



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

Dear client,

We would like to inform you that the terms and conditions for some of our services and the Price list will change starting from **1 May, 2025**. Of course, you will be affected only by the changes to those services that you have agreed with us.

Which areas are involved?

- | | |
|---|--|
| 1) General terms and conditions | 6) GARANT consumer loans |
| 2) Notice on the payment system | 7) Tariff of fees |
| 3) Debit cards terms and conditions and personal credit cards terms and conditions | 8) Terms and conditions for business and corporate credit cards |
| 4) Deposit accounts terms and conditions | 9) Terms and conditions for authorised overdrafts for natural persons entrepreneurs and legal persons |
| 5) Credit terms and conditions for natural persons non-entrepreneurs – consumer loan for housing | |

If you disagree, you may reject the proposed changes and terminate the contract in accordance with Article 31 of the General Terms and Conditions. If you do not reject the change, it will become effective on 1 May, 2025.

Yours faithfully,

Komerční banka

How to understand the text?

We have marked all the upcoming amendments in the document. We have added the new text *marked as such* and removed *the crossed-out text*.

1. Overview of amendments to the General Terms and Conditions effective from 1 May 2025

As of 1 May 2025, the following new General Terms and Conditions, as amended below, shall be deemed to form an integral part of the Contract within the meaning of Article 2.1 of the General Terms and Conditions.

Article 3.1 has been amended as follows:

Identification of individuals. Before or during the provision of a Banking Service is provided, the Bank shall be entitled to require presentation of identification documents *or digital copies of ID cards*, additional documents and information needed for the provision of a Banking Service and a proper identification and check-up of the Client and individuals authorised to act on behalf of the Client, establishing the ownership and governance structure and the Client's Beneficial Owner, and for determining whether the Client or Client's Beneficial Owner are a Politically Exposed Person or a Sanctioned Person. The Bank shall be entitled to set specific conditions for determining the Client's Beneficial Owner.

Article 3.3 has been amended as follows:

Copying of documents. The Bank shall be entitled to make copies of submitted documents *or digital copies of ID cards* for its own need.

Article 4.2 has been amended as follows:

Client's duty to notify. To ensure a proper provision of a Banking Service, the Client shall be obliged to inform the Bank, without any unnecessary delay, about:

- a) any changes in his/her/its contacts, identification data, and additional data disclosed to the Bank pursuant to Article 3.2 hereof, and in the data concerning persons acting on behalf of the Client and the Beneficial Owner,
- b) any fact that may make the Client a Person with a special relation to the Bank,
- c) any change in circumstances determining a status of a Politically Exposed Person or a U.S. Person, or change in the tax residence country,
- d) other changes and circumstances that have or may have a considerable impact on the provision of Banking Services, on the discharging of Client's duties to the Bank, and on the legal position (e.g., starting of a winding up/liquidation process, introduction of insolvency proceedings, legal incapacity/insanity etc.), of the Client or persons acting on behalf of the Client or of the Beneficial Owner,
- e) any loss *or abuse* of documents whose importance for the provision of Banking Services is crucial, as well as of documents *or means* of identification of the Client or persons acting on behalf of the Client.

Article 4.5 has been amended as follows:

Authenticity and correctness of presented documents. The Bank shall act in a good faith in the authenticity and truthfulness of presented papers, *means of identification by digital identical copies of ID cards*, documents and provided information and shall not be obliged to accept them in case of justified doubts.

Article 7.4 has been amended as follows:

Embargoes and sanctions. As at the date of executing the Contract and as at the moment of providing the Banking Service, the Client declares that *neither the Client nor any Group Member is a Sanctioned Person or, to the Client's knowledge, any member of the statutory body, director, agent, employee of the Client or connected person is not* a Sanctioned Person or a party to any agreement or transaction with a Sanctioned Person and does not deal with goods or provide services that are subject to Sanctions. The Bank shall be entitled not to execute any Banking Service, *limit its use* or reject any order or request by the Client if the Client becomes a Sanctioned Person or if the provision of a Banking Service or execution of a Client's order or request may result in a breach of a Sanction by the Bank or of a similar measure imposed by the Bank or SG Financial Group. In such a case, the Bank shall not be responsible for any delay in or a failure to execute the Banking Service or the order or request. In that case, the Bank shall further be entitled to demand information and documents related to the Client's order or request, or to terminate or cancel (withdraw from) the Contract and, in the case of transactions in financial markets, the Bank shall be authorized to execute the close-out netting pursuant to the applicable Contract (such events being considered Events of Default under the applicable Contract). The Client acknowledges that the Bank shall be entitled to disclose to the competent authorities any information requested. *The Client shall not make any payment in any alternative currency or otherwise take any of the steps or actions if to do so would result in a breach of any of the Sanctions or of any applicable laws or regulations, or might reasonably be construed as evasion or circumvention thereof.* The Client shall not be exempted from his/her/its obligation to make

any payment or pay any debt to the Bank if the Bank refuses to receive or accept a payment from the Sanctioned Person or a payment subject to Sanctions or similar measures imposed by the Bank or by the SG Financial Group. *Nothing in this clause shall operate to relieve or release the Client from any of his/her obligations under the respective Contract, or affect the rights of the Bank under the respective Contract.*

We have added a new Article 7.5 as follows:

The Bank shall be entitled to take measures beyond the scope of the Sanctions and affecting Clients who are not Sanctioned Persons with immediate effect. On the basis of such measures, the Bank may in particular restrict the use of the agreed products and services, banking applications, and payment transactions. As part of payment transactions, the Bank may also take measures on the basis of which it shall be entitled to refuse to carry out payment transactions, either in full or to a certain extent (e.g. in a certain currency or by a certain means of payment). This may include, in particular, limitations on the scope of services within countries and regions affected by the Sanctions or similar restrictions applied and respected within under the SG Financial Group's policy, or limitations on services provided to a Client that has a link to such countries and regions by itself, through its statutory body, or through a Group Member.

Article 9.1 has been amended as follows:

The Bank executes Contracts with the Client at its points of sale, electronically or via other technical means, using instruments that make it possible to identify an individual signing a Contract (e.g. an electronic signature *accepted by the Bank*) and capture the contents of a Contract. A Contract shall be entered into for an indefinite period of time unless specified otherwise therein.

Article 10.1 has been amended as follows:

Cancellation by the Bank. The Bank shall be entitled to cancel the Contract or its severable part in case that the Client seriously breaches his/her contractual duties or legal obligations related to the Banking Services or if the Bank learns of other facts that might seriously impair Client's ability to meet his/her obligations properly. *The Bank shall be entitled to cancel the Contract in case that the Client does not fulfil or breaches any of its obligation in relation to the Sanctions or Sanctioned Persons or any representation of the Client in relation to the Sanctions or Sanctioned Persons becomes inaccurate, incomplete or misleading.* The Bank shall also be entitled to cancel the Contract as a result of any action on the part of the Client that may impair the trust and confidence between the Client and the Bank. The Contract shall cease to exist at the date a notice of cancellation is delivered to the Client or within another deadline set forth by the Bank. Client's outstanding debts shall become due and payable on the first Business Day after the cancellation of the Contract, unless the Bank sets out a later date in the notice of cancellation.

Article 20 has been amended as follows:

20. Cheques

20.1 The bank does not provide this service. The cheque or money order holder requests the Bank to immediately cash the cheque or money order or to arrange for its collection. The Bank shall have the sole right to decide on the method of processing the cheque. The Bank shall process cheques drawn in the currencies specified in the Bank's exchange rate list. If a cheque is presented in another currency, the Bank is entitled to determine an alternative currency for processing the cheque.

20.2 The Bank shall not be liable for damages resulting from the cashing in a lost, stolen, forged or altered cheque or money order.

20.3 The Bank reserves the right to suspend cashing of a cheque or money order pending verification by the issuing or cashing bank.

20.4 Both the Customer and the Bank may terminate the agreement relating to cheques and money orders by giving 30 calendar days' notice. The period of notice shall commence on the first day following receipt of the written notice.

Article 35.1 has been amended as follows:

The provisions of this Article 35 shall only apply to the Frame Agreement on Products and Services, Contracts based on the Frame Agreement, Contracts that can be negotiated or handled in the KB+ Internet Banking, *or as soon as we allow you to do so, in the KB+ Business application*, as well as to contractual relationships where the application of this Article results from the meaning and import of its other provisions.

Article 35.2 has been amended as follows:

Communication and delivery. *The Bank shall preferably communicate with the Client electronically via the mailbox in the KB+ or KB+ Business Internet Banking applications. In addition, the Bank may also communicate with the Client using the contact telephone number or a contact e-mail address used for communication between the Bank and the Client. The contact telephone number/e-mail address mean the telephone number/e-mail address confirmed by the Client, in particular for sending the documentation and/or amendments thereto and sending passwords and codes. Article 8 hereof shall be amended to the effect that contractual and other documents or amendments thereto pursuant to Article 31 hereof shall be preferably delivered by the Bank to the Client's mailbox in the KB+ or KB+ Business Internet Banking applications. In addition, the Bank may determine that the documents pursuant to the preceding sentence shall be delivered to the Client at the contact e-mail address specified by the Client in this Article. In order to properly receive items delivered to the Client's mailbox in the KB+ or KB+ Business Internet Banking applications, the Client must keep his/her access to the mailbox active. The Bank shall be entitled to choose the method of communication and delivery in a particular case.*

The Client may communicate with the Bank through its Contact Centre by e-mail and by telephone (e-mail: kbplus@kb.cz, telephone number +420 955 551 505 for calls in Czech and +420 955 551 515 for calls in English) or at any branch of the Bank, unless otherwise permitted or specified by the Bank in a particular case. This is without prejudice to the provisions of Article 5 hereof.

The Bank and the Client preferably communicate electronically to the contact e-mail address or contact telephone indicated by the Client, which the Client has confirmed is used for communication between the Client and the Bank, in particular for sending documentation and amendments thereto and sending passwords and codes, unless otherwise agreed. The mailbox in KB+ Internet Banking application is also used for mutual communication.

