

EUROPAY S.R.O.
Address: Žitná 1578/52, 12000 Praha 2-Nové Město
Czech Republic, European Union
Tel.: +420 228 883 998, Website: www.europay.cz
E-mail: info@europay.cz, compliance@europay.cz
SWIFT code: ERSOCZPP, code for IBAN:8290



WE PROVIDE RELIABLE PAYMENT SERVICES -----

BUSINESS ACCOUNT AGREEMENT FOR CORPORATE CLIENTS

1.0. PARTIES AND RECITALS

This Agreement made on the date as stated below by and between Europay acting as Financial Institution (hereinafter referred to as «Financial Institution» or «Europay» or «Payment Provider») and the Client (hereinafter referred to as «The Client»), jointly referred to as «Parties», have agreed as stated below.

Whereas: Financial Institution agrees to open a business account for the Client and the Client hereby consents to the laws, regulations, requirements and tariffs.

Now therefore: in consideration of the mutual covenants and agreements herein contained, the Parties hereby agree as follows hereunder.

2.0. TERMS AND DEFINITIONS

Unless otherwise provided herein, all terms and definitions used in the Business Account Agreement for Corporate Clients (the “Agreement”) have the meanings as stated hereto.

Financial Regulator is Czech National Bank (further called «CNB» or «Regulator») whose regulations are obligatory to Europay at all times.

Financial Institution is Europay which is a financial institution duly registered in Czech Republic by Regulator.

Client is a legal entity or an individual entrepreneur which has opened account(s) in the Financial Institution.

An account or Client account is a business account opened in the Financial Institution for the acceptance and management of money and is used to provide payment services according to the provisions of applicable laws and regulations.

Application for business account opening is a form submitted by Corporate Clients to Europay subject to opening of said account directly or via third parties.

Signature Sample and Seal Card are the signature sample of Client’s Beneficiary and Client’s seal sample verified by Payment Provider or other authorized person.

Beneficiary of account is a natural person duly and lawfully owning and representing the Client and whose identity and signature are duly verified.

Timing of documents are the terms for timing of accounting documents (orders) and

currency control documents for execution on the same business day as specified by the Financial Institution.

Party is the Financial Institution, the Client or other related person.

Exchange transaction means the exchange of Czech crowns to other currency or in the reverse order, or an exchange of two other currencies. In this case, all exchange transactions can be implemented only as supplement service to payment services provided.

Payment means any transaction that Client wishes to perform by means of a Client account, and which is carried out on the conditions stated below.

Online system of Financial Institution is the remote access system provided by Financial Institution to its Clients via internet with appropriate security control.

Tariffs are the tariffs of Financial Institution for the Clients published on the Financial Institution's website at www.europay.cz.

Maintenance fee is a fee incurred by Europay monthly published at the website.

Introducing Agent is a law, accounting or audit firm with sufficient expertise and training from Europay which submits Client's application and required documents.

Cancellation of a Client account is the settlement of liabilities and claims between the Client and Europay in accordance with all requirements and obligations arising under and in connection with the use of this account, in the manner set out below.

Applicable legislation is the laws of Czech Republic and regulations by the Czech National Payment applied to this Agreement and relationships arising from this Agreement.

Policies are policies which are in use by Europay as per requirements of applicable law, including: Ultimate Beneficial Owner (UBO), Suspicious Activity Reporting, Verification of Client Identity, Client Due Diligence, Know Your Client (KYC), Customer Acceptance Policy (CAP), Customer Identification Procedures (CIP), Transactions Management, Risk Management, Wire Transfer Procedures, Financing of Terrorism Prevention (FTP), Anti-Bribery and Anti-Corruption Policy, as well as FATF and OECD Recommendations.

3.0. SUBJECT OF THE AGREEMENT

The services for opening, maintenance of the account and making transactions for the Client hereunder shall be rendered by the Financial Institution in accordance with this Agreement, applicable laws and regulations and Europay's policies.

Both Parties acknowledges that all documents required by the applicable legislation including documents and information allowed to duly identify the Client must be provided accordingly and the Client shall pay Financial Institution's services in accordance with Agreement in the amounts and terms established by the Tariffs.

