



We are changing the terms and conditions for some of our services

Dear Client,

This is to inform you of changes in the terms and conditions for some of our services and changes in the Price List, which will enter into effect starting on **1 November 2024**. Kindly note that only changes to services agreed under your contract with KB apply to you.

What documents will the changes affect?

- 1) General Business Terms and Conditions
- 2) Notice on the Payment System
- 3) Information on changes concerning payment cards and overview of changes in the Debit Card Terms and Conditions and the Personal Credit Card Terms and Conditions
- 4) Terms and Conditions for the Provision and Use of KB eTrading
- 5) Price List



The changes to the Price List can also be found at kb.cz/en/price-lists, and you can access them by scanning the provided **QR code** using your mobile telephone.

If you disagree, you can reject a proposed change in the contract documents by following the procedure described in Article 31 of the General Business Terms and Conditions. If you do not reject the proposed changes, the changes will enter into force on 1 November 2024.

Your Komerční banka

How to navigate the text?

All of the forthcoming changes are shown in the provided document. Underlined italicized text shows new additions, and ~~crossed out text~~ indicates parts of text that will be removed.

1) Overview of Amendments to the General Business Terms and Conditions in effect as of 1 November 2024**Article 5.3 will be amended as follows:**

Requisite particulars of a power of attorney. The Client's or another principal's signature on the power of attorney must be officially certified (notarized) or made in the presence of a Bank employee or in another manner acceptable for the Bank. The Bank has the right to require certain acts to be performed based on a special power of attorney. Where required by law, the power of attorney must be made in the form of a notarial record or in another required form.

Article 5.5 will be amended as follows:

Verification of signatures. Signatures of the Client or persons acting on behalf of the Client on documents by which a contractual relationship with the Bank is established, changed, or terminated, as well as on documents rejecting a change/amendment to the General Conditions and/or any other Contract Document pursuant to Article 31 hereof, or the signature on a request for information constituting banking secrecy must be made in the presence of a Bank employee or must be officially certified, unless, in a specific case, the Bank accepts another manner of certification (e.g. via the direct banking service). Documents sent to the Bank via the data mailbox information system must be signed with the recognized electronic signature of the Client or persons acting on his/her behalf, unless the Bank accepts otherwise in a particular case. The Bank shall be entitled to specify which documents must be signed in accordance with the Specimen Signature, provided that the Client has established it.

Article 8.1 will be amended as follows:

Delivering to the Client. The Bank shall deliver Mail ~~either~~ to the Contact Address ~~or~~ to a specific Internet Banking mailbox established by the Client, or if there are special reasons for doing so, the Bank may also deliver Mail to the Client using another similar method, for example, using the contractually agreed e-mail or the Client's data mailbox.

Article 8.4 will be amended as follows:

Manner of delivery. Mail may be delivered in person, by post, by courier/messenger service, or by electronic means via Internet banking. The Bank may also accept delivery of Mail by other means if it has no reasonable doubt as to the identity of the Client as the sender and the contents of the Mail. The Bank may also agree with the Client on delivering Mail through a Proxy deliverer. The Bank shall deliver the contractual documents and/or their amendments referred to in Article 31 hereof, preferably to the Client's mailbox provided with the Internet Banking service. If the Client does not have this service activated, the Bank shall preferably use the e-mail address agreed upon with the Client for communicating with the Bank and sending contractual documentation and amendments thereto.

Article 8.9 will be amended as follows:

The Bank shall not be held liable for any malfunction or misuse of communication means (especially e-mail) or electronic communication networks (e.g. mobile operator networks, Wi-Fi networks, fixed internet connection) used for communication with the Client, as they are not under its direct control. The protection of these services, their functioning, and the confidentiality of messages sent by them is the responsibility of their providers. Therefore, The Bank shall not be liable for any damage caused to the Client by such misuse or malfunction. The Bank has the right to send the Client, using the contractually agreed contact information (e-mail or telephone in particular), information constituting banking secrecy or information containing the Client's personal data either in an open non-coded format or in an encrypted format, determined based on the circumstances at the Bank's discretion.