We have removed the existing Article 35.3

The fourth and fifth sentences of Article 8.4 of the GTC Method of Delivery shall be replaced by the following text: “Contractual and other documents or amendments thereto pursuant to Article 31 of the GTC shall be delivered by the Bank to the Client’s mailbox in KB+ Internet Banking application or to the contact e-mail address for which the Client has confirmed that it serves for communication between him and the Bank, in particular for sending documentation and amendments thereto. The Bank may determine the documents that are preferably delivered to the Client’s mailbox in KB+ Internet Banking application.”

If the GTC refers to Article 8.4 of the GTC, the wording of this Article 35.3 shall apply appropriately.

The existing Articles 35.4 to 35.6 has been renumbered as 35.3 to 35.5.

Article 35.3 (formerly 35.4) has been amended as follows:

Unless the context indicates otherwise, the following rules shall apply to contractual relationships referred to under Article 35.1 when interpreting these GTC:

- a) the Tariff of Fees shall mean the Pricelist of Products and Services;
- b) The Notice on the Payment System shall mean the Payment Rules;
- c) The Contract shall also mean the Frame Agreement on Products and Services;
- d) Internet banking shall mean the KB+ *or* KB+ *Business* Internet Banking applications;
- e) The authorised debit drawing shall mean the Overdraft.

Articles 14.3, 15.1 and 15.2 of the GTC do not apply to contractual relations under this article.

In Article 36.1, the definition of “Sanctioned Person” has been amended as follows:

“**Sanctioned Person**” shall mean any person, whether or not having legal personality, that:

- (i) appears in any list of designated persons subject to the Sanctions;
- (ii) is located in or incorporated under the laws of a country or territory that is subject to the comprehensive Sanctions;
- (iii) is owned or controlled, whether directly or indirectly (as defined in the relevant Sanctions), by a person listed above under paragraphs (i) or (ii);

or

- (iv) *a member of whose statutory body is a person referred to in (i) or (ii) above; or*
- (v) *(iv) is, or shall be after any period of time, subject to the Sanctions.*

We have added a new definition of “Subject of the Group” in Article 36.1 as follows:

“Subject of the group” *means a person directly or indirectly controlling the Client or a person directly or indirectly controlled by the Client or a holding company of the Client or a person with whom the Client forms a group.*

Article 37.1 has been amended as follows:

These GTC shall take effect on ~~1 November 2024~~ 1 May 2025.

Article 37.2 has been amended as follows:

These GTC shall cancel and replace the GTC effective as of 1.11.2024. The Client’s consent pursuant to Article 28 of these GTC shall be effective only with respect to the Client who enters into a contractual relationship or an amendment to an existing contractual relationship with the Bank, of which these GTC form an integral part, no earlier than on the effective date of these GTC. For a Client who has previously signed, refused to sign or revoked a similar consent, the legal regime of the consent granted, refused or revoked by him/her shall remain unaffected by the amendment to the GTC.

2. Summary of amendments to the Notice on the payment system effective from 1 May 2025

We have added the following text in Article 1.10:

The Bank shall be entitled not to allow the Client to submit a payment Order if the Client is located in territories subject to Sanctions or similar restrictive measures. In particular, the Bank shall not allow the Client to submit a payment Order if the Client is located in Iran, North

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Praha 1, Na Příkopě 33/969, Postal Code 114 07, Company ID: 45317054

Registered in the Trade Registry administrated by the Municipal Court in Prague, Section B, encl. 1360

Korea, Syria, or the Republic of Cuba. In the case of the Republic of Cuba, the restriction applies to payments made in USD. The Bank shall be entitled to reject any Orders possibly submitted in these territories and nor to execute such transactions.

We have amended Article 5 as follows:

5.1 *The Moment of Effectiveness of an Order concerning 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 that is not a Business Day, or a deposit made through an ATM to a foreign currency Account on a Business Day after 5pm or on a day that is not a Business Day, in which case the Moment of Effectiveness of the Order shall occur on the next succeeding Business Day following the date of the deposit. However, the Moment of Effectiveness as per the foregoing sentence shall only occur if all prerequisites are met as set forth by the Contract and by law for the execution of the Order, including availability of liquid funds in the Account (in case of cash withdrawal). Failing this, the Bank shall reject such an Order.*

The Moment of Effectiveness of an Order concerning 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/withdrawn, except for cash deposits/withdrawals made at the Bank's points of sale on a day that is not a Business Day and foreign currency deposits made to an Account through an ATM on Business Days after 5pm or on a day that is not a Business Day, in which case the Moment of Effectiveness of the Order shall occur on the next succeeding Business Day following the date of the deposit or withdrawal. However, the Moment of Effectiveness as per the foregoing sentence shall only occur if all prerequisites are met as set forth by the Contract and by law for the execution of the Order, including availability of liquid funds in the Account (in case of cash withdrawal). Failing this, the Bank shall reject such an Order.*

5.2 Deadlines for crediting the funds. *Cash deposits to the credit of the Client's Account or an account kept with the Bank for a third party shall be settled by the Bank and made available to the Client at the respective payee's account immediately after the Moment of Effectiveness of the Order. The Bank shall debit withdrawn funds from the Client's respective Account immediately after the Moment of Effectiveness of the Order. **Deadlines for crediting the funds.** Cash deposits to the credit of the Client's Account or an account kept with the Bank for a third party shall be settled by the Bank and made available to the Client at the respective payee's account immediately after the Moment of Effectiveness of the Order. The Bank shall debit withdrawn funds from the Client's respective Account immediately after the Moment of Effectiveness of the Order.*

5.3 Cash deposits made through an ATM into an Account held with the Bank *on Business Days between 8:30 pm and 12:00 am or outside Business Days, and foreign currency deposits made to an Account through an ATM on Business Days after 5 pm 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 without a currency conversion, an Order for a payment in a foreign currency without a currency conversion and an Order for an Instant Payment to be made in CZK and also for cash withdrawal through an ATM or card payment. These cash deposits made via ATM may not be possible to use, in particular, to execute a standing outgoing payment Order in CZK or in a foreign currency, automatic transfer of balance, payments to credit card accounts or accounts other than payment accounts, and for payment orders to be made in CZK or in a foreign currency involving a currency conversion, and a direct debit order processed as a continuous or a batch type, or a direct debit order to debit funds from the Client's Account delivered to the Bank from the ČNB Clearing Centre, that are submitted for clearing at their due date from 8:30pm onward.*

5.43 Cash deposit made into an account kept with another bank. *The Moment of Effectiveness of an Order concerning a cash deposit made into an account kept with another bank shall occur at the date of the delivery of the Order to the Bank, provided that all terms set forth by the Contract and by law have been met so that the Order can be executed. The Bank shall execute such an Order before the end of the next Business Day succeeding after the day on which the Moment of Effectiveness of the Order shall have occurred. However, if the Order has been delivered to the Bank before 1pm of the given day as an Order for a super express deposit do another bank, the Bank shall execute such an Order on the day on which the Moment of Effectiveness of the Order occurs. The Bank shall reject an Order for a super express deposit if the Bank system is not operating in an on-line mode or if the Order has been delivered to the Bank from 1pm onwards.*

We have amended Article 43.18 as follows:

Orders for payments in CZK and/or in a foreign currency, payment Orders abroad, and SEPA Payment Orders submitted through the Payment Initiation Service provider shall not be subject to the Multiple/Multilevel Authorisation and/or multiple-round processing and cannot have advanced due dates.

We have removed the whole Article 48 Cheques accepted for clearance.

Article G FINAL PROVISIONS has been renamed as Article F.

3. Summary of amendments to the Debit cards terms and conditions and Personal credit cards terms and conditions effective from 1 May 2025

The proposed amendments apply to Mastercard and Visa card holders.

We have clarified the list of debit card activation options in Article 1.5 of the Debit card terms and conditions. New wording of the article:

Activation of the debit card. All cards provided by us are inactive. Activation of the card is described in the guide: The Holder shall not be entitled to use the card until it is activated. *The card shall be activated by the card Holder.*

A physical card can be activated by carrying out a successful transaction confirmed by an online PIN, during which the card is inserted into a payment terminal / ATM:

- *Point of Sale payment;*
- *Cash withdrawal at any ATM;*
- *Cash deposit at KB ATMs;*
- *Activation transaction at KB ATMs (without cash withdrawal) using the Card Activation option; or*
- *Renewal of KB Klíč / password at KB ATMs.*

A Deposit Card can only be activated by means of an activation transaction / cash deposit at a KB ATM. If you use KB+ Internet Banking application to service your cards, you can also activate your cards there under the terms and conditions we define. However, in order to carry out contactless payment transactions with a physical card, you must activate your card in the manner described in the previous paragraph. If you activate your card using KB+ Internet Banking application, you agree to have it physically in your possession during the activation process. If you do not have it in your possession, you are liable for the risks of its use by activating it.

We have clarified the list of credit card activation options in Article 7.6 of the Personal credit card terms and conditions. New wording of the article:

Activation of the card. All cards *provided* issued by us are inactive. Activation of the card is described in the guide: The Holder shall not be entitled to use the card until it is activated. *The card shall be activated by the card Holder.*

A physical card can be activated by carrying out a successful transaction confirmed by an online PIN, during which the card is inserted into a payment terminal / ATM:

- *Point of Sale payment;*
- *Cash withdrawal at any ATM;*
- *Activation transaction at KB ATMs (without cash withdrawal) using the Card Activation option; or*
- *Renewal of KB Klíč / password at KB ATMs.*

If you use KB+ Internet Banking application to service your cards, you can also activate your cards there under the terms and conditions we define. However, in order to carry out contactless payment transactions with a physical card, you must activate your card in the manner described in the previous paragraph. If you activate your card using KB+ Internet Banking application, you agree to have it physically in your possession during the activation process. If you do not have it in your possession, you are liable for the risks of its use by activating it.

