

Framework Agreement on Provision of Banking and Payment Services of Equa bank a.s. hereinafter “Framework Agreement”

L800en
Version 1.5

1. CONTRACTUAL PARTIES

Equa bank a.s., ID No.: 47116102, seated in Prague 8, Karolinska 661/4, Postcode 186 00, entered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 1830 (hereinafter “**Bank**”)

a

Client:

Name

ID No. / VAT ID No.

Entered in / registration

Reference

Address of Customer:

Street, number

Postcode, city

Country

2. INTRODUCTORY PROVISIONS

- 2.1. The Customer and the Bank intend to enter into a mutual contractual relationship based on this Framework Agreement. This relationship will enable the Bank to provide the Customer with Banking Services according to its current offer.
- 2.2. Capitalised terms specified in this Framework Agreement shall have the meaning specified in the Business Terms and Conditions (hereinafter “BTC”) or the respective Product Terms and Conditions (hereinafter “PTC”), unless specified otherwise in this Framework Agreement.
- 2.3. The Framework Agreement may be amended or complemented only in writing, unless the BTC or the respective PTC stipulate otherwise. Matters which are not expressly set out by the Framework Agreement shall be governed by the valid BTC, the PTC for individual Banking Services, the Price Lists and the Interest Rate List, which form an integral part of it.

3. BANKING SERVICES

- 3.1. Banking Services encompass in particular: (i) Current Account, (ii) Savings Account, (iii) Debit Card, (iv) Account Overdraft, (v) Term Deposit, (vi) Direct Banking and associated services or any other services to be offered as Banking Services in future.
- 3.2. The Bank shall provide Banking Services based on a concluded Agreement on Provision of a respective Banking Service (hereinafter “Agreement”). The Agreement shall become valid on the day the Bank and the Customer sign the Agreement. The effect of individual Agreements shall be bound by the fulfilment of conditions specified herein.
- 3.3. If the Customer delivers a signed draft of the Framework Agreement or a separate Agreement with any change or deviation, albeit minor, or an addendum to the Bank, this shall not be deemed a valid and effective delivery of the draft Agreement, except in cases when the Customer corrects personal or other similar details. Thus, such an Agreement shall not be concluded as valid. This shall also apply to annexation of business terms and conditions whose content conflicts with the BTC or the PTC in any way.

4. AGREEMENTS AND THEIR CONTENT

4.1. Agreement on Current and Savings Account

- 4.1.1. As of the effective date of the Agreement on Current and Savings Account, the Bank shall open and maintain a Current and/or Savings Account for the Customer as a legal entity or individual entrepreneur in the currency specified in the Application. The number of the respective Accounts shall be given in the Confirmation of Account Opening.
- 4.1.2. Based on the Agreement on Current and Savings Account, the Bank shall accept deposits and payments to the Account of Customer and shall perform payments from the Account as instructed by the Customer or on behalf of the Customer. The Bank shall inform the Customer of performed transactions and Account balance by an Account Statement in a manner specified by the BTC or as otherwise agreed between the Customer and the Bank.
- 4.1.3. The Bank shall inform the Customer of interest rates using the Interest Rate List and of performed transactions and the Account balance using the Account Statement, as specified by the BTC.
- 4.1.4. The Bank shall issue a Debit Card for the Current Account based on the Application of the Customer.

4.2. Agreement on Term Deposit

- 4.2.1. The Bank shall open and maintain a Term Deposit Account for the Customer based on the Agreement on Term Deposit in the currency and for the period of time specified in the Application. The number of the respective Accounts shall be given on the Confirmation of Account Opening.
- 4.2.2. The Agreement on Term Deposit shall take effect if (i) the Agreement on Current and Savings Account in the same currency, as is the currency of the Term Deposit, is valid, and (ii) the Customer transfers funds from the Current Account to the Term Deposit Account.
- 4.2.3. The Bank shall pay interest on the Account balance in the currency, in which the Account is maintained, as specified by the BTC.
- 4.2.4. The Bank shall inform the Customer of interest rates using the Interest Rate List and of performed transactions and Account balance using the Account Statement, as specified by the BTC.

5. COMMUNICATION

- 5.1. The Contractual Parties have agreed that the Bank shall send the Customer information concerning the contractual relationship including personal details of authorised individuals using unencrypted messages (e-mail, SMS) to the e-mail address or mobile telephone number specified by the Customer in the Customer Registration Sheet, the Application for Adding an Authorised Person, and the Application for Adding a Legal Representative.
- 5.2. Based on a mutual agreement, the Customer and the Bank may also use available interpersonal communication platforms, should legal and technical parameters be fulfilled.

6. DECLARATION OF CUSTOMER

6.1. Provision of Information

- 6.1.1. By signing this Framework Agreement the Customer expressly declares:
- (a) to have received the Customer Registration Sheet;
 - (b) to have defined the representation of the Customer as a legal entity vis-à-vis the Bank ("Model of Authorised Person"); the Model of Authorised person is based on authorisation of the Authorised Persons by the Customer;
 - (c) to have received (i) the BTC and the PTC for individual Banking Services, (ii) the Terms and Conditions of Payment Services, (iii) the Price List, (iv) the Interest Rate List from the Bank before its signature;
 - (d) to have reviewed the documents specified above and have sufficiently understood them;
 - (e) that all the information and documents provided to the Bank for the conclusion of this Framework Agreement are truthful and complete;
 - (f) to have obtained the Information Sheet about the insurance system for claims from deposits for the Customer.
- 6.1.2. By signing this Agreement, the Customer expressly accepts the following provisions of the BTC and the PTC, understanding them. Agreeing with them and not considering them to be surprising:
- (a) Art. 1.1.2, 1.1.4., 2.4.1., 6.10., 7.3., 10.1., 12.1, and 15.3 of the BTC;
 - (b) Art. 2.1.10. and 2.2.5. (I) of the Product Terms and Conditions for Current Accounts and Direct Banking of Equa bank a.s. for individual entrepreneurs and legal entities; and
 - (c) Art. 2.1.5 and 2.1.12. of the Product Terms and Conditions for Savings Accounts and Term Deposits of Equa bank a.s. for individual entrepreneurs and legal entities.

7. FINAL PROVISIONS

- 7.1. The Framework Agreement shall be concluded for an indefinite period of time. It shall be executed in two original copies, every contractual party receiving one.
- 7.2. The Framework Agreement shall abide by the valid law of the Czech Republic, in particular the relevant provisions. of the Payment Services Act and the Civil Code.
- 7.3. The Framework Agreement shall cease to be valid and effective upon the termination of the last Banking Service, provided to the Customer by the Bank.

Representative of the Bank:

Name and surname <i>Role</i>	Signature
Date	

Legal representative of the Customer:

Name

Name and surname	Signature
Birth number	
Role	
Date and place	

Signature/s of Legal representative/s verified on behalf of the Bank by:

Name and surname	Signature
Date and place	