A new Article 13.7 will be added, which reads as follows:

In the event of an unauthorized debit balance on the Account, the Bank shall have the right to submit information on the Client's credit standing, trustworthiness, and payment discipline to bank and non-bank credit registers, which the Bank also uses to obtain such information. Such registers process the Client's personal data, including the Personal Identification Number, under the conditions laid down in their information memoranda, the current versions of which can be found on the websites of the registers at www.solus.cz, www.cbcz.cz, and www.cncb.cz. Detailed information is also available on the Bank's website in a document titled Information on Processing of Personal Data.

Article 32.4 will be amended as follows:

The financial arbitrator (www.finarbitr.cz) shall be the appropriate body authorized to settle out of court any and all consumer disputes concerning financial services, to the extent and within the scope set forth in Act No. 229/2002 Coll., on Financial Arbitrator, as amended. Cases that are outside the jurisdiction of the financial arbitrator shall be decided by the Czech Trade Inspection Authority

(www.coi.cz) or by an entity authorized by the Czech Ministry of Industry and Trade and published on its website (www.mpo.cz). In addition, in settling disputes concerning agreements entered into by online means, the Client can use the Online Dispute Resolution platform (<https://ec.europa.eu/consumers/odr/>).

Article 35.3 will be amended as follows:

The ~~third~~, fourth ~~and fifth~~ sentences of Article 8.4 hereof entitled “Manner of delivery” shall be replaced by the following text: “The Bank shall deliver to the Client the contractual documents and other documents and/or amendments thereto pursuant to Article 31 hereof to his/her mailbox in KB+ Internet Banking or to the contact e-mail address which the Client has confirmed to serve for communicating between the Client and the Bank, in particular for sending documentation and/or amendments thereto. The Bank may determine the documents it shall preferably deliver to the Client’s mailbox in KB+ Internet Banking.”

Wherever these General Business Terms and Conditions refer to Article 8.4 hereof, the wording of this Article 35.3 shall accordingly apply.

Article 36.2 will be amended as follows:

Unless the context suggests otherwise, the following rules shall apply to the interpretation of these General Conditions and the Contract:

- a) Any reference to the Bank’s Internet pages shall mean a reference to www.kb.cz or other Internet addresses the Bank currently uses or shall use in association with providing the Banking Services;
- b) Any reference in the Contract or other documents to an article of the General Conditions or another document numbered using Roman numerals shall mean a reference to an article numbered using an Arabic numeral of the same value;
- c) The Contract shall mean the Contract itself, including any and all constituent parts thereof, in particular these General Conditions, relevant Product Terms and Conditions, Notices, and the Price List;
- d) An “order” shall mean the “Order” or another instruction given by the Client to the Bank;
- e) A payment transaction shall mean a deposit of funds into a Payment Account, a withdrawal of funds from a Payment Account, or a cashless transfer of funds to or from an Account;
- f) A Client check shall mean, for the purpose of Article 3.1 hereof, a check of the Client carried out within the meaning of Act No. 253/2008 Coll., on Certain Measures Against Money Laundering and Terrorist Financing, including scrutinizing the purpose of transactions, continuously monitoring business relations with the Client, identifying the Beneficial Owner, and examining the source of funds;
- g) The post shall mean a provider of postal services;
- h) The persons acting on behalf of the Client shall be the Proxy, Authorized Individual, or Corporate Agent;
- i) The Bank’s points of sale shall mean the Bank’s units providing Banking Services, mainly designated as branches or commercial divisions;
- j) Direct banking shall mean Internet or telephone banking;
- k) Permanent residence shall mean permanent or other residence;
- l) The term “Qualified Client” shall mean Client – Consumer.
- m) Mutual rights and duties between the Bank and the Client shall be subject to the General Conditions while the Contract remains in force and following its termination, until the settlement of such rights and duties in full.

Article 37.1 will be amended as follows:

These General Conditions enter into effect as of ~~1 January 2024~~ 1 November 2024.