In Article 1.10 of the Debit card terms and conditions, we have added a list of information that we are entitled to disclose to the Holder, as well as the Holder's rights for selected cards operated in KB+ Internet Banking application. New wording of the article:

Holder's rights. You hereby agree that the Holder – other than you – specified in the Contract may execute with us amendments to such Contract, provided the subject matter of such amendments is solely (i) the change of data relating to such Holder; or (ii) refusal of the automatic card renewal relating to such Holder; or (iii) request for a duplicate card for such Holder that may be subject to a fee according to the current Tariff of Fees charged to the Account; or (iv) request for an early card renewal for such Holder; or (v) request for a replacement card after a card is stoplisted; or (vi) request for the MojeKarta service, i.e. for a design or any change thereto for the Holder, *that may be subject to a fee that may be subject to a fee* according to the current Tariff of Fees charged to the Account, unless agreed otherwise with you.

A Holder other than you is entitled to view and use the debit card, particularly using their internet banking. You acknowledge that we are entitled to disclose your name and surname, account number, including the name of the account to which the card is provided, as designated by you, to the Holder. You further acknowledge that such Holder is entitled to view and, if applicable, copy the full card number and CVV/CVC security code and view the card PIN for selected cards in KB+ Internet Banking application under the terms and conditions we define.

In Article 7.12 of the Personal credit card terms and conditions, we have added a list of information that we are entitled to disclose to the Holder and the Holder's rights for selected cards operated in KB+ Internet Banking application. New wording of the article:

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Holder's rights. You hereby agree that the Holder – other than you – specified in the Contract may execute with us amendments to such Contract, provided the subject matter of such amendments is solely (i) the change of data relating to such Holder; or (ii) refusal of the automatic card renewal relating to such Holder; or (iii) request for a duplicate card for such Holder that may be subject to a fee according to the current Tariff of Fees charged to the Account; or (iv) request for an early card renewal for such Holder; or (v) reduction of the agreed weekly limits for card transactions for that Holder; or (vi) request for a replacement card after a card is stoplisted, *that may be subject to a fee according to the current Tariff of Fees charged to the Account*, unless agreed otherwise with you.

A Holder other than you is entitled to view and use the credit card, particularly using their internet banking. You acknowledge that we are entitled to disclose your name and surname, account number, including the name of the account to which the card is provided, as designated by you, to the Holder. You further acknowledge that such Holder is entitled to view and, if applicable, copy the full card number and CVV/CVC security code and view the card PIN for selected cards in KB+ Internet Banking application under the terms and conditions we define.

We have newly added the digitisation of cards to Article 1.11 of the Debit card terms and conditions and to Article 7.13 of the Personal credit card terms and conditions as follows:

Debit card digitisation. *Activation of the digitised form of the card shall mean the digitisation of the card; consequently, when these Conditions refer to activation, it shall also mean digitisation, as appropriate.*

The card Holder shall activate the Digital Card using our mobile banking or by using third-party services such as Apple Pay, Google Pay or Garmin Pay, subject to the terms and conditions defined by us and the respective third parties. These third parties reserve the right to update the system requirements for their services and to define their scope in the future. Therefore, we shall not be responsible or liable for software updates, outages and notifications of these services nor for the compatibility of any devices that may be used. It is not necessary to have an active physical card for the purpose of digitisation. A card cannot be digitised if the card is locked or has expired.

Credit card digitisation. *Activation of the digitised form of the card shall mean the digitisation of the card; consequently, when these Conditions refer to activation, it shall also mean digitisation, as appropriate.*

The card Holder shall activate the Digital Card using our mobile banking or by using third-party services such as Apple Pay, Google Pay or Garmin Pay, subject to the terms and conditions defined by us and the respective third parties. These third parties reserve the right to update the system requirements for their services and to define their scope in the future. Therefore, we shall not be responsible or liable for software updates, outages and notifications of these services nor for the compatibility of any devices that may be used. It is not necessary to have an active physical card for the purpose of digitisation. A card cannot be digitised if the card is locked or has expired.

In this context, we have amended the wording of Article 2.3 of the Debit card terms and conditions and Article 8.4 of the Personal credit card terms and conditions as follows:

Functioning and the signature strip. The provided debit card shall be contactless, as a rule a plastic card with a chip. In case the provided card features a signature strip, the Holder is required to put his/her signature onto the signature strip immediately upon the receipt of the card. You may also convert the debit card into a contactless Digital Card, provided that we make it possible. *The manner of activation and use of the Digital Card is described in the Guide.*

Functioning and the signature strip. *The card issued provided* shall be contactless, as a rule a plastic card with a chip. In case the provided card features a signature strip, the Holder is required to put his/her signature onto the signature strip immediately upon the receipt of the card. You may also convert the debit card into a contactless Digital Card, provided that we make it possible. *The manner of activation and use of the Digital Card is described in the Guide.*

We have amended Article 4.4 of the Debit card terms and conditions as follows:

Blocking of funds in case of On-Line Transactions. Starting from the moment at which we approve an On-Line Transaction made using the debit card (the moment of an authorisation request concerning the card and balance in the Account), the relevant transaction shall have a “pending transaction” status, and until *the settlement of the transaction is recognised by us*, we shall be entitled to block in the Account an amount of money equal to the amount of the transaction specified in the authorisation request and, consequently, reduce the available balance in the Account by the aforesaid amount. *Once a transaction is successfully authorised and funds are blocked in your account, the bank is generally not entitled to cancel the blocking of the funds; therefore, if you disagree with the transaction, you must wait for the transaction to be recognised and then submit a claim in connection with the transaction.* The blocked amount (with the “pending transaction” status) may differ from the actual transaction amount we shall eventually debit. A cancellation of the blocking of the funds does not necessarily mean a cancellation of the transaction as such; consequently, the transaction may eventually be recognised. If the transaction is an international transaction and the Account is denominated in CZK, the amount to be blocked in the Account shall be converted from the original amount of transaction to CZK using the Card Association’s exchange rate. If the Account is denominated in a foreign currency, the amount to be blocked in the Account shall be converted from the original amount of transaction to CZK using the Card Association’s exchange rate and then from CZK to the currency in which the Account is denominated using the current “deviza nákup” Exchange Rate (foreign currency buy rate – cashless). In case the Account currency corresponds to the transaction currency, there is no conversion and the card funds are blocked using the original amount. If the transaction is denominated in CZK and the Account is

denominated in a foreign currency, the amount to be blocked in the Account shall be converted from CZK to the foreign currency using the current “deviza nákup” Exchange Rate (foreign currency buy rate – cashless).

The manner in which the Exchange Rates are used during the blocking and the subsequent recognition is clearly described in the Guide.

We have amended Article 10.4 of the Personal credit card terms and conditions as follows:

Blocking of funds in case of On-Line Transactions. Starting from the moment at which we approve an On-Line Transaction made using the debit card (the moment of an authorisation request concerning the card and balance in the card Account), the relevant transaction shall have a “pending transaction” status, and until ~~the settlement of~~ the transaction is recognised by us, we shall be entitled to block in the card Account an amount of money equal to the amount of the transaction specified in the authorisation request and, consequently, reduce the available balance in the card Account by the aforesaid amount. Once a transaction is successfully authorised and funds are blocked in your account, the bank is generally not entitled to cancel the blocking of the funds; therefore, if you disagree with the transaction, you must wait for the transaction to be recognised and then submit a claim in connection with the transaction. The blocked amount (with the “pending transaction” status) may differ from the actual transaction amount we shall eventually debit. A cancellation of the blocking of the funds does not necessarily mean a cancellation of the transaction as such; consequently, the transaction may eventually be recognised. If the transaction is an international transaction, the amount to be blocked in the card Account shall be converted from the original amount of transaction to CZK using the Card Association’s exchange rate. The manner in which the Exchange Rates are used during the blocking and the subsequent recognition is clearly described in the Guide.

Article 18 has been newly renumbered as 17 and Article 19 has been newly renumbered as 18 in the Personal credit card terms and conditions.

We have added the option for the Holder to add selected cards into the Click to Pay service in Article 4.17 of the Debit card terms and conditions and in Article 10.17 of the Personal credit card terms and conditions. New wording of the Articles:

On-line administering of the debit card. You shall be allowed to change/amend your identification data and debit card parameters agreed upon in the Contract, or authorise a third party to do so on your behalf, including submitting a new application for a card, under the terms and conditions stipulated by us, provided that we make it possible for you to do it via a relevant internet banking service. The Holder is entitled to add selected cards to the Click to Pay service provided by Card Associations Visa and Mastercard under terms and conditions defined by us and the Card Associations. Cards can be added to Click to Pay using KB+ Internet Banking application or through the Card Associations or cooperating merchants. The providers of this service (Card Associations) reserve the right to update the system requirements for their service and to define the scope of the service in the future. Therefore, we shall not be responsible or liable for software updates, outages and notifications of this service. Please refer to the Guide for more information.

On-line administering of the card. You shall be allowed to change/amend your identification data and card parameters agreed upon in the Contract, or authorise a third party to do so on your behalf, including submitting a new application for a card, under the terms and conditions stipulated by us, provided that we make it possible for you to do it via a relevant direct banking service. The Holder is entitled to add selected cards to the Click to Pay service provided by Card Associations Visa and Mastercard under terms and conditions defined by us and the Card Associations. Cards can be added to Click to Pay using KB+ Internet Banking application or through the Card Associations or cooperating merchants. The providers of this service (Card Associations) reserve the right to update the system requirements for their service and to define the scope of the service in the future. Therefore, we shall not be responsible or liable for software updates, outages and notifications of this service. Please refer to the Guide for more information.

We have amended the term “Digital Card” in Article 11.1 of the Debit card terms and conditions and in Article 17.1 (formerly 18.1) of the Personal credit card terms and conditions as follows:

“**Digital Card**” shall mean a debit card, which is a contactless digital version of your embossed card. You may 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 are made possible by services such as Google Pay, Apple Pay¹, Garmin Pay 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.

“**Digital Card**” shall mean a card, which is a contactless digital version of your embossed card. You may 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 are made possible by services such as Google Pay, Apple Pay¹, Garmin Pay 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.

We have added the following term to Article 11.1 of the Debit card terms and conditions and to Article 17.1 (formerly 18.1) of the Personal credit card terms and conditions:

¹ Apple Pay is a trademark of Apple Inc., registered in the U. S. and other countries and regions.

