

PRODUCT BUSINESS TERMS AND CONDITIONS FOR MAINTENANCE OF PERSONAL ACCOUNTS AND ACCOUNTS FOR SMALL BUSINESS CLIENTS

(hereinafter referred to as the “Product Terms and Conditions for Maintenance of Personal Accounts and Small Business Accounts”)

UniCredit Bank
Czech Republic and Slovakia, a.s.

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

Welcome to
 **UniCredit Bank**

1. In accordance with legal regulations, UniCredit Bank Czech Republic and Slovakia, a.s. (hereinafter referred to as the “Bank”) establishes personal accounts and accounts for small business clients (hereinafter referred to only as the “Account”) associated with a current account in CZK or in a foreign currency on the basis of an agreement concluded with the Bank’s client (hereinafter referred to as the “Client” and the “Agreement”, respectively).
2. The range of products and services provided under the Account is established by the Tariff of Fees for Providing Banking Services of UniCredit Bank Czech Republic and Slovakia, a.s. for individuals – nonentrepreneurs or, as the case may be, for small business clients (hereinafter referred to as the “Price List”).

FEES

3. A monthly fee, the amount of which is stated in the section Personal Accounts/Business Accounts of the Price List, is charged for maintaining the Account, i.e. for the total of all services provided as part of the Account free of charge or on preferential terms and which are specified in the Personal Accounts/Business Accounts section of the Price List. For Accounts where the amount of the monthly fee is conditional upon complying with the conditions defined by the Bank, the monthly fee is due on the last day of the calendar month immediately following the calendar month for which the fee is collected and is debited from the current account for which the Account was established. For Accounts with a fixed monthly fee, the fee is due on the last day of the calendar month for which the fee is collected and is debited from the current account for which the Account was established.
4. The price for maintaining the Account does not change due to the Client’s not establishing or not using certain products and/or services that are part of the Account.
5. Fees for products and services that are provided under advantageous conditions are not included in the monthly account fee and the Bank charges for them separately.
6. All other services and products provided or used beyond the scope of products and services specified in the Price List under Personal Accounts/Business Accounts are charged according to the corresponding parts of the Price List.
7. The Bank may stipulate conditions for providing discounts on fees in the Price List.

ACCOUNTS FOR MINORS UNDER 15 YEARS OF AGE

8. The Agreement is entered into on behalf of a client under 15 years of age by his or her legal representative.
9. The Client will be entitled to transact with the funds deposited on the account without limitations upon reaching 15 years of age. A limit for the Client’s transactions will be designated by the Client’s legal representative within a range defined by the Bank.
10. Before the Client reaches legal age, the Client’s legal representative may also perform any transaction with the funds deposited on the account as well as with the account itself.
11. A client under 15 years of age is entitled to make cash deposits and withdrawals at the Bank’s places of business if he or she identifies himself or herself with a passport or ID card. Without producing one of these forms of identification, the Client may only transact with the funds together with a legal representative.

AGREEMENT

12. In the individual articles under the Agreement, the Client decides on the establishment or inclusion of particular products into this Account. In accordance with Section 1727 of the Civil Code, the individual articles of the Agreement concerning products represent individual agreements the establishment and termination of which is not dependent on the establishment and termination of the agreements on other products. These provisions replace any previous agreements concerning the respective products, with the exception of products for which an independent agreement must be concluded in order to be acquired. Agreements on the maintenance of individual products are not terminated by termination of the Agreement, unless the parties agree otherwise. In the case of the current account, its credit balance no longer earns interest after termination of the Agreement.
13. The Agreement automatically terminates upon cancellation of the current account for which the Account is established, and at latest along with termination of the agreement for the final product included in the Account.
14. An agreement between the Client and the Bank for a payment card is considered to be concluded on the day on which the payment card is delivered to the applicant.
15. These Product Terms and Conditions for Maintenance of Personal Accounts and Small Business Accounts supplement the Product Business Terms and Conditions for Accounts and Payment Services of UniCredit Bank Czech Republic and Slovakia, a.s. In case of any discrepancy between these business terms and conditions, the wording contained in the Product Terms and Conditions for Maintenance of Personal Accounts and Small Business Accounts shall take precedence.

