

**BUSINESS TERMS AND
CONDITIONS FOR
MAINTENANCE OF
A SPECIAL ACCOUNT FOR
PAYING UP REGISTERED
CAPITAL**

UNICREDIT BANK

CZECH REPUBLIC, A.S.

UniCredit Bank Czech Republic, a.s. (hereinafter referred to as the "Bank") establishes and maintains special accounts opened for the purpose of paying up the registered capital of newly established companies in Czech crowns and in foreign currencies (hereinafter referred to as the "Special Account") in accordance with the applicable legal regulations of the Czech Republic for legal entities.

1. The Bank establishes the Special Account on the basis of an agreement concluded between the Bank and the deposit administrator.

2. The deposit administrator entrusted with managing deposits in the foundation document (i.e. foundation deed or deed of association) may request the Bank, in accordance with the provisions of Act No. 513/1991 Coll., the Commercial Code, as subsequently amended, to establish the Special Account for depositing funds within the period from transferring the deposits to the Bank until the day (inclusive) of documenting the incorporation of the established company, the denial of the proposal for registering the established company in the Commercial Register, or the termination of the registration procedure due to an irremediable deficiency in a procedural condition or withdrawal of the registration proposal (see paragraph 9a) and b) below).

3. The deposit administrator is obliged to submit to the Bank the original or an officially verified copy of the above-mentioned foundation document, and, if need be, the established company's articles of association.

4. The respective funds are transferred to or deposited in cash in the Special Account.

5. The deposit administrator is obliged to ensure that only such funds that will serve as deposits into the registered capital of the established, though not yet legally incorporated, company are transferred or paid up to the Special Account.

6. All deposits into the Special Account are insured according to law.

7. If the company decides to open a current account at the Bank after delivering to the Bank the original or officially verified copy of the extract of the incorporated company from the Commercial Register or the original or officially verified copy of a final court ruling on the entry of the company in question into the Commercial Register, a standard Current Account Contract will be concluded between the incorporated company and the Bank and the respective signature specimen will be drawn up.

8. The Bank undertakes to issue to the deposit administrator upon request a written confirmation as to the amount of funds deposited in the Special Account.

9. The Bank is obliged to enable the following entities to handle the funds in the Special Account:

a) the company, as of the day of submitting to the Bank the documentation on the company's incorporation, i.e.

the original or officially verified copy of the extract from the Commercial Register or the original or officially verified copy of a final ruling of the registration court on the entry of the established company into the Commercial Register;

b) the deposit administrator, as of the day that he/she presents to the Bank the original or officially verified copy of a final ruling of the respective registration court on denying the entry of the established company into the Commercial Register, the original or officially verified copy of a final court ruling on terminating the registration procedure due to an irremediable deficiency in a procedural condition, or the original or officially verified copy of a withdrawal of the registration proposal with an indication of its acceptance by the respective registration court.

10. The deposit administrator acknowledges that the funds in the Special Account cannot be transacted with until the day of documenting to the Bank the company's incorporation, or until the relevant documents certifying that the company will not be incorporated are submitted to the Bank. Until such time, the funds can only be transacted with if it is proven to the Bank that the transaction concerns a payment of establishment costs or a refund of deposits to the founders of the established company.

11. The contracting parties have agreed that the Bank is entitled to a fee for maintenance of the Special Account in the amount stated in the valid Price List. This fee is an establishment cost of the company, and the Bank is entitled to debit it from the Special Account.

12. These Business Terms and Conditions supplement the General Business Terms and Conditions of UniCredit Bank Czech Republic, a.s., which at the same time reserves the right to amend these Business Terms and Conditions.

13. Notifications of changes are posted in all the Bank's business premises as well as on its web site, www.unicreditbank.cz. Changes posted in this manner are binding for clients from the day of their publication, unless expressly agreed otherwise.

14. These Business Terms and Conditions take effect on 1 November 2009.