“Click to Pay” shall mean a service enabling payments using a digital wallet that can be used for online shopping only, wherever the Click to Pay logo is displayed. You can upload all debit cards issued by us to Click to Pay with the exception of Deposit Cards. Payment card details are stored in Click to Pay in encrypted form. The merchant does not have access to the card details, since the digitised card number is used for payment.

“Click to Pay” shall mean a service enabling payments using a digital wallet that can be used for online shopping only, wherever the Click to Pay logo is displayed. You can upload all credit cards issued by us to Click to Pay. Payment card details are stored in Click to Pay in encrypted form. The merchant does not have access to the card details, since the digitised card number is used for payment.

We have specified the form of cashless drawdown in Article 1.1 of the Personal credit card terms and conditions. New wording of the article:

Credit. You shall be entitled to draw down the Credit using the card in accordance with the Contract, up to the Credit Limit, either in whole or in part, and even repeatedly. The Credit Limit is set forth in the Contract and denominated in the Credit Currency. You may also draw down the Credit by cashless transfers using one-time domestic payment orders; however, only in case we approve such Drawdown using cashless transfers on the basis of a Request. ~~We shall express our approval by facilitating the Drawdown.~~ We shall express our approval by making the Credit available. In particular, we shall not be obliged to facilitate Drawdowns by cashless transfers in cases where a case of infringement as per Article 5.1 hereof shall or may occur or where no card is activated to the Card Account.

We have added a provision on sending overpayments from the Card Account to the Current Account in Article 2.4 of the Personal credit card terms and conditions. New wording of the article:

Card Account overpayment. In case you make a payment to us that exceeds any debts existing under the Contract, we have the right to register an overpayment of the Card Account (provided this is technically feasible) that would be used to cover any future debts arising under the Contract. Newly incurred debts under the Contract will first be settled using such overpayment. A Card Account overpayment may only exist insofar as strictly necessary – e.g. in case of merchants’ refunds to the Card Account in connection with claims concerning goods purchased with the relevant card. No interest shall be paid in connection with your overpayment. If the technical systems do not allow us to record the overpayment on the Card Account, we are entitled to send the overpayment to a current account held with us. In case the Contract is terminated and we do not have any receivables from you under the Contract, we shall transfer such overpayment ~~in the amount~~ registered in the Card Account as of the Contract termination date to a Current Account ~~maintained by us~~ or to any other account notified to us by you upon the Contract termination.

We have clarified the conditions for the implementation of Automatic repayment in Article 2.7 of the Personal credit card terms and conditions. New wording of the article:

Automatic repayment. In the Contract, you can arrange for an Automatic repayment of the drawn down principal of Credit (Charge functionality) during the interest-free period. This functionality may be subject to fees in accordance with the Tariff of Fees. In order for the Automatic repayment (Charge Functionality) to be carried out properly, sufficient funds must be credited to the Current Account on the day prior to the agreed date of the Automatic repayment. We carry out the Automatic repayment during the day we have agreed on, therefore it is not always possible to take account of all incoming payments to the Current Account on the day of the Automatic repayment. Any payment to the Card Account made on the day the Automatic repayment is carried out may not be reflected in the amount of the Automatic repayment.

We have amended Article 3.3 of the Personal credit card terms and conditions as follows:

Interest-free period. If:

- a) you meet any and all obligations you may have to us in a due and timely manner; and
- b) you repay the full amount of the drawn down principle of Credit specified in a relevant Card Account statement so that the aforesaid amount is credited to the Card Account no later than the 20th day of the month in which the statement is issued, you shall not pay any interest on the drawn down amount of the principal of Credit for the period of time to which the relevant Card Account statement relates. If the 20th day of the month falls on a weekend, a non-working day or a public holiday, i.e. it is not a Business Day within the meaning of the GTC, the deadline for repayment of the full amount of the drawn down principle of Credit during the interest-free period is the Business Day preceding the 20th day of the month. The exact date for the use of interest-free period is always indicated in the Account statement to the Card.

4. Summary of amendments to the Deposit accounts terms and conditions effective from 1 May 2025

We have amended Article 2.4 as follows:

Treatment of interest and/or deposit. You may arrange one of the following treatments of interest and/or deposit:

- for a Short-term Account:
 - cashless transfer of interest and/or deposit to a designated account in the same currency (outside the Bank, transfer of interest

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can be arranged only in CZK and only to accounts with banks operating in the Czech Republic); we shall pay cashless transfers no later than two Business Days following the deposit due date;

- crediting interest to the deposit; or
- cash withdrawal of interest and/or deposit (for Accounts with automatically renewed Deposit Period, cash withdrawal of interest is possible only on the deposit due date, after which interest is credited to the deposit);
- for a Medium-term Account:
 - cashless transfer of interest and/or deposit to a designated account in the same currency (outside the Bank, transfer of interest can be arranged only in CZK and only to accounts with a bank with banks operating in the Czech Republic); we shall pay cashless transfers no later than two Business Days following the deposit due date; or
 - cash withdrawal of interest and/or deposit (in this case, we do not charge any interest from the moment the interest is credited to the Account until it is withdrawn).

5. Summary of amendments to the Credit terms and conditions for natural persons non-entrepreneurs – consumer loan for housing effective from 1 May 2025

The Credit terms and conditions for natural persons non-entrepreneurs – consumer loan for housing as amended below shall be considered an integral part of the mortgage loan agreement within the meaning of Article 2.2 of the General terms and conditions as of 1 May 2025:

We have amended the existing Article 5.2 as follows:

5.2 You are obliged to inform us immediately of any events which have or may have the effect of jeopardising your ability to repay the Loan or extinguishing or impairing the security for your debts to us under the Contract. You are also obliged to inform us of any dissolution of your *marital* community property and the proposed settlement of your obligations under the Contract.

We have amended the existing Article 5.3 (g) as follows:

(g) proof of any modification of the *marital* community property and

We have amended the existing Article 8.1 (m) as follows:

(m) your *marital* community property ceases to exist during the term of the Contract and you fail to settle your obligations under the Contract at our request or, in our opinion, the rights under the Contract will be affected by your settlement agreement;

We have amended the definition of the term “Mailbox” in the existing Article 10.1 as follows:

“**Mailbox**” means a dedicated space in the KB+ Internet Banking application, accessible via a smartphone or internet, for *our mutual* communication and delivery. The mailbox or part of it, as well as your contact email, serve as a permanent data carrier.

We have amended the existing Article 11.1 as follows:

Unless otherwise agreed in the Contract, we will communicate preferably electronically; via Mailbox, if you use the KB+ Internet Banking application. In addition, we may also communicate with you by email or telephone via Mailbox if you use the KB+ Internet Banking application.

We will preferably deliver documents relating to the Contract, including those that may result in the termination of the contractual relationship, and documents relating to the Contract and any amendments thereto, including passwords and codes, electronically to the email address you have provided or to the Mailbox. In addition, we may determine that we deliver the foregoing documents and documentation to the email address you provided or, in rare cases, we may also deliver the foregoing documents and documentation to you also in paper form to your Contact Address.

The existing Article 11.3 has been renumbered as 11.4 and amended as follows:

11.4 The terms and conditions shall take effect on ~~23 October 2023~~ 1 May 2025.

Article 11.3 newly read as follows:

These terms and conditions shall repeal and replace the Credit terms and conditions for natural persons non-entrepreneurs – consumer loan for housing effective from 23 October 2023.

6. Summary of amendments to the GARANT consumer loans effective from 1 May 2025

The following amendments shall apply to all loan agreements under which a product whose name includes GARANT has been granted. Note: If we state in the text below that an amendment affects “your Loan” or otherwise refer to the “Loan” or “Loan” affected by an addition or amendment, it will always be the Loan specified in an agreement as GARANT or as the type of Loan GARANT.

A) SUMMARY OF AMENDMENTS TO THE LOAN AGREEMENT

1) Addition of the article on account statements to the loan agreement

We have amended the existing provisions of the loan agreement regarding the method and frequency of sending account statements as follows:

When we transfer your Loan into the New era of KB banking, we will discontinue sending monthly account statements. In the KB+ Internet Banking application, you can view, download and save statements of your loan account for the selected period (i.e. a summary of transactions) to your device. This functionality of KB+ Internet Banking application replaces the agreed method of sending account statements.

2) Replacement of part of the article relating to communication and delivery in the loan agreement

We have replaced the provisions of the loan agreement relating to communication and delivery, with the exception of choosing a delivery agent and the part dealing with account statements, entirely by the following:

We have agreed to communicate with you preferably electronically via Mailbox in your Internet Banking or in KB+ Internet Banking application, if you use it. In addition, we may also communicate with you via the contact email or contact phone used for communication between us and you, in particular for sending documentation and amendments to it and sending passwords and codes.

We will preferably deliver any documents relating to this agreement, including documents that may result in the termination of the contractual relationship, as well as contractual and other documents or amendments thereto pursuant to Article 31 of the GTC, electronically to Mailbox in your Internet Banking or in KB+ Internet Banking application, if you use it. We may also specify that we will deliver the documents referred to in the preceding sentence to your contact email address specified above in this article. You must keep access to the Mailbox in order to properly receive deliveries. We are entitled to choose the method of communication and delivery in a particular case, and in rare cases we may deliver documents in paper form to your Contact Address.

If more than one of you has entered into the Agreement and under it, you have chosen a delivery agent, then we expressly agree that we will deliver to the agent's Mailbox or their email address specified above.

You can communicate with us by email and by phone via the Contact Centre (email: kbplus@kb.cz, phone +420 955 551 505 for calls in Czech and phone +420 955 551 515 for calls in English) or at any of our branches, unless we allow or stipulate otherwise in a particular case.

B) AMENDMENT TO LOAN TERMS AND CONDITIONS FOR NATURAL PERSONS NON-ENTREPRENEURS

We have replaced the Loan terms and conditions for natural persons non-entrepreneurs, which are an integral part of your Loan Agreement, entirely by the document **Terms and conditions of the consumer loan GARANT and the Property Loan**. As of 1 May 2025, the Terms and conditions of the consumer loan for the product GARANT and the Property Loan shall form an integral part of your loan agreement.