Article 37.2 will be amended as follows:

These General Conditions replace and supersede the previous version of the General Conditions effective as of ~~7 March 2023~~ 1 January 2024. The Client’s consent as per Article 28 hereof shall be effective only if the Client enters into a contractual arrangement or into an amendment to an existing contractual arrangement with the Bank, whereof these General Conditions form an integral part, no earlier than on or after the effective date of the present version of the General Conditions. For Clients who have signed, refused to sign, or withdrawn such consent earlier, the legal force of consent thus granted, denied, or withdrawn shall remain unaffected after the General Conditions are amended.

2) Overview of changes in the Notice on the Payment System in effect as of 1 November 2024

In Article 5.1, the following sentence will be amended as follows: The Moment of Effectiveness of an Order for a cash deposit made into an Account kept with the Bank or a withdrawal of cash from an Account kept with the Bank shall occur immediately after the cash is deposited or withdrawn, except for cash deposits/withdrawals made at the Bank’s points of sale on a day other than a Business Day or a deposit made to an Account maintained in a foreign currency through an ATM ~~between 20:00 hrs after 17:00 and 24:00 hrs (12:00 hrs midnight)~~ on a Business Day or on a day other than a Business Day, in which case the Moment of Effectiveness of the Order shall occur on the first Business Day following the date of the deposit/~~withdrawal~~.

In Article 5.2, the following sentence will be amended as follows: Deadlines for crediting the funds. Cash deposits to the credit of the Client's Account or an account maintained by the Bank for a third party shall be *posted* and *credited* made available to the Client by the Bank on the respective payee account immediately after the Moment of Effectiveness of the Order.

Article 5.3 will be removed: *Cash deposits made through an ATM into an Account held with the Bank on Business Days between 20:00 hrs and 24:00 hrs or outside Business Days increase the Disposable Balance and can only be used to make outgoing payments based on a submitted Order for a payment to be made in CZK or in a foreign currency that does not involve a currency conversion and/or an Order for an Instant Payment to be made in CZK that does not involve a currency conversion, cash withdrawal through ATM or card payment. It is possible that the User shall not be able to use such cash deposits made through an ATM to make a payment in CZK or in a foreign currency under a standing Order, automatic transfer of balance, payments to accounts other than Payment Accounts, and for Orders for payments to be made in CZK or in a foreign currency that involve a currency conversion, and Direct Debit Collection Orders processed as a continuous and batch-type Batches or, as the case may be, a Collection Order to debit funds from the Client's Account delivered to the Bank from the CNB Clearing Centre, that are submitted for clearing at their due date from 20:30 hrs onwards.*

3) Information on changes concerning payment cards and overview of changes in the Debit Card Terms and Conditions and the Personal Credit Card Terms and Conditions in effect as of 1 November 2024

The proposed changes apply to Holders of MasterCard and Visa payment cards.

The **Payment Card Guide** will be amended as of 1 November 2024. The amended version will be available online at kb.cz/documents no later than on 1 October 2024.

A) Overview of changes in the Personal Credit Card Agreement

As of 1 November 2024, the **Price List** will fully replace the current document titled **Price List Extract**. All references to the Price List Extract in your Personal Credit Card Agreement are to be construed as references to the Price List as of the time at which the change enters into force.

B) Overview of changes in the Debit Card Terms and Conditions and the Personal Credit Card Terms and Conditions

In Article 1.7 of the Debit Card Terms and Conditions and in Article 7.8 of the Personal Credit Terms and Conditions, the provisions pertaining to the options for terminating and discarding a card that is not collected or activated will be changed.

In Article 4.2 of the Debit Card Terms and Conditions and in Article 10.2 of the Personal Credit Terms and Conditions, the information will be added that incoming credit card transactions have no effect on the value of the card limit.

