
BUSINESS TERMS AND

CONDITIONS FOR

SAVINGS BOOKS

UNICREDIT BANK

CZECH REPUBLIC, A.S.

1. BASIC PROVISIONS

1.1. UniCredit Bank Czech Republic, a.s. (hereinafter referred to as the “Bank”) maintains deposit accounts denoted as Savings Books (hereinafter referred to as “Savings Books”) for individuals – non-entrepreneurs in accordance with applicable law, while these terms and conditions govern the legal relationship between the owner of a Savings Book and the Bank. Unless these terms and conditions shall establish otherwise, the Bank’s General Business Terms and Conditions (hereinafter referred to as the “GTC”) shall apply.

1.2. The Bank maintains the Savings Books as registered by name. Payment from the Savings Book may be conditioned upon provision of a password, consent of a third party, or the occurrence of a circumstance that is certain to come about.

1.3. Savings Books may be maintained in currencies determined by the Bank. Deposits into a Savings Book may be maintained in only a single currency.

1.4. Deposits of funds into Savings Books registered by name may be carried out both in the form of cash deposit and noncash transfer without restriction.

1.5. It is possible to dispose with funds deposited in the Savings Book only by cash withdrawal.

1.6. Balances on Savings Books bear interest. A one-time deposit may be made to a Savings Book, and a notice period for releasing a deposit from a Savings Book may be arranged. The Bank is entitled to earn a fee for maintenance of the Savings Book, the amount of which is established in the current Price List for the provision of banking services.

1.7. The Bank does not examine ownership of funds deposited into a Savings Book and is not responsible for any violation of the rights of third parties that would be occasioned in connection with funds deposited into the Savings Book.

1.8. If the disposal with deposited funds is conditioned upon a third party’s consent or upon the occurrence of a certain circumstance, there must always be a final date stated until which the restriction will be valid.

1.9. A password by the provision of which the deposit in the Savings Book is limited must be recorded in written form.

1.10. A person by whose consent payment of the deposit may be conditioned must be over 18 years of age and must have full capacity to enter into legal acts according to the regulations of the country of which he or she is a citizen.

1.11. A circumstance by the occurrence of which payment of the deposit is conditioned must be certain to occur and its fulfilment must be characterised in an unambiguous manner.

2. CONDITIONS FOR MAINTENANCE OF DEPOSITS IN THE SAVINGS BOOK

2.1. Funds may be deposited into the Savings Book without restriction with the exception stated in para. 3.9. of these Business Terms and Conditions.

2.2. Unless agreed otherwise, the deposit or its part may be withdrawn from the Savings Book without restriction with the exception stated in para. 3.9. of these Business Terms and Conditions.

2.3. Withdrawal of the deposit for a certain period or its part before an agreed term or withdrawal of the deposit or its part before expiration of the notice period may, according to the current conditions of the Bank, be conditioned upon payment of contractual penalties in the amount established by the Bank.

2.4. The balance in the Savings Book earns interest according to conditions established by the Bank for individual types of Savings Books and depending on the nature and amount of deposit. The current amount of interest earned and changes in interest rates are published in the Bank’s premises. A change in interest rate becomes effective at latest on the day of its publishing.

2.5. The deposit bears interest from the day of its depositing into the Savings Book until the day preceding the day of withdrawal of the deposit or its part.

2.6. Interest is credited at the end of the calendar year. If the Savings Book is being terminated, interest is credited to the date of its termination.

2.7. Interest from one-time deposits is credited on the day of expiration of the term agreed for maintaining the deposit.

2.8. After being credited to the Savings Book, interest becomes part of the Savings Book deposit and thereafter earns interest with it.

2.9. Prior to paying out of the deposit or its part, the Bank is entitled to deduct from the Savings Book all its amounts receivable.

3. DISPOSING WITH FUNDS IN THE SAVINGS BOOK

3.1. The Bank receives deposits to the Savings Book and carries out payments from it on the basis of the Savings Book’s presentation. Without the Savings Book’s being presented, the Bank is not obliged to carry out any activity with the Savings Book.

3.2. Funds in the Savings Book may be disposed with only by an authorised person under whose name the Savings Book is issued or by a person expressly authorised for this purpose in accordance with the General Terms and Conditions.

3.3. If disposing with the deposit in the Savings Book is conditioned upon submitting a password, only a person who shall submit the correct password in written form, and after meeting other conditions stated above, is authorised to dispose with the deposit.

3.4. If disposing with the deposit is conditioned upon the consent of a third party, it is necessary, apart from meeting other conditions stated above, also to present in a credible manner the consent of this third person or entity.