C) REPLACEMENT OF THE TARIFF OF FEES AND THE EXCERPT FROM THE TARIFF BY THE PRICE LIST

When we transfer your Loan into the New era of KB banking, the **Price list of products and services (“Price list”)**, as in force and effect at the time of transfer, will become an integral part of your loan agreement. Thus, the Price list will replace the existing Tariff of Fees and the Excerpt hereof. The current Price list can always be found at [kb.cz/prices-and-rates](https://www.kb.cz/prices-and-rates). All references to the Tariff of Fees or to the Excerpt hereof in your loan agreement shall be construed as references to the Price list from the moment your Loan is transferred into the New era of KB Banking.

7. Summary of amendments in the KB Tariff of fees effective from 1 May 2025 (all prices are in CZK)

Amendments to the KB Tariff of fees for all client segments

Item in the KB Tariff of Fees	Price valid from 1 May 2025	Change
Debit cards		
Cash withdrawal		
from ATMs of other banks in the CR and in selected European countries	49	Price change (formerly 39)
from ATMs of other banks in the CR and in selected European countries – Plus card	twice a month for free, then 49	Price change (formerly twice a month for free, then 39)
in other banks in the CR and abroad – Cash Advance	1 %, min. 350	Price change (formerly 200)
Balance enquiry		
at ATMs of other banks	49	Price change (formerly 25)
Credit cards		
Cash withdrawal		
in other banks in the CR and abroad – Cash Advance	1 %, min. 350	Price change (formerly 1 %, min. 200)
Balance enquiry		
at ATMs of other banks	49	Price change (formerly 25)
Cheques		
Foreign and domestic cheques drawn at other banks		
<i>Cashing of the cheque value after crediting to an account with KB</i>	<i>300 for cheques up to 20,000,-; 1,5 %, max. 10,000,- for cheques over 20,000 + expenses of foreign banks</i>	Service cancelled
<i>Immediate cashing of the cheque to an account with KB</i>	<i>500 for cheques up to 25,000,-; 2 % for cheques over 25,000 + expenses of foreign banks</i>	Service cancelled
<i>Immediate cashing of the social security cheque to an account with KB</i>	<i>100 + expenses of foreign banks</i>	Service cancelled
<i>Processing of an uncashed cheque or cheque verification</i>	250	Service cancelled
KB bank cheques		
<i>Blocking, cancelling or returning of a cheque</i>	200 for each request	Service cancelled

Amendments to the KB Tariff of fees for individuals

Item in the KB Tariff of Fees	Price valid from 1 May 2025	Change
Mortgage loans		
Other		
Operating charges for early mortgage repayment ¹⁾	1,000	A new fee
<i>1) It applies only to loans covered by the Act on consumer loan (in case of refixed-rate mortgages after 1 September 2024, it is an administrative cost under the Act on consumer loan).</i>		

Amendments to the KB Tariff of fees for entrepreneurs, corporations and municipalities serviced by branches and municipalities serviced by Corporate and Business Divisions

Item in the KB Tariff of Fees	Price valid from 1 May 2025	Change
Cash operations		
Cash deposit / Cash withdrawal in CZK / in foreign currency		
Cash deposit / Cash withdrawal at the branch in CZK of more than 50 coins and Cash deposit in EUR of more than 10 coins ¹⁾	5 %; min. 125	No change in price, new wording of the note
Cash deposit in a sealed coin wrapper / to a night safe (50 coins CZK / 10 coins EUR at maximum) ¹⁾	25 / individually	No change in price, new wording of the note
Cash deposit in a sealed coin wrapper at the branch and in the KB Cash centre / in a night safe (more than 50 coins CZK / 10 coins EUR) ¹⁾	3 %, min. 125	No change in price, new wording of the note
<p><i>1) In the case of a mixed deposit of CZK/EUR banknotes and coins, this deposit is typed in two items (banknotes and coins separately) if the mixed deposit contains more than 50 coins CZK / 10 coins EUR. The customer shall communicate two requirements in the case of an over-the-counter deposit. For a deposit by a sealed coin wrapper or at a night safe, the customer shall split the deposit of banknotes and coins into two different wrappers and attach a cash deposit slip to each. Otherwise, the deposit is taken as a coin deposit. A mixed deposit with a lower number of coins is typified as a deposit of banknotes that are commonly purchased. Transactions made at the exchange rate are charged as "Cash deposit at the branch up to 50 coins CZK."</i></p> <p><i>In the case of a mixed deposit of EUR banknotes and coins, this deposit is typed in two items (banknotes and coins separately) if the mixed deposit contains more than 10 coins. The customer shall submit two cash deposit slips and communicate two requirements for deposit in the case of an over-the-counter deposit. For a deposit by a sealed wrapper or at a night safe, the customer shall put into the wrapper two cash deposit slips for deposit of coins and banknotes. Otherwise, the deposit is taken as a coin deposit. A mixed deposit with a lower number of coins is typed as a deposit of banknotes that are commonly purchased.</i></p>		
Other cash operations		
Monthly volume of processed cash above 0.5 million CZK from cash operations of a client whose business purpose is defined according to Section 17a (2) of Act No. 21/1992 Coll., on Banks, or according to Section 4 of Act No. 277/2013 Coll., on Foreign Exchange Activities	1 % ²⁾	Price change (formerly on an individual basis), new wording of the note
<p>2) In the case that the sum of cash transactions carried out by the owner and a third party on all current accounts of the client exceeds the threshold of 0.5 million CZK or the equivalent in foreign currency in a calendar month, then the entire volume of the client's identified cash transactions carried out for purpose of his/her own commercial and financial activities will be charged a <u>1% individually agreed fee</u> in the following month.</p> <p>Cash transactions are considered deposits and withdrawals made over-the-counter and using sealed wrappers, night safes, ATMs and Coin Terminals.</p> <p>KB shall be entitled to charge this fee and, if it does so, it shall charge the client monthly in the currency of the relevant account, due on the 5th Business Day of the following month, and shall be entitled to debit the fee from the Client's account no later than the last day of the same month.</p>		

Item in the KB Tariff of Fees	Price valid from 1 May 2025	Change
<p>If the Client has not selected a fee account, the Bank will, as it determines, debit the fee from any Client's account it maintains. If the fee is charged from an account held in a foreign currency, to convert the fee from CZK, the KB mid-market exchange rate from the last Business Day of the month for which the fee is calculated will be used.</p> <p><i>If this price is not agreed, the fee for processing the monthly cash volume remains valid.</i></p>		
Guarantees		
Profi guarantees, Guarantees provided		
Application of the guarantee / counter-guarantee provided	5,000	Price change (formerly 3,000)
Guarantees received		
Announcement of the guarantee issued by another bank / of a guarantee change	3,000	Price change (formerly 2,000)
Provision of <i>another</i> service in connection with accepted bank's guarantee (e.g. verification of signatures on the guarantee document, reviewing the text of the guarantee document from a commercial point of view, sending a declaration of termination of the bank guarantee, <i>sending a call for payment</i> , etc.)	3,000	Price change (formerly 1,500)
<i>Application (request for application) of the accepted guarantee issued by another bank (sending a call for payment); verification of the call for payment wording by the accepted guarantee</i>	3,000	Merged with the item above "Provision of service in connection with accepted bank's guarantee..."
Bills of exchange		
Domestic and foreign bills of exchange		
<i>Procurement of protest for a non-paid bill of exchange</i>	<i>±,000 + costs actually incurred</i>	Service cancelled
<i>Acceptance of an incoming bill of exchange with its return</i>	<i>500 + costs actually incurred</i>	Service cancelled
<i>Collection of an outgoing bill of exchange with negative result</i>	<i>±,000</i>	Service cancelled
Other services		
KYC (Know Your Customer) and KYCC (Know Your Customer's Customer)		
<i>KYC check before establishing a business relationship for regulated and registered financial market entities¹, or those which are in the process of obtaining authorisation, including holders or applicants for CASP and VASP licences/ permits²</i>	<i>50,000 lump-sum</i>	A new fee
<i>KYC and KYCC processes for regulated and registered financial market entities¹ and CASP and VASP license/ permit holders²</i>	<i>15,000 a month</i>	A new fee
<i>Conditional pledge³ to provision of services to regulated and registered financial market entities¹ or those which are in the process of being granted authorisation, including holders or applicants for CASP and VASP licences/ authorisations²</i>	<i>5,000 + 21 % VAT</i>	A new fee
<p>1) https://www.cnb.cz/cs/dohled-financni-trh/seznamy/ 2) Definition of VASP and CASP according to AML Act No. 253/2008 Coll., Section 4 (8) and (9) and according to the European Regulation on Crypto-assets (MiCA) Section 3, Article 1 (16). 3) A pledge can only be made in case of a positive KYC result.</p>		

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8. Summary of changes to the Terms and conditions for business and corporate credit cards effective from 1 May 2025

The following *Terms and Conditions for business and corporate credit cards*, as amended below, shall be deemed an integral part of the agreement within the meaning of Article 2.2 of the General terms and conditions as of 1 May 2025.

The introductory paragraph has been amended as follows:

These terms and conditions for business and corporate credit cards contain further details of the rights and obligations arising from a business credit card agreement or a corporate credit card agreement under which one or more cards are ~~issued~~provided in compliance with the rules of the relevant Card Company.

Article 1.2 has been amended as follows:

Drawdown. A single Drawdown is only available up to the Current Applicable Limit on the Card Account. In the case of ~~issuance~~provision and use of multiple Cards, the total amount of Drawdowns on multiple Cards may not exceed the Current Applicable Limit on the Card Account at the same time. The outstanding principal amount of the Loan may not exceed the Loan Limit.

Article 2.4 has been amended as follows:

In the case that the Client pays the Bank an amount exceeding any existing debts under the Agreement, the Bank shall be entitled, if its technical systems allow, to record the overpayment on the Card Account for the purpose of paying future debts under the Agreement. Newly incurred debts under the Contract will be settled in priority from this overpayment. An overpayment on the Card Account may be held only to the extent strictly necessary, for example, in the event of refunds from merchants to the Card Account in connection with claims for goods paid for by card.