4.0. GENERAL CONDITIONS

Conditions for the use of payment account within Europay regulate the mutual rights and obligations of Europay s.r.o., registration number 28435206, and registered as financial institution by CNB and located in Czech Republic and the Client using payment services provided by the former.

By agreeing with conditions the Client accepts contract for use and establishment of the Client's Account and using of related payment services (the "Agreement").

The conditions determine in more detail the content of the Contract in accordance with the provisions of laws and regulations and regulate, in particular, the mutual rights and obligations of the contracting parties.

The Contracting Parties take actions to sign the Agreement and state that, at the time of signing, they know the current conditions and that they express their unconditional consent to these conditions. The Contracting Parties undertake to be guided in the wording of the Commercial conditions, which are up-to-date at the moment of signing of the Agreement.

5.0. RIGHT OF REFUSAL

The Financial Institution have the right to refuse the Client in providing service in case of:

-at the initial consideration of application for account opening submitted by the Client, including through Introducer.

-balance of Client's account(s) is negative or there are no activities or no funds deposited within 6 (six) months.

-Client does not abide by the applicable laws and policies of Europay as to UBO, KYC, AML, CIP, FTP, PEP and other related policies.

6.0. RIGHT OF CONSENT

The conclusion of the Agreement between the Financial Institution and the Client is provided by the means of Client's joining to the Agreement's conditions according to applicable laws, regulations and Europay's policies.

For this purpose, the Client (or its official representative) shall provide an Application for account opening with all documents and information.

The Financial Institution's consent is confirmed by providing the Client with the notification on Account opening with Account's details and access executed in a written form and signed by Payment Provider's authorized representative.

7.0. OPENING OF ACCOUNT

Client must pass the KYC process, primarily provide relevant data, such as: name, address, identification document (passport, ID, travel document), residence address, contact e-mail, contact telephone and other required information. After proper completion of registration, the Client receives the data needed to access its account.

Europay will send access links and passwords to the Client to its verified e-mail or telephone alongside with other instructions and description of services.

Europay may require the Client to amend or supplement the information and data previously provided.

Europay shall not be liable for any losses incurred by the Client as a result of using his data for access by third parties. In case of loss, theft or possible misuse of any data, the Client must apply to Europay demanding the cancellation of the existing access data access and provide new data for access to his client account. The Provider will execute the cancellation of the access data without any undue delay.

8.0. INTRODUCING AGENT

Introducing Agent is a firm with sufficient expertise and training appointed and trained by Europay which presents Client's application and required documents.

9.0. BENEFICIARY'S IDENTITY VERIFICATION

Europay considers such verification as its principal duty and main basis for complying with KYC, AML, PEP and other similar policies and laws.

Europay always requires such verification to be conducted via licensed notary, well-trained Introducing Agent or other means as it sees fit, including personal visit to its offices in Czech Republic.

Europay requires a signature sample of beneficiary duly verified in accordance with laws, regulations and its policies.

10.0. USAGE OF ONLINE SYSTEM AND ITS SECURITY

The Payment Provider as any responsible financial institution, takes great measures to safeguard any electronic means of payment instructions, account monitoring and completion of any operations whatsoever.

Europay shall always provide at least two levels of authentication which guarantee a solid and healthy reason to safeguard any access to account.

11.0 ACCOUNT USAGE

Having ordered a transaction or other related payment service on the site, the Client sends to Provider an order. The system informs the Client of the receipt of request by sending an appropriate message to the Client at his e-mail or telephone or through the interface of the website.

The Client has time limit to complete the transaction once it has started. If not, the Client is being logged out from the Client's account.

After the subject amount arrives into the online system it shall perform the transaction on the Client's account according to the payment order. If for some reason, the transfer cannot be carried out, the transaction is repeated as many times as necessary for the successful transfer. The Client has the right to cancel an incomplete payment, as well as check the status of the payment at any time through his account after logging in to the system.

The payment is completed at the time of the transfer of amount from the system to the business partner's account via Europay's corresponding account at another financial institution according to payment order of the Client.

Payments, payment orders and other transactions are accepted only through the interface of the website and are fixed by its software and hardware tools.

In case of return of funds, tariffs fees are deducted from the funds, which have been transferred to the Client's account. In case of cancellation of the payment, which was caused by technical mistake or other malfunction of the online system, the tariffs fees are not deducted from the funds on the client account.