CHANGES

16. In the case of products and services for which fees are charged annually but which are provided under the overall fee for the Account and which the Client excludes from the Account but intends to continue using, the Bank is entitled to charge a fee in the amount corresponding to x twelfths of the fee for the given product or service pursuant to the Price List, where x corresponds to the number of months remaining until the end of the given accounting period for the given product or service from the day of its detachment from the Account.
17. In the case of products and services for which fees are charged annually and which are provided as part of the Account at a price discount, the Bank does not charge the aliquot part of the fee and a product or service shall be provided under standard conditions starting from the next accounting period.
18. In the case of products and services for which fees are charged monthly, upon the inclusion/exclusion into/from the Account, charging of the fees is adjusted on the day of the inclusion/exclusion into/from the Account.
19. In cases of those types of accounts which the Bank provides for clients in a certain age group, once the Client reaches the upper limit of the designated age group the Bank will switch the Account to another type of Account as designated in the Price List.

FINAL PROVISIONS

20. The Bank is entitled to amend the Product Terms and Conditions for Maintenance of Personal Accounts and Small Business Accounts or add new provisions thereto, in particular concerning their effec-

tiveness and validity, conditions governing the activity of underage clients, conduct of the Bank, rules for including/excluding individual products into/from the given Account, the scope of changes to the Product Terms and Conditions for Maintenance of Personal Accounts and Small Business Accounts and the rules for implementing such changes. The Bank is entitled to amend the Product Terms and Conditions for Maintenance of Personal Accounts and Small Business Accounts or to add new provisions thereto if a reasonable need for such changes or amendments arises, such as a need to change or newly and explicitly 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 the changes and amendments, or the complete wording of such amended Product Terms and Conditions for Maintenance of Personal Accounts and Small Business Accounts, to the Client at least 2 months prior to the proposed effective date of such amendment by any means agreed for communication between the Bank and Client under the relevant contractual relationship. If the Client does not agree with the proposed amendment to the Product Terms and Conditions for Maintenance of Personal Accounts and Small Business Accounts, he or she is thereby entitled to terminate the respective contractual relationship by providing to the Bank written notice of termination that is effective as of the day immediately preceding the effective date of the proposed amendment, or, if the law establishes such right for the Client, with immediate effect. If the Client does not reject the Bank's proposal, then the new wording of the Product Terms and Conditions for Maintenance of Personal Accounts and Small Business Accounts 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 Personal Accounts and Small Business Accounts as the date upon which the new wording of the Product Terms and Conditions for Maintenance of Personal Accounts and Small Business Accounts becomes valid.

- 21.** In the case of a change or amendment to a framework contract according to the respective act, the provisions of paragraph 20 shall apply not only in case of a change or amendment to the Product Terms and Conditions for Maintenance of Personal Accounts and Small Business Accounts but also in case of any other changes or amendments to the contractual provisions of such framework contract, with the exception of an agreement on interest and exchange rates, for which the Bank is entitled to amend the agreement between the parties on interest and exchange rates at any time and to do so unilaterally and without prior notice, provided the change consists of an adjustment in reference or exchange rates.
- 22.** Should the parties' rights and obligations governed by the Product Terms and Conditions for Maintenance of Personal Accounts and Small Business Accounts change as a direct result of a change in legal regulations that cannot be contractually circumvented, the provisions of paragraph 20 shall not apply. The Bank will inform the Client of any such change.
- 23.** The Product Terms and Conditions for Maintenance of Personal Accounts and Small Business Accounts take effect on 9 October 2017.
- 24.** The Product Terms and Conditions for Maintenance of Personal Accounts and Small Business Accounts cancel and replace the Product Terms and Conditions for Maintenance of Personal Accounts and Small Business Accounts UniCredit Bank Czech Republic and Slovakia, a.s., valid from 1 January 2014.