The overpayment is not subject to interest. If technical systems do not allow us to record the overpayment on the Card Account, we are entitled to send the overpayment to a Current Account held with us. In the event that the Contract is terminated and the Bank has no claims against the Client under the Contract, the Bank will send the overpayment in the amount recorded on the Card Account on the date of termination of the Contract to the Current Account held with the Bank, or to another account notified by the Customer on termination of the Contract.

Article 8.1 has been amended as follows:

Card Application. Pursuant to the Agreement, the Client shall apply for the ~~issuance~~provision of a Card by applying on a form prescribed by the Bank. The application for the issuance of a Card shall identify the Cardholder and specify the details of the Card and how the Card and PIN will be delivered to the Cardholder. The Bank is entitled to refuse the application in justified cases and not to provide the requested card ~~or issue it~~, it is not obliged to conclude the Agreement. The Bank will not provide the Card to the Holder if it cannot identify the Holder in compliance with the law³ or if the information recorded by the Bank about the Holder does not correspond to the information provided in the application for the issuance of the Card.

Article 8.2 has been amended as follows:

Holder. A Card may be ~~issued~~provided to a third person, of legal capacity and over 18 years of age, if the Client authorises that person to deal with the funds in the Card Account using the Card. Pursuant to the Agreement, the Client may apply for the ~~issuance~~provision of multiple Cards to multiple Holders at the same time, provided that only one Card of the relevant type may be ~~issued~~provided to any one Holder for any one Card Account. The Bank shall not ~~issue~~provide a Card to a Holder for whom it has not yet made an identification in compliance with the legislation⁴ or if the information recorded by the Bank about such Holder does not correspond to the information provided in the Client's application.

Article 8.3 has been amended as follows:

Production of the Card. The Bank shall arrange for the production of the Card upon conclusion of the Agreement, or upon fulfilling of the Deferred Drawdown Conditions, if agreed, or upon the commissioning of a custom card design in compliance with the terms of the MyCard Design Notice, if the ~~issuance~~provision of a custom card design is possible and required in that case.

Article 8.7 has been amended as follows:

Card Activation. All Cards ~~issued~~provided by the Bank shall be inactive. The method of activating the Card is described in the Guide. Prior to activation, the Cardholder is not authorized to use the Card. Card activation is performed by the Holder.
A physical card can be activated by making a successful transaction confirmed by an online PIN where the card is inserted into a payment terminal / ATM:

- payment in a shop; or
- by cash withdrawal at any ATM; or
- by activating a transaction at KB ATMs (without cash withdrawal) via the Card Activation option; or
- by renewing the KB Klíč/Password at KB ATMs.

³ In particular, Act No. 253/2008 Coll., on certain measures against legalization of the crime proceeds and financing of terrorism, as amended

⁴ In particular, Act No. 253/2008 Coll., on certain measures against legalization of the crime proceeds and financing of terrorism, as amended

If the Holder uses the KB+ Internet Banking application to operate his/her cards, then he/she can activate the cards there under the conditions set by the Bank. However, in order to make payments via contactless transactions with a physical card, the card must be activated in the manner described in the preceding paragraph. If the Cardholder activates the Card in the KB+ Internet Banking application, he/she undertakes to have the Card physically in his/her possession when activating it, otherwise he/she assumes all risks arising from its use.

Article 8.10 has been amended as follows:

Renewal. Prior to the expiration of the Card, the Bank shall provide the Holder with a new Card under automatic renewal. When using the MojeKarta service, the Bank will provide a new Card with the latest approved custom design available at the time of the new Card's production, this also applies to a renewed Card pursuant to Article 15.4 of the Terms and conditions. However, the Bank shall be entitled (in particular in such cases where the licence for the selected design is terminated) to ~~issue~~ *provide* the Customer a card with a different design than the one originally selected by the Customer and to ~~stoplist~~ the existing card at any time during the validity period of the card in question. This shall also apply in the case of card renewal, including card renewal pursuant to Article 15.4 of the Terms and conditions. The Client shall be obliged to return such ~~stoplisted~~ Card to the Bank. If the Card has not been used in the last 12 months before its expiry date, the Bank is not obliged to renew it.

We have added this text to Article 8.12 as follows:

Holder's Rights. *The Holder is entitled to independently and under the terms and conditions set out in the Agreement to dispose of the funds in the Card Account using the Card and to view and operate the Card, in particular in his/her Internet Banking. The Client agrees that the Holder, on its behalf, may negotiate the following changes with the Bank: (i) a change to the details relating to the Holder and the details relating to the Card provided to the relevant Holder or (ii) a refusal of automatic Card renewal in respect of that Holder or (iii) a request for a duplicate Card for that Holder or (iv) a request for early renewal of the Card for that Holder or (v) a reduction in the agreed weekly limits for Card transactions for that Holder or (vi) a request for a replacement Card following Stoplisting, which may be charged according to the current Tariff off Fees to the Account, unless otherwise agreed with the Client.*

A Holder other than the Client is entitled to view and operate the Card in particular in his/her Internet Banking. The Client acknowledges that the Bank is entitled to communicate to the Holder all information relating to the Agreement, the name and surname or name/company name of the Client, the Account number of the Card Account, including the name of the Card Account designated by the Client, for which the Card is provided. The Client further acknowledges that the Holder is entitled to view and, where applicable, copy the full card number and CVV/CVC security code and view the card PIN for selected cards in the KB+ Internet Banking application under the terms and conditions set by the Bank.

We have added this text to Article 8.12 as follows:

Card digitisation. *The activation of the digitised form of the Card means its digitisation, therefore, where these Terms and conditions refer to activation, it shall also mean digitisation, appropriately. The Cardholder shall activate the Digital Card using the Bank's mobile internet banking or by using services such as Apple Pay, Google Pay or Garmin Pay provided by third parties under the terms and conditions set by the Bank and by these third parties. These third parties reserve the right to change the system requirements for their services and determine their scope in the future. Therefore, the Bank is not responsible for software updates, outages and notifications of these services or for the compatibility of the device used. The card cannot be digitized if the card is locked or expired.*

Article 9.4 has been amended as follows:

Functionality and Signature Strip. The Card shall be ~~issued~~ *provided* by the Bank as contactless, in particular in the form of a plastic card with a chip, ~~unless otherwise agreed between the Bank and the Client~~. If the Bank provides a card with a signature strip, the Holder is obliged to sign the signature strip immediately upon receipt of the card. The Holder may also convert the Card into a contactless Digital Card if the Bank allows the Holder to do so. ~~The method of activation and use of the Digital Card is described in the Guide.~~

Article 9.5 has been amended as follows:

MojeKarta Service. The MojeKarta Service is a Banking Service that enables the selection of a design for a Card. The Card may be designed according to the Client's proposal under the terms and conditions set out in the Guide and according to the Bank's current offer. The Bank is entitled to refuse, without giving any reason, to provide the MojeKarta Service or, at any time during the validity period of the Card already ~~issued~~ *provided*, to provide a Card with a different design than the one originally selected by the Client, in particular if the licence for the selected design has terminated. The Bank is also entitled to suspend or cancel this service at any time, even without giving any reason. The Bank does not offer this service for all types of cards. The Moje Karta service also refers to the custom design of previously provided cards.

Article 9.7 is amended as follows:

Replacement of Card Type. If, during the term of the Agreement, the type of Card agreed in the Agreement is replaced by another type of Card, the Bank shall be entitled to ~~issue~~ *provide* the Holder such other type of Card. This also applies to a change of the Card Company or the details stated on the card.

Article 11.4 has been amended as follows:

Blocking of funds for On-line transactions. For On-line Transactions, from the moment the Bank authorizes the transaction (authorization inquiry on the Card and the balance on the Card Account) via the Card, the transaction goes into pending transaction status and until the time the transaction is recognised by the Bank, the Bank is entitled to block the funds in the Card Account corresponding to the amount of the transaction in the authorization request and thus reduce the applicable Card Account balance by that amount. *Once the transaction has been successfully authorised and a relevant amount has been blocked on the Client's Account, the Bank is generally not entitled to cancel blocking and, in the event of disagreement, it is necessary to wait for the transaction to be recognised and then claim the transaction.* The blocked amount (in the pending transaction status) may be different from the final amount of the transaction that will be debited by the Bank. The cancellation of the blocking of funds does not mean the cancellation of the transaction itself and the transaction may be recognised. If the transaction is an international transaction, the amount to be blocked on the Card Account is determined by converting the original transaction amount to CZK at the Card Company's exchange rate. An illustrative description of how the exchange rates are used in the case of blocking and following recognition is set out in the Guide.

Article 11.8 has been amended as follows:

3D Secure. All Cards ~~issued~~*provided* by the Bank are 3D Secure active.

Article 11.17 has been amended as follows:

Online Card Administration. If the Bank allows the Client to do so in the relevant direct banking service, then the Client shall be able to change both his/her identification details and the parameters of the Card, or authorise a third party to do so on his/her behalf, including submitting a new Card application, under the conditions set by the Bank. *The Holder is entitled to add selected Cards to the Click to Pay service provided by the Card Companies under the terms and conditions set by the Bank and the Card Companies. Cards may be added to Click to Pay using the KB+ Internet Banking application or through the Card Companies or cooperating merchants. The providers of this service (Card Companies) reserve the right to change the system requirements for their service and determine its scope in the future. Therefore, the Bank is not responsible for software updates, outages and notifications of this service. Please refer to the Guide for more information.*

Article 15.4 has been amended as follows:

If the notifications under Articles 15.1 and 15.2 of the Terms and conditions are not accompanied by a refusal to issue a new Card, the Bank shall ~~issue~~*provide* a new Card to the Holder at the price set out in the Tariff of Fees. The Terms and conditions shall apply to the delivery of a new Card and PIN to the Holder appropriately. The Client shall not pay the price for Stoplisting the Card in compliance with the Tariff of Fees if the Client returns the Card to the Bank on the date on which the Reason for the Agreement termination has occurred or if the Reason for the Agreement termination is the termination of the Agreement by the Bank. The provisions of this Article shall not apply to Digital Cards. In the case that a Digital Card has been created on the original Card, it will be automatically transferred to the newly ~~issued~~*provided* Card. The Digital Card number remains the same.