Europay has the right to refuse to provide the payment service, indicating the reasons for such refusal.

12.0. TRANSACTIONS MADE THROUGH ACCOUNT

The Client has the right to demand to carry out the account transactions which include outgoing payments, incoming payments, currency exchange operations and internal transfer within Europay to its another Client.

If the Client requires a transaction, the amount of which is higher than the balance on the client account, the Provider may refuse to comply with this requirement and inform the Client of such refusal.

The maximum payment amount is regulated by Europay's AML policy and applicable laws and regulations.

Europay provides the most streamlined process of acquisition, implementation and performance of transactions via its online system. The Client has the right to use it only for payment services specified in applicable laws and regulations.

13.0. TARIFFS ON TRANSACTIONS

The Payment Provider imposes tariffs on each transaction as determined at its website and the Client may review it at www.europay.cz before signing this Agreement.

In case of any amendments to the tariffs the Client has an option to close its account and request the balance to be paid out to its account in another financial institution by sending a notice to Payment Provider in a written form or through the interface of the website.

14.0. ASSISTANCE OF LAW FIRM ON DUE DILIGENCE

In order to abide by the applicable laws, regulations of Czech National Bank, FATF/OECD recommendations and its policies, Europay may appoint a law firm with good expertise and knowledge to conduct initial due diligence on new Client (its company, its business and beneficiaries).

Current law firm which assists in such respect is Sterling Legal Payment Services Ltd, a company registered in England under # 07834767 and existing since 3rd November, 2011.

15.0. MONTHLY MAINTENANCE FEE

Europay imposes monthly maintenance fee which shall be used to cover expenses on salary, technical system support, office and other similar tangible expenses bearable by this Provider in order to steadily and sufficiently service the Clients and its accounts.

Any Client may review such fees at www.europay.cz before signing this Agreement.

16.0. DUTIES OF EUROPAY

Europay will send the data and further instruction for the access to the Client's account to the e-mail address specified during the Client's registration.

In the event of disputes with the Client, Europay is obliged to prove that the transaction, which is the subject of the dispute, was not influenced by technical or other failure.

Europay will provide the Client with the option to check the transactions history and the balance of the amount stored on his account at any time through access previously provided.

Europay is responsible for the lost money, stored or transferred from the Client's account, as well as for the erroneous implementation of the Client's transaction, where such loss or faulty implementation of the transaction are the result of a malfunction of the system, instrument or other device, and it was not caused by provable conscious or unconscious actions of the Client.

However, the Provider shall not be liable for any loss suffered by the Client as a result of loss of system access data provided to the Client, or for any damages resulting from criminal acts of third parties, or due to an error on the side of the Client, which took place during the payment order.

Europay reserves the right to block any relevant amount on the Client account or deactivate Client's account in case it has doubts about the origin of the money, the purpose of the transaction, unsettled payments and other concerns. Blocking the amount cannot be made without notice to the Client with reference to a law or regulation.

17.0. DUTIES OF THE CLIENT

The Client may use the Client's account only in compliance with applicable laws and this Agreement. Particularly, it must observe all principles aimed at ensuring the security of money and financial transactions.

The Client is obliged to inform Europay in case of loss or theft, as well as in the case of any possible misuse of the access data, without any delay, and submit a request for new access data.

18.0. STATUS OF THE FUNDS AND ACCOUNT

The Client has the right to send or receive payments at any time. The replenishment of the account can be performed only in the way allowed by Provider' policies and applicable laws.

Financial Institution provides the Client with the option to obtain information on the available balance on account at any time, using the application or the web interface, based on the Client's request.

The provisions of this clause shall not affect the Client's right to require the closure of his account in the manner specified in the conditions.

19.0. CANCELLATION OF ACCOUNT

The Client has the right to terminate the Agreement with period of equal to 15 days counted from the first day after receiving the notice of termination. The Provider will deactivate the Client's account at midnight of the last day of termination.

Europay has the right to terminate the account in accordance with this Agreement informing the Client accordingly. The period of termination is equal to 30 days counted from the first day of the calendar month following the date of delivery of notice. The Client's account will be closed at midnight, on the last day of termination.

During the closure, Europay deducts from the account balance the amount of payments made prior to the closure, tariffs fees for transferring money from the

payment account of the Provider to the payment account of the Client as well as the penalties for breach of the Contract according the current price list. The Provider will transfer the final balance by any possible and chosen means.

