



SBERBANK

**Business Terms
and Conditions
for Deposit
Notes**

Effective as of
1 May 2016

BUSINESS TERMS AND CONDITIONS FOR DEPOSIT NOTES

Part I/ Introduction

- (1) The following Business Terms and Conditions for Deposit Notes ("Terms and Conditions") stipulate the binding rules for transactions executed under a Master Agreement for Issuing and Placing Deposit Notes in Custody ("**Master Agreement**") entered into by and between Sberbank CZ, a.s., Co. Reg. No. 25083325, registered in the Commercial Register with the Municipal Court in Prague, File No. B 4353 ("**Bank**"), and its clients ("**Client**").

Part II/ Main Transaction Attributes

- (1) The deposit notes are issued by the Bank to the order of the Client as defined in the Master Agreement; in exchange for the funds deposited with and accepted by the Bank.
- (2) The instructions to issue and place the issued deposit notes in custody are communicated by the Bank and the Client either in person or via standard means of distance communication (telephone, fax, email, etc.); whereby the stated means of distance communication are further used by the Bank and the Client in order to enter into separate agreements for issuing and placing the deposit notes in custody ("**Distance Agreement**").
- (3) The deposit notes are issued by the Bank under the Distance Agreement in the draft sum being the sum of the issue price and interest accrued on the respective deposit note during the given period; that is, until the respective maturity date. The deposit notes are purchased by the Client at the issue price.
- (4) The deposit notes issued by the Bank are considered notes issued in accordance with Act No. 191/1950 Sb., governing the notes and cheques, as amended.

Part III/ Rights and Responsibilities

Clause III.1/ Interest Rate

- (1) The applicable interest rate is determined individually by agreement by and between the Bank and the Client; or, as the case might be, with reference to the Deposit Interest Rates in force.
- (2) If not determined in the Deposit Interest Rates and/or agreed by and between the Bank and the Client, the applicable interest rate for private individuals is determined with reference to the applicable interest rate for legal entities.

Clause III.2/ Account Statement

- (1) The account statements are issued as follows:
 - a) When the deposit note is issued, the amount corresponding to the issue price is debited from the respective account and the debit transaction is referred to in the account statement as "Issue Price".
 - b) When the deposit note is repaid, the amount corresponding to the issue price is credited to the respective account and the credit transaction is referred to in the account statement as "Interest Accrued".
 - c) Where applicable, the interest accrued is subject to tax pursuant to law in force, the tax is deducted by the Bank and the debit transaction is referred to in the account statement as "Interest Tax".

Clause III.3/ Taxes, Costs and Fees

- (1) The interest accrued on deposit notes is subject to tax under Act No. 586/1992 Sb., governing the income tax, as amended; the tax is deducted by the Bank pursuant to Czech law in force.
- (2) The deposit notes are issued and repaid free of charge if issued with the use of means of distance communication defined in Part II/ Paragraph 2 hereof.
- (3) The deposit notes are placed in custody and repaid prematurely subject to a fee stipulated in the List of Fees valid as at the day the respective service/transaction is provided and/or executed.

Clause III.4/ Language Versions

- (1) The Terms and Conditions and other contract documents may be translated into other languages or executed in bi-lingual versions. Unless otherwise explicitly agreed with the Client, the Czech version hereof prevails.
- (2) Throughout the term of the Distance Agreement, the Bank communicates with the Client in the Czech language. The Bank may communicate with the Client in other languages only if so agreed with the Client.

Clause III.5/ Transaction Characteristics

- (1) Deposits placed on deposit notes are not considered insured deposits under Act No. 21/1992 Sb., governing the banks, as amended.
- (2) The claims relating to the deposit notes are subject to limitation of three years. The limitation period commences on the maturity date.

Clause III.6/ Termination

- (1) Unless further stipulated otherwise, the Distance Agreement cannot be unilaterally terminated, whether by the Bank or by the Client.

Part IV/ Customer Agreements

- (1) The following part applies to the Distance Agreements entered into with private individuals acting other than within their business activities ("**Consumer**").

Clause IV.1/ Termination

- (1) The Distance Agreement is an arrangement for issuing and depositing the issued deposit notes and as such may be terminated by the Consumer within 14 days after having been entered into; in writing with a notice of termination being delivered to the Bank's address with effect upon delivery. If executed only for issuing the deposit notes, the arrangement cannot be terminated.
- (2) If not exercised, the Consumer's right to terminate the arrangement for depositing the issued deposit note terminates.
- (3) The Distance Agreement cannot be performed by the Bank unless the termination period stipulated in Clause IV. 1/ Paragraph 1 hereof expires; to which the Consumer is deemed to have agreed in Article VIII. 5(b) of the Master Agreement.

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- (4) If terminating the arrangement for depositing the deposit notes, the Consumer receives the respective deposit notes at the POS where the same have been deposited; or at any POS specified by the Consumer; during the business hours of the respective POS.

Clause IV.2/ Duty to Inform

- (1) The Bank must inform the Consumer about the facts defined in Act No. 634/1992 Sb., protecting the consumers, as amended; with reference to its duty to inform, the Bank thus informs the Consumer about the methods of settling the claims raised by the Consumer and about the name and registered office of the Bank's supervisor.
- (2) The Bank's activities are supervised by the Czech National Bank, Na Příkopě 28, 115 03 Praha 1.
- (3) The claims raised by the Consumer (if any) may be referred to the Czech National Bank – an independent and professional entity providing for the compliance with statutory requirements in the capital market.
- (4) The Consumer's claim-related rights and responsibilities are governed by the Bank's Claims Code. The rights and responsibilities of the Consumer and the Bank not explicitly governed by the Claims Code are governed by the General Business Terms and Conditions; or, as the case might be, by respective law, namely Act No. 21/1992 Sb., governing the banks, as amended, and special rules issued by the Czech National Bank.

Part V/ Amendments

- (1) These Terms and Conditions may be amended by the Bank as stipulated in Part Three/Clause III of the General Business Terms and Conditions.

Part VI/ Final Provisions

- (1) If any provision of the Master Agreement or part thereof contradicts a provision of these Terms and Conditions, General Business Terms and Conditions and/or Payments Terms and Conditions, the respective provision of the Master Agreement prevails. If any provision hereof contradicts a provision of the General Business Terms and Conditions and/or Payments Terms and Conditions, the respective provision hereof prevails.
- (2) These Terms and Conditions constitute a part of legal relations between the Bank and the Client and remain to do so until the debts of the parties under the Master Agreement are settled.
- (3) These Terms and Conditions take effect on 1 May 2016, replacing the wording dated 1 January 2014.