Article 16.4 has been amended as follows:

If the Bank agrees with the Client in writing before the expiry of the time limit pursuant to Articles 16.2 and 16.3 of the Terms and conditions to ~~issue~~*provide* a new Card, the Reason for the Agreement termination shall be deemed not to have occurred. This provision shall not apply in the event that the Bank is obliged to ~~issue~~*provide* a new Card under the Agreement.

Section 16.6 has been amended as follows:

Termination of the Holder's right to use the Card. The Holder's right to use the Card shall terminate:

- a) on the date on which the Reason for the Agreement termination occurs_;
- b) on the date the Bank becomes reasonably aware of the Client's or Holder's death_;
- c) on the date on which the Client notifies the Bank in writing of the termination of the Holder's right to use the card_;
- d) the destruction of the card ~~issued~~*provided* to the Holder under the Agreement pursuant to Article 8.9 of the Terms and conditions_;
- e) the expiry of the validity of the card_;
- f) on the date on which the Holder requests the Bank to cancel the card_;
- g) if the Bank becomes aware of the destruction of the card ~~issued~~*provided* to the Holder under the Agreement_;
- h) if the card is put on the Stoplist, if the Client or the Holder simultaneously refuses to issue a new card pursuant to Article 15.4 of the Terms and conditions, or if a Holder other than the Client requests the Bank to cancel the card and does not return the card or does not accept the newly ~~issued~~*provided* card or does not activate it pursuant to Article 8.7 of the Terms and conditions_;
- i) The right of a Holder other than the Client to use the Card shall cease on the date on which such Holder requests the Bank to cancel the Card in a manner acceptable to the Bank. If the Card is returned to the Bank together with the request, the Bank shall devalue the Card; if the Card is not returned to the Bank, the Bank shall place the Card on the Stoplist_;
- j) by exercising the Bank's right to cancel the Agreement pursuant to Article 6 of the Terms and conditions.

The title of Article 18 has been amended as follows:

Article 18 Customer's Affidavit (*sworn statement*)

Article 18.2 has been amended as follows:

The statements under Article 18.1 (a) *and* (b) of the Terms and Conditions regarding approval within the internal organisational structure, *and* (d) regarding criminal prosecution of persons who are members of the statutory body, other persons authorised to act for the Client, persons managing, controlling or having decisive influence on management or employees in the performance of their duties, *and (f)* shall not apply if the Client is a natural person. The statements referred to in Article 18.1(a), second sentence, and (e) of the Terms and conditions, other than statements relating to enforcement of decisions (execution), *and (f)* shall not apply if the Client is a municipality.

We have added a term to Article 19 as follows:

"Click to Pay" means a service allowing payment by digital wallet, which can be used for online shopping only, wherever the Click to Pay logo is displayed. All credit cards provided by the Bank can be uploaded to Click to Pay. The Credit card data is stored in Click to Pay in encrypted form. The merchant does not have access to the card data because the digitized card number is used for payment.

Selected terms in Article 19 are amended as follows:

"Digital Card" means a card that is a contactless digital version of the Client's embossed card. The Client can use it via smart mobile devices (e.g. smartphone, *tablet*, smartwatch, *tablet*, etc.) to make purchases at contactless NFC terminals at points of sale or for online purchases. The use of Digital Cards is enabled by services such as Google Pay, Apple Pay, Garmin Pay provided by third parties, so their scope depends on the service provider. More information about the Digital Card and related services is set out in the Guide.

"Card companies" are international associations licensing the Bank to *issue provide* and use Visa or Mastercard payment cards.

Article 20.5 is amended as follows:

Replacement of the original Terms and conditions. These Terms and conditions cancel and replace the Terms and conditions to the business and corporate credit card effective as of 1 May 2025. ~~28 October 2022~~.

Article 20.6 is amended as follows:

Effective Date of Terms and conditions. These Terms and conditions shall become effective on 1 May 2025.

9. Summary of changes to the Terms and conditions for authorised overdrafts for natural persons entrepreneurs and legal persons effective from 1 May 2025

The following *Terms and Conditions for authorised overdrafts for natural persons entrepreneurs and legal persons*, as amended below, shall be deemed an integral part of the agreement within the meaning of Article 2.2 of the General terms and conditions as of 1 May 2025.

Article 4.6 has been amended as follows:

Liability and Disposal of Assets. You shall not, during the term of the Agreement, provide liability for, transfer, misappropriate, assign or lease (both freehold or leasehold) or grant as security your property or any part of it to any third party (other than a Person controlled by SG) without our prior written consent and you will not dispose of your property or any part of it with similar legal effect or encumber or allow such property to be encumbered by any other right of any third party (other than a Person controlled by SG) or place it in a trust. We will not *refuse to* grant our consent without good cause.

Article 4.7 has been amended as follows:

Assignment of Rights and Claims. You agree not to assign, transfer nor encumber your rights or claims under the Agreement to any third party without our prior written consent, or to *assign the Agreement* and transfer to *any third party* nor assign your obligations *or liabilities* under the Contract, *nor transfer the Contract as a whole*. Any such assignment *or* transfer *of your rights, claims or obligations or encumbrances* without our consent is void.

Article 4.9 has been amended as follows

Sanction measures. *You agree that you will not, directly or indirectly, use funds from an Authorised Overdraft or allow such funds to be used (or loaned, contributed or otherwise provided to any person) in a manner that violates the Sanctions for the purpose of financing, participating in or contributing to any activity or business of any person that is a Sanctioned Person or in connection with (or otherwise providing funds to or for the benefit of his/her). You further agree that you will not use any income or proceeds derived from any activity or dealing with a Sanctioned Person to pay any amounts due to us in respect of the Authorised Overdraft. You are not authorised to make any payment in an alternative currency or to take any other action or conduct that would result in a breach of any Sanction or applicable law or*

regulations or that could reasonably be considered to be an evasion or avoidance thereof. For the avoidance of doubt, it is agreed that no condition under this clause shall constitute a release or discharge of any of your obligations under the Agreement nor shall it affect any of our rights under the Agreement. You undertake that you and each Subject of the Group shall, at all times during the Agreement:

- a) not provide funds from the Authorised Overdraft in any manner (including, without limitation, as a loan or credit) which would result in a breach of the Sanctions by the Bank (including where funds from the Authorised Overdraft are used to finance the business or transactions of the Sanctioned Person or persons connected with the Sanctioned Person or as a result of the provision of such funds to or for the benefit of the Sanctioned Person);
- b) you will ensure that no person who is a Sanctioned Person will have any right to any Authorised Overdraft funds that you repay or transfer to us in connection with an Authorised Overdraft and that no proceeds or income relating to the Sanctioned Person's activities or transactions will be used to pay any amounts that you are required to pay to us under the Agreement.

We have added a text to article 4.10 as follows:

Information on change in statements. You agree to notify us promptly that there has been or is going to be any change in the facts given in any statement made by you or if any such statement becomes false, incomplete or misleading.

Article 5.1 has been amended as follows:

List of Cases. An Event of breach shall be deemed to be:

- a) if you fail to comply with the terms and conditions for drawing on an Authorised Overdraft according Article 1.3 of the Terms and conditions;
- b) if you fail to perform any obligation imposed on you by the Agreement or you or the collateral provider fails to perform any obligation imposed by the Agreement establishing the collateral under the Agreement entered into between you or the collateral provider, as the case may be, on the one hand, and us on the other hand, which is not another Event of breach and such failure is not cured even within 10 calendar days from the date on which the obligation should have been performed;
- c) any statement under the Agreement or the security documentation, any document, certificate or other statement of a third party is or becomes false, incomplete or misleading and such fact has or may, in our reasonable opinion, affect your ability to perform your obligations under the Agreement or there has been a breach of your obligation according to Article 4.10 of the Terms and conditions;
- d) if you or members of your statutory body have been or are being prosecuted for a criminal offence, have been convicted of a criminal offence or have been subject to a penalty, protective or precautionary measure. This also applies in relation to other persons authorised to act for you, your employees in the performance of their duties or persons managing or controlling or having decisive influence on your management, if the offence is also attributable to you;
- e) if you show a deterioration in your financial or property situation that threatens the returnability or repayment of the Authorised Overdraft granted (e.g. your property is subject to enforcement of a judgement or foreclosure or a lien, or insolvency proceedings or other proceedings with equivalent legal effects concerning your property are pending before a court, you are bankrupt or you declare in writing that you are unable to fulfil your obligations properly);
- f) if the security for your debts to us arising or to be incurred under the Agreement is, according to the security documentation, extinguished, impaired, ineffective or declared to be such by you or the collateral provider or such security is in any other way challenged or insolvency proceedings or other proceedings with similar legal effects are pending before a court in respect of the property of the collateral provider which is the subject of the security for your debts of a Client or part thereof;
- g) if you breach (i) any of your contractual or other legal obligations in relation to any third party or any obligation under any other contract between you and us; or (ii) any monetary obligation of yours under any agreement with a third party becomes or is declared due and payable before its original due date; or (iii) any creditor of yours becomes entitled to declare any monetary obligation or debt of yours to be due and payable before their original due date;
- h) if we learn of your death or declaration of death in an unquestionable manner;
- i) if your legal capacity is limited;
- j) if without our prior written consent, (i) your dissolution with liquidation is being prepared, (ii) your conversion by any of the methods provided for in Act No. 125/2008 Coll., on transformations of commercial companies and cooperatives, as amended, or a similar transformation under other legislation (iii) the transfer, lease (freehold or leasehold) of all or part of your business plant, (iv) the creation of a pledge over your business plant or part thereof or, where applicable, the allocation of your business plant or part thereof to a trust, or a transaction having similar effects, (v) a reduction in your share capital, (vi) a change in your controlling person, partner or shareholder or, if you had no controlling person, a transaction occurs as a result of which you will have a controlling person, or any of the above;
- k) if insolvency proceedings are commenced in respect of your property or other proceedings having equivalent legal effects or a preventive restructuring or individual moratorium is commenced in compliance with applicable law or enforcement of a judgement (foreclosure) is ordered in respect of (i) a substantial part of your property or the property of the person providing the collateral, or (ii) your property or property of the person providing the collateral that is the subject of the collateral for the Authorised Overdraft or any part thereof;
- l) if the insolvency petition is dismissed for lack of your assets or an arrangement is granted in respect of you, liquidation, enforcement of a judgement or out-of-court auction commenced;