Article 4.11 of the Debit Card Terms and Conditions will be amended as follows:

Settlement of transactions. We shall debit/credit the transactions which we receive for processing from/to the Account on every Business Day. The settlement time depends on the submission of supporting documents by the merchant's bank – i.e. we cannot affect such times or preclude the settlement of transactions. Consequently, late transaction settlement cannot be the sole reason for a complaint relating to such a transaction.

Any CZK transactions originating from domestic settlement with regard to an Account in foreign currency shall be settled from your Account using KB's "deviza nákup" Exchange Rate (foreign currency buy rate – cashless).

Any transactions originating from international settlement shall be converted to EUR based on the Card Association's exchange rate. If a transaction is executed in EUR, no such conversion shall take place.

- If the Account is denominated in CZK, the amount expressed in EUR obtained from the Card Association shall be converted to CZK using the "deviza prodej" Exchange Rate (foreign currency sell rate – cashless), effective as a rule as at the moment of the initial recognition of the transaction, or the Exchange Rate in effect on the preceding Business Day, and the resulting amount shall be debited from your Account.
- If the Account is denominated in EUR, the amount in EUR shall be debited from your Account at the Card Association's exchange rate.
- If the Account is denominated in a foreign currency other than EUR, the amount expressed in EUR obtained from the Card Association shall be converted to CZK using the "deviza prodej" Exchange Rate (foreign currency sell rate – cashless). This amount expressed in CZK shall be subsequently converted to the Account currency using the "deviza nákup" Exchange Rate (foreign currency buy rate – cashless) in effect normally at the time the transaction is recognized or using the Exchange Rate in effect on the preceding Business Day on the day of the initial recognition of the transaction, and the resulting amount shall be debited from the Account.

If the original transaction and the Account are denominated in the same currency, no conversion occurs.

If an already executed Debit Transaction is accompanied with a Credit Transaction carried out by a merchant whose transaction is processed by another bank, we shall not be liable for any difference between the converted amounts resulting from the fact that a certain

amount of time has elapsed between the settlement of the Debit Transaction and the Credit Transaction.

For the settlement of transactions for Payment to the debit card, see the Guide.

For information regarding the differences between our selected eExchange rates and the reference exchange rates of the European Central Bank, expressed as a percentage, see our website (specifically, the “Exchange Rates” section). We shall notify you of such differences, in defined circumstances,^[2] electronically and free of charge via Internet Banking. You have the right to opt out of the receipt of such information (messages). The distribution of information as per this paragraph shall not be applied in respect of Clients who are not Clients – Consumers within the meaning of the General Conditions.

^[2] Regulation (EU) 2021/1230 of the European Parliament and of the Council.

Article 10.11 of the Personal Credit Card Terms and Conditions will be amended as follows:

Settlement of transactions. We shall debit/credit the transactions which we receive for processing from/to the Account on every Business Day. The settlement time depends on the submission of supporting documents by the merchant’s bank – i.e. we cannot affect such times or preclude the settlement of transactions. Consequently, late transaction settlement cannot be the sole reason for a complaint relating to such a transaction.

Any CZK transactions originating from domestic settlement with regard to an Account in a foreign currency shall be settled from the Card Account using KB’s “deviza nákup” Exchange Rate (foreign currency buy rate – cashless).

If the currency of the original transaction corresponds to the Card Account currency, no conversion shall take place.

Any transactions originating from international settlement shall be converted to EUR based on the Card Association’s exchange rate. If a transaction is executed in EUR, no such conversion shall take place.

An amount denominated in EUR received from the Card Association shall be converted to CZK using the “deviza nákup” Exchange Rate (foreign currency buy rate – cashless), in effect as a rule at transaction settlement time, or, as the case may be, using the Exchange Rate in effect on the preceding Business Day, and the resulting amount shall be debited from the Card Account.

If an already executed Debit Transaction is accompanied with a Credit Transaction carried out by a merchant whose transaction is processed by another bank, we shall not be liable for any difference between the converted amounts resulting from the fact that a certain amount of time has elapsed between the settlement of the Debit Transaction and the Credit Transaction.

The manner in which transactions made via the Payment to the Card are cleared is specified in the Guide.

