

PRODUCT BUSINESS  
TERMS AND CONDITIONS  
FOR MAINTENANCE OF  
A SPECIAL ACCOUNT  
FOR PAYING CASH  
CONTRIBUTIONS INTO  
REGISTERED CAPITAL OF  
BUSINESS CORPORATIONS  
UNICREDIT BANK  
CZECH REPUBLIC  
AND SLOVAKIA, A.S.

(hereinafter the “Product Terms and Conditions  
for Maintenance of a Special Account”)

Life is full of ups and downs.  
We're there for both.

Welcome to  
 **UniCredit Bank**

UniCredit Bank Czech Republic and Slovakia, a.s. (hereinafter referred to as the “Bank”) establishes and maintains special accounts opened for the purpose of paying cash contributions into the registered capital of newly established business corporations either in Czech crowns or in foreign currencies (hereinafter referred to as the “Special Account”) in accordance with valid legal regulations of the Czech Republic.

1. The Bank establishes the Special Account on the basis of a CONTRACT FOR A SPECIAL ACCOUNT FOR PAYING CASH CONTRIBUTIONS INTO REGISTERED CAPITAL concluded between the established business corporation prior to its incorporation and the Bank (hereinafter referred to as the “Contract”).
2. The capital contribution administrator entrusted with managing deposited contributions by way of the legal foundation document (i.e. foundation deed or deed of association) may request the Bank, in accordance with the provisions of Act No. 90/2012 Coll., on Business Corporations and Co-operatives, as subsequently amended, to establish a Special Account for depositing funds that represent the cash contribution into the registered capital during the period starting from delivering the capital contributions to the Bank under the conditions stipulated in the Product Terms and Conditions for Maintenance of a Special Account and in the above Act.
3. The capital contribution administrator is obliged to submit to the Bank the original or an officially verified copy of the aforementioned legal foundation document, and, if need be, also the established business corporation’s articles of association.
4. The respective funds are transferred to or deposited in cash into the Special Account.
5. The capital contribution administrator is obliged to ensure that only such funds that will serve as contributions into the registered capital of the established business corporation are transferred to or deposited on the Special Account.
6. All funds held on the Special Account that represent a cash contribution into the business corporation are insured according to law.
7. In the event the business corporation, following its incorporation, is interested in keeping its current account with the Bank a standard Current Account Contract may be concluded between the business corporation and the Bank and the respective signature specimen may be drawn up upon delivering to the Bank the original or officially verified copy of the extract of the incorporated business corporation from the Commercial Register or the original or officially verified copy of a final court ruling on the entry of the business corporation in question into the Commercial Register.
8. The Bank undertakes to issue to the capital contribution administrator upon request a written CONFIRMATION ON THE CASH CONTRIBUTIONS PAID IN that shall show the amount of funds deposited on the Special Account (hereinafter referred to as the “Confirmation”).
9. The Bank is obliged to enable the following entities to transact with the funds in the Special Account:
  - a) the business corporation, as of the day of submitting to the Bank the documentation on the business corporation’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 business corporation into the Commercial Register;
  - b) the capital contribution administrator, as of the day on which he/she presents to the Bank the original or officially verified copy of a final ruling of the respective registration court on denying the proposal for entry of the established business corporation 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 capital contribution administrator acknowledges that the funds in the Special Account cannot be transacted with until the day of documenting to the Bank the business corporation’s incorporation as stipulated below, or until the relevant documents are submitted to the Bank certifying that the business corporation will not be incorporated.

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 the offering price to the founders of the established business corporation.

As of the day of submitting to the Bank the documentation on the business corporation’s incorporation, the capital contribution administrator shall cease to be authorised to transact with the funds in the Special Account. As of that day, such right shall belong exclusively to the established business corporation.

11. In the event that: (i) no proposal for entry of the established business corporation into the Commercial Register is submitted to the respective registration court, and (ii) the capital contribution administrator demonstrates to the Bank the desire to terminate the Contract, despite having already obtained the Confirmation from the Bank, the Contract effect shall be terminated and the Bank shall pay the funds deposited on the Special Account back to the capital contribution administrator upon his/her request as soon as the Bank receives back from the capital contribution administrator the original of the respective Confirmation issued by the Bank for the matter in question.
12. The Bank is entitled to a fee for maintaining the Special Account at the amount stated in the Tariff of Fees (for Providing Banking Services) of UniCredit Bank Czech Republic and Slovakia, a.s., which forms an integral part of the Contract.
13. The Product Terms and Conditions for Maintenance of a Special Account complement the Product Business Terms and Conditions for Accounts and Payment Services of UniCredit Bank Czech Republic and Slovakia, a.s. In case of a discrepancy between the two documents, the wording contained in the Product Terms and Conditions for Maintenance of a Special Account shall take precedence.
14. The Bank is entitled to amend these Product Terms and Conditions for Maintenance of a Special Account or add new provisions thereto, in particular concerning provisions on the scope of the capital contribution administrator’s documentation obligation, establishment of a current account by the established business corporation with the Bank, authorisation to transact with the funds upon the business corporation’s incorporation, the scope of changes to the Product Terms and Conditions for Maintenance of a Special Account, and rules of implementing such changes.

The Bank is entitled to amend the Product Terms and Conditions for Maintenance of a Special Account or add new provisions thereto if a reasonable need for such changes or amendments arises, such as a need to change or newly and expressly adjust certain rights and obligations of the parties in connection with a change in legal regulations, available technologies, a situation on financial markets, or the Bank’s business policy.

The Bank will send the wording of such changes and amendments, or the complete wording of such amended Product Terms and Conditions for Maintenance of a Special Account, to the capital contribution administrator no later than two (2) months prior to the proposed effective date of such amendment. If the capital contribution administrator does not agree with the proposed amendment to the Product Terms and Conditions for Maintenance of a Special Account,

he or she is thereby entitled to terminate the respective contractual relationship by serving to the Bank written notice of termination that becomes effective as of the day immediately preceding the effective date of the proposed amendment, or, with immediate effect if the law establishes such right for the capital contribution administrator. If the capital contribution administrator does not reject the Bank's proposal, then the new wording of the Product Terms and Conditions for Maintenance of a Special Account becomes binding upon the concluded contractual relationship as a change in the originally agreed conditions of the contractual relationship, effective as from the date stated in the given amendment to the Product Terms and Conditions for Maintenance of a Special Account as the date on which the new wording of the Product Terms and Conditions for Maintenance of a Special Account becomes valid.

- 15.** Should the parties' rights and obligations governed by the Product Terms and Conditions for Maintenance of a Special Account change as a direct result of a change in legal regulations that cannot be contractually circumvented, the provisions of paragraph 14 shall not apply. The Bank will inform the capital contribution administrator of any such change.
- 16.** The Product Terms and Conditions for Maintenance of a Special Account are effective for the mutual commitments made between the business corporation and the Bank as laid down by the Contract concluded as of 1 February 2015.