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- m) if there is a substantial decrease in the credit turnover of your accounts with us in three consecutive months compared to when the Authorised Overdraft was granted;*
- n) if you sell or otherwise dispose of all your assets or a substantial part thereof, cease to be authorised to carry on a business which, at the time you sign the Agreement, generated a substantial part of your income, or cease to engage substantially in such business.*

List of cases. An Event of breach shall be deemed to be:

- a) if you fail to comply with the terms and conditions for drawing on an Authorised Overdraft according Article 1.3 of the Terms and Conditions;*
- b) if you fail to comply with any of your obligations under the Agreement;*
- c) if any information provided by you is false, incomplete, misleading or distorted*
- d) if you are prosecuted for, or are finally convicted of, a criminal offence after entering into the Agreement;*
- e) if you show such a deterioration in your financial or property situation that threatens the returnability or repayment of the Authorised Overdraft granted (e.g. your property is subject to enforcement of a judgment or foreclosure or a lien or insolvency proceedings or other proceedings with equivalent legal effects concerning your property are pending before a court, you are bankrupt or you declare in writing that you are unable to fulfil your obligations properly);*
- f) if you breach an obligation under another Agreement concluded with us;*
- g) if your legal capacity is limited;*
- h) if we learn of your death in an unquestionable way;*
- i) if the credit turnover on your accounts with us decreases significantly in three consecutive months compared to when the Authorised Overdraft was granted;*
- j) if without our consent, your dissolution with liquidation is being prepared, or the conversion, transfer, lease (freehold or leasehold) or a lien on the whole business plant or part of it or, as the case may be, allocation of the business or part of it into a trust or a transaction having similar effects, or a change in your controlling person, partner or shareholder or any of the above;*
or
- k) if you sell or otherwise dispose of all your assets or a substantial part thereof, cease to be authorised to carry on a business which, at the time you signed the Agreement, generated a substantial part of your income, or cease to engage substantially in such business.*

Article 6.2 has been amended as follows:

We may, at our discretion, taking into account the seriousness of the breach of the Agreement or the facts according to Article 5.1 of the Terms and conditions, apply one or more of the measures set out in Article 6.1 of the Terms and conditions, either simultaneously or sequentially. The measures taken, with the exception of the measure adopted in the event of a breach pursuant to Article 5.1(h) of the Terms and conditions, we will notify you in writing, stating the reason for taking the measure and the effective date of the measure. This does not apply if notification of the measure adopted would thwart the purpose of the measure or would be contrary to law. We are entitled to determine the effective date of the measure taking into account the Event of breach and the nature of the measure adopted. If the measure means the cancellation of the Limit, you will not be granted an Authorised Overdraft for the duration of the measure.

We will notify you in writing of the measures taken, except for the measure adopted in the event of breach under Article 5.1(h) of the Terms and conditions, stating the reason for the action. The measure will take effect on the date of receipt of the notice under the preceding sentence, unless we provide otherwise. If the measure means the cancellation of the Limit, you will not be granted an Authorised Overdraft for the duration of the measure.

Article 6.4 has been amended as follows:

In the case that (i) you fail to fulfil or breach any of your obligations with respect to the Sanctions or the Sanctioned Persons, or (ii) any statement made by you in connection with the Sanctions or the Sanctioned Persons is false, incomplete or misleading, it is an Event of breach and we may, in our sole discretion, apply one or more of the measures set out in Article 6.1 of the Terms and conditions, either concurrently or sequentially. We will notify you in writing of the measures taken, stating the reason for taking them and the effective date of the measure. This does not apply if the notice of the measure adopted could thwart the purpose of the measure or be contrary to law. We are entitled to determine the effective date of the measure taking into account this Event of breach and the nature of the measure adopted.

In the event that (i) the performance of our obligations under the Agreement or the provision of funds or payments or provision of services under the Agreement becomes unlawful under applicable law or (ii) you or a Subject of the Group become(s) a Sanctioned Person:

- a) we are obliged to notify you immediately (in the case under clause (ii) only entitled to notify you);*
- b) we shall be entitled, upon notice, to unilaterally reduce or cancel the Limit entirely; and*
- c) you are required to settle the negative balance in the Account on the date specified in our notice (in the case under clause (ii) only if we expressly state so in our notice).*

Article 8.1 has been amended as follows:

By signing the Agreement, you make the following statements, which must apply for the duration of all your obligations under the Agreement:

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- a) you are a duly established and validly existing legal person under the law of the establishment place. The status of your registration in the commercial register or other records is in compliance with the applicable law and corresponds to the reality;
- b) the conclusion of the Agreement and the performance of the rights and obligations under it, including the repayment of debts under the Agreement, have been duly approved by the competent authorities within your internal structure and do not require any consent or authorisation from other persons or public authorities or such consent has been granted and is valid and effective;
- c) the exercise of your rights and obligations under the Agreement will not violate your obligations under any law, agreements or other action *taken by you* and will not violate any proprietary, contractual or other rights, whether yours or those of any third party;
- d) to the best of your knowledge, there is no pending or threatening legal, administrative or arbitration proceeding concerning you or your property that could affect your ability to properly perform your obligations under the Agreement or affect your financial or business condition. Furthermore, to the best of your knowledge, no criminal prosecution is pending or threatening against you or persons who are members of your statutory body, other persons authorised to act for you, persons managing, controlling or having decisive influence over management or employees in the performance of their duties, if the offence is also attributable to you. You further declare that you are not under sentence, protection or detention order, nor has there been any previous conviction for a criminal offence, unless it has been expunged;
- e) to the best of your knowledge, no insolvency or other proceedings with equivalent legal effects are pending, nor no foreclosure has been ordered in respect of (i) a substantial part of your property or the property of the person providing a collateral or (ii) your property or the property of the person providing the collateral which is the subject of the security for the ~~Loan~~ *Authorised Overdraft*. Within the past three years, your property has not been declared bankrupt, no judgment has been passed finding of your bankruptcy or threatening bankruptcy, no insolvency petition against you has been dismissed for lack of assets or the bankruptcy declared over your property has not been annulled, nor has a settlement been confirmed or another decision with similar legal effects been taken;
- f) all your obligations in respect of taxes, duties and fees and other similar payments required under applicable law are fulfilled and you have no overdue debts to the relevant public authorities or we have been notified about them in writing;
- g) you are not a person with a special relationship with the Bank under the Act, on Banks;
- h) no facts or circumstances exist or are threatening which constitute any of the Events of breach;
- i) there is no action or proceeding pending or, to the best of your knowledge, threatening which may adversely affect your ability to perform your obligations under the Agreement;
- j) *you are not, nor is any Subject of the Group, a Sanctioned Person and to your knowledge any member of your statutory body, your director, agent, employee or connected person is not a Sanctioned Person;*
- k) if you are a natural person, you are acting as an entrepreneur in your obligations under the Agreement and you are entering into the Agreement solely in the course of your business activities;
- l) all statements and information about you made to us orally or in writing in connection with the Agreement are and will be true, complete and not misleading. All information and documents necessary to assess your financial and business status have been provided to us and no information that could influence our decision on the terms and conditions of the ~~Loan~~ *Authorised Overdraft* have not been withheld.

Article 8.2 has been amended as follows:

The statements of and (b) of the Terms and conditions, in respect of approval within the internal organisational structure, and of Article 8.1 (d) in respect of prosecution of persons who are members of the statutory body, other persons authorised to act for you, persons managing, controlling or having decisive influence over management or employees in the performance of their duties ~~and (f)~~ shall not apply if you are a natural person. The statements under Article 8.1 (a), second sentence, ~~and~~ (e) of the Terms and Conditions, other than statements relating to the enforcement of a judgment (foreclosure), ~~and (f)~~ do not apply if ~~the Client is~~ you are a municipality.

Selected terms in Article 9.1 have been amended as follows:

“Sanctions” means *any economic or financial sanctions, trade embargoes or similar measures adopted, applied or enforced by any of the following entities (or any authority of such entities): (i) the United Nations, (ii) the United States of America, (iii) the European Union or any of its present or future member states; or (iv) the United Kingdom of Great Britain and Northern Ireland.* ~~means any economic or financial sanction, trade embargo or similar measure adopted, applied or enforced by the United Nations, the United States of America, the European Union or any of its member states (or any of their respective authorities).~~

“Sanctioned person” means *any person, whether or not having legal personality: (i) included on any list of designated persons subject to the Sanctions; (ii) located or organized under the law of a country or territory subject to the Comprehensive Sanctions; or (iii) owned or controlled, directly or indirectly, as defined by the relevant Sanctions, by a person listed in (i) or (ii) above, or (iv) which is or after any period of time will be subject to the Sanctions; any natural or legal person that is a designated addressee of the Sanctions or is otherwise subject to the Sanctions (in particular, by reason of being (a) directly or indirectly controlled by a person that is a designated addressee of the Sanctions, or (b) established under the law of, or a citizen or resident of, such State to which the Sanctions are applied.*

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“Subject of the Group” means a person *that directly or indirectly controls you, or a person that is directly or indirectly controlled by you, or a holding company of which you are a member, or a company with which you form a group with which you are affiliated by ownership or personally or with which you form a group.*

Article 10.4 has been amended as follows:

These Terms and conditions shall repeal and replace the Terms and conditions for authorised overdrafts for natural persons entrepreneurs and legal persons effective from 30 March 2021. ~~11 August 2018~~.

Article 10.5 has been amended as follows:

The Terms and conditions shall become effective on 1 May 2025. ~~30 March 2021~~.