For information regarding the differences between our selected exchange rates and the reference exchange rates of the European Central Bank, expressed as a percentage, see our website (specifically, the “Exchange Rates” section). We shall notify you of such differences, in defined circumstances,^[3] electronically and free of charge via a message from Internet (online) banking. You have the right to opt out of the receipt of such information (messages).

^[3] Regulation (EU) 2021/1230 of the European Parliament and of the Council.

Article 8.5 of the Debit Card Terms and Conditions and Article 14.5 of the Personal Credit Card Terms and Conditions will be amended with no effect on the meaning.

Alternative delivery method. In case of an emergency, we may agree with you or the Holder that a *new* debit card and, *if applicable*, PIN may be delivered to an alternative location in the Czech Republic or abroad by means of a paid service.

In Article 10.2 of the Debit Card Terms and Conditions and in Article 16.2 of the Personal Credit Card Terms and Conditions, the Holder’s duty to protect card data will be added: *“The Holder must protect and refrain from disclosing, providing, and sharing in any way whatsoever payment card data, such as the payment card number, expiry date, and the three-digit card verification value.”*

In Article 11.1 of the Debit Card Terms and Conditions and in Article 18.1 of the Personal Credit Card Terms and Conditions, the definition of the following terms will be amended as follows:

“Digital Card” shall mean a debit card, which is a contactless digital version of your embossed card. You can use it with smart mobile devices [smartphones, tablets, smartwatches, etc.] to pay at NFC contactless terminals in regular shops or to pay online. Digital Cards allow the use of the Google Pay, Apple Pay,¹ and Garmin Pay, ~~Fitbit Pay~~ services provided by third parties; consequently, the extent of such services depends on individual service providers. For more information about the Digital Card and associated services, see the Guide. **“Credit Transaction”** shall include any and all payments refunded by merchants to the Account, cancelled transactions, and complaints lodged with merchants, *or incoming Payments to the debit card*.

“Exchange Rate” shall mean the exchange rate published by the Bank *and applicable to card transactions*.

^[1] Apple Pay is a trademark of Apple Inc., registered in the United States of America and in other countries.

In Article 18.1 of the Personal Credit Card Terms and Conditions, the following term will be redefined:

“Contract” shall mean the Contract for a Personal Credit Card entered into by and between the Bank and the Client. *For the purposes of the application of the Terms and Conditions, the term Contract is considered to include, where applicable, an agreement on the repayment of a debt arising from the Contract entered into in connection with the termination of the Contract, provided that the Terms and Conditions constitute an integral part of such an agreement.*

4) Overview of changes in the Terms and Conditions of the Provision and Use of KB eTrading in effect as of 1 November 2024

Article 14.2 will be amended as follows:

Information duty. The Client shall provide to the Bank:

- a) At any time at the Bank's request, any information about himself, his assets, or business, which the Bank may reasonably require in connection with the Contract or any Transaction;
- b) *The full version of* his financial statements to the extent of the balance sheet, the profit and loss statement, an overview of receivables and liabilities/~~trade payables before the due date and overdue~~ by the ~~twentieth (20th)~~ *thirtieth (30th)* day after the end of the calendar quarter for which the statements were drawn up (*with the exception of the end of the applicable accounting period*);
- c) His financial statements *bearing the Client's signature*, i.e. *the full version of financial statements including* the balance sheet, the profit and loss statement including the notes, the auditor's statement, and the annual report, if the law requires the Client to have his final accounts audited, ~~and a copy of the income tax return containing a stamp confirming receipt by the relevant tax authority~~, no later than on the ~~seventh (7th)~~ *one hundred eightieth (180th)* day ~~after the filing of the income tax return to the relevant tax authority~~ *after the end of the applicable accounting period*.