3.5. If disposing with the deposit is conditioned upon a circumstance that is certain to occur, it is necessary, apart from meeting other conditions stated above, also to demonstrate in a credible manner the occurrence of such circumstance.

3.6. If the period arranged in accordance with para. 3.5. of these Business Terms and Conditions expires to no effect, the deposit in the Savings Book may be disposed with in a usual manner.

3.7. In the case of Savings Books with an agreed notice period, a deposit may be withdrawn in the corresponding amount within 30 days upon the lapse of such notice period. After this time the notice period will be automatically renewed for another such period.

3.8. The Bank receives deposits and carries out withdrawals at its business premises across the Bank's entire branch network without restriction.

3.9. Every person disposing with funds in the Savings Book is obliged to prove in a credible manner his or /her identity in accordance with the relevant law. Otherwise, the Bank is entitled to reject a request for disposing with the funds.

3.10. The Bank is entitled to reject requests for disposing with funds in the Savings Book if it has reasonable suspicion of a criminal act relating to the deposit.

3.11. Upon conducting a deposit or withdrawal, the Bank will record the corresponding facts to the Savings Book. At the earliest next disposal, the Bank will also, upon the Client's presenting the Savings Book, record all hitherto occurring movements in the balance of the Savings Book in connection with crediting of interest, payment of fees, crediting of noncash payments sent, and the like.

3.12. Neither the Client nor any third party is entitled to make in the Savings Book any records, corrections, changes of records already made, or the like. Any record made by a person or entity other than the Bank is always regarded as an unauthorised action and renders the Savings Book damaged with the consequences stated in Section 5 of these Business Terms and Conditions.

3.13. If there is a discrepancy between a record in the Savings Book made by the Bank and the internal records of the Bank, the record in the Savings Book is decisive, unless the opposite is proven.

3.14. Unless a court or other competent authority so orders, the Bank shall not enable persons not authorised to dispose with the funds in the Savings Book to dispose with them.

4. THEFT, LOSS, DAMAGE OR DESTRUCTION OF A SAVINGS BOOK, INABILITY TO MEET CONDITIONS FOR DISPOSING WITH THE FUNDS

4.1. The Client is obliged without delay to inform the Bank of any theft, loss, damage or destruction of the Savings Book.

4.2. Any record, correction or change of a record made by the Client or any third party is considered damage.

4.3. If in case of damage or destruction of the Savings Book such part of the Savings Book which does not raise doubts as to the authenticity and identification of the Savings Book is presented to the Bank, the Bank shall issue its duplicate to the Client in whose name the replaced Savings Book was issued.

4.4. If disposal with the deposit in a replaced Savings Book was restricted in any way, the restriction as to disposal with the deposit will be indicated identically in the issued duplicate.

4.5. Should the Savings Book be stolen or destroyed without retaining parts containing sufficient identifying markings, or a person who would otherwise have been entitled to dispose with the deposit does not know the password, the Bank will implement a redemption procedure upon the request of the Client.

4.6. The redemption procedure is governed by principles stipulated by Decree No. 47/1964 Coll. on Financial Services for Citizens.

4.7. During the redemption period it is not permitted to dispose with the deposit. Earning of interest on the deposit shall be governed by the existing conditions.

4.8. The Bank is entitled to receive a fee according to the current Price List for provision of financial services for issuing a duplicate of the Savings Book as well as for carrying out the redemption procedure.

5. TERMINATION OF THE CONTRACTUAL RELATIONSHIP

5.1. The Savings Book is terminated upon complete drawing of the credit balance, unless individually agreed otherwise, or by expiration of the period for which it was established.

5.2. The Bank may withdraw from the Savings Book registered by name by giving a one-month notice.

5.3. If the deposit has not been disposed with for a period of 20 years, nor has the Savings Book been presented to the Bank for this period, the Savings Book is terminated upon expiration of this period.

5.4. With termination of the Savings Book the deposit relationship between the Bank and the Client is terminated. Unless the balance is withdrawn by an authorised person following termination of the Savings Book, the Bank will transfer it to an internal bank account bearing no interest where it will remain deposited. The right to payment of a deposit from a terminated Savings Book is subject to the statute of limitations within the periods established by law.

5.5. The Savings Book is the property of the Bank, and the Client is obliged to hand over to the Bank the terminated Savings Book or the Savings Book for which a duplicate was issued.

5.6. Insurance of deposits, the manner and extent of paying remuneration and other conditions are stipulated by Act No. 21/1992 Coll. on Banks, as amended.

6. FINAL PROVISIONS

6.1. These Business Terms and Conditions become effective on 1 November 2009 and they govern all relationships between Clients and the Bank, including relationships that have arisen in the past.