20.0. RETURN OF CLIENT'S FUNDS AFTER ACCOUNT'S CLOSURE

Client must provide detailed information on its account in other financial institution within European Union and Europay shall send the remaining balance of Client's account to the said destination within specified period.

21.0. REVERSE EXCHANGE OF MONEY

The Client may require a reverse exchange of money in accordance with the Commercial conditions and without the closure of his Client's account. The provisions of the Agreement governing the closure of client accounts, will apply with the appropriate changes.

The reverse exchange of money can be made on the Client's order, submitted through the electronic form or through www.europay.cz. In the case of reverse exchange, the Client pays to the Provider the expenses directly incurred in connection with such reverse exchange.

First of all, the tariffs for the transfer of funds from the account of the Provider to the account of the Client. The amount of these fees will be deducted from the balance on the Client's account. The reverse exchange of money will be made within the deadline set for reverse exchanges on weekdays. The reverse exchange will be made by any appropriate and available means of transfer.

22.0 EXPENSES AND REMUNERATION OF EUROPAY

In the case of reverse exchange of money, as well as in the case of closure of the Client's account, Europay is entitled to claim reimbursement of necessary expenses related to the implementation of these transactions. Hereunder, it is the amount of tariffs fees withheld by the payment during the transfer of funds, penalties caused by chargebacks, refund and fraud operations and tariffs fee of the online system.

Europay is entitled to receive the remuneration for services and penalties associated with the use of Client's account and the effected transactions, according to the price list, which is available at www.europay.cz. The fees table for the services in its printed version is available at the office of the Provider.

23.0 COMPLAINTS ON TRANSACTIONS

The Client has the right to file a claim to Financial Institution for wrongly executed transactions within 14 days after the determination of such operations, but not later than 1 year after the erroneous transaction. The claim must be sent to the Provider's address in written form or by electronic mail. Provider will perform an

investigation to determine its validity to inform the Client of the results and report his opinion shall within one month after receiving a written complaint.

If Europay is responsible for erroneous transaction it must replenish the balance on the Client's account which suffered from such error.

24.0. ACCOUNT STATEMENTS

The Financial Institution shall issue the Account statements to the Client in accordance with the actual condition of the said account.

25.0. ARCHIVING

The Payment Provider shall keep the records on all Clients within such period of time as required by applicable laws and regulations. Detailed information on exact periods and terms of keeping is contained in Europay's policies which are publicly available at its website www.europay.cz

26.0. THE INTEREST ON ACCOUNT AND PROHIBITION OF DEPOSIT

Client specifically stipulates that accounts are business accounts for payment and everyday activity purposes and cannot be considered as deposit whatsoever. The interest shall not accrue to the balance of the Account under the conditions of this Agreement and applicable laws.

27.0. CLIENT'S AWARENESS

The Client and its Beneficiary herewith confirm that they are aware with the applicable laws, regulations and Europay's policies.

At the same time the Client become aware that if tariffs are stipulated by the Financial Institution for providing agreed-upon services, the Client shall ensure their payment to the Financial Institution.

28.0. LIABILITY

Neither Party nor other affiliated persons, nor the officers, agents and employees, trustees, or shareholders shall be liable to the other in any action or claim for consequential or special damages, loss of profits, loss of opportunity, loss of product, or loss of use and any protection against liability for losses of damages afforded any individual or entity by these terms shall apply whether the action in which recovery of damages is sought is based on contract, tort (including sole, concurrent or other negligence and strict liability of an protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies that are inconsistent with these terms are waived.

29.0 DAMAGES FOR BREACH OF AGREEMENT

In the event of a breach of this Agreement by either Party hereto resulting in damages to the other Party, that other Party may recover from the Party so breaching said contract such damages as may be sustained.

30.0. LEGAL JURISDICTION AND GOVERNING LAW.

This Agreement shall be governed by the laws of Czech Republic and regulations of Czech National Payment.

The Parties shall endeavor to solve any disputes pertaining to this Agreement on the whole or any of its parts, or any other issues directly or indirectly related hereto through negotiations.

31.0. SETTLEMENT OF DISPUTES

All disputes arising from this Agreement are subject to governance by