The following three paragraphs apply only to municipalities:

- a) At any time upon the Bank's request, any information about itself, its assets, or activities which the Bank may reasonably require in connection with the Contract or any Transaction;
- b) *The full version of* its financial statements to the extent of the balance sheet, the profit and loss statement, and statements for assessment of budget compliance by the ~~twentieth (20th)~~ *thirtieth (30th)* day after the end of the calendar quarter for which the statements were drawn up (*with the exception of the end of the applicable accounting period*);
- c) *The full version of* its financial statements to the extent of the balance sheet, the profit and loss statement, including the final account containing the report on the audit of the Client's financial management, by 30 June of the year immediately following the year for which the statements were made.

Article 14.3 will be amended as follows:

Other duties of the Client. The Client undertakes that:

- a) Without the prior written consent of the Bank, he shall not: ~~provide any guarantee or financial guarantee~~, transfer (*including transfer to a trust fund*) ~~and otherwise encumber or allow to encumber~~, ~~alienate, assign~~, lease; ~~or~~ lease under a usufructuary lease, ~~or provide as security~~, his assets, in part or in full, to any third party, ~~or provide the same as collateral~~ (except for the Persons Controlled by SG), or dispose of his assets, in part or in full, with similar legal effects, ~~or encumber or allow encumbering of such assets by any right of a third party (except for the Persons Controlled by SG) or include it into a trust fund~~. Furthermore, the Client undertakes not to obtain or provide ~~without the Bank's prior written consent~~ any loan or simple loan; ~~issue a bill of exchange or promissory note~~; co-accept a bill of exchange; or enter into any lease-to-own contract, lease contract, or usufructuary lease contract under which he would have the position of a lessee or usufructuary lessee. The Bank hereby undertakes not to withhold its consent to the above without a serious reason. The above restrictions do not apply to (i) transfer ~~or assignment~~ of the Client's assets, ~~in part or in full~~, in a standard business transaction ~~or which, with respect to its nature, purpose, extent and volume, is customary in the regular activities directly following from~~ to the extent of the Client's business objects or activities, ~~provided that such activities are performed solely~~ under standard market terms, and (ii) any encumbering of ~~the Client's assets in connection with the securing of~~ the Client's debts to the Bank;
- b) All of the Client's debts under the Contract and under concluded Transactions shall, until their full repayment, be, *in terms of the collateral securing such debts and* the order in which they are repaid, at least pari passu in regard to his other existing and future debts of a similar nature. This shall not apply to the debts whose higher ranking is due to mandatory provisions of the law.

The following term in Article 28.3 will be amended as follows:

"Conversation" shall mean the negotiation between the Client and the Bank concerning the specific conditions of a Transaction or another Service and the conclusion, amendment, or early termination *thereof* carried out by telephone via the relevant telephone numbers. *In the framework of a Conversation, the Client and the Bank may deviate from the text of the Contract for the purposes of a specific Transaction or a specific Service.*

5) Overview of changes in the KB Price List in effect as of 1 November 2024 (all prices are stated in CZK)**Changes in the KB Price List for Individuals**

Item in the KB Price List	Price in effect as of 1 November 2024	Change
Cash transactions		
Cash deposit / withdrawal in CZK / foreign currency		
Monthly volume of processed cash over CZK 2 million	0.15 % ¹⁾	<i>The price will remain unchanged. The comment will be amended.</i>
<p>1) If the sum of cash transactions executed by the owner and/or a third party on all of the client's current accounts exceeds CZK 2 million in a calendar month, the sum in cash in excess of CZK 2 million or a foreign currency equivalent will be subject to a 0.15% charge in the following month. Cash transactions mean deposits and withdrawals made over the counter and/or through <i>KB</i> ATMs. KB is entitled to charge the fee. If it decides to do so, the Bank shall charge the client the monthly fee in the currency of the relevant account. The fee shall come due on the 5th Business Day of the following month. The Bank is entitled to debit the fee from the client's account (unless the client is a client-consumer) no later than the last day of the same month. If the client has not set aside any account from which to debit the fee, the Bank shall debit the fee from any of the client's accounts at its discretion. If the fee is debited from a foreign currency account, KB's mean exchange rate in effect on the last business day of the month for which the fee is calculated shall be used for converting the fee from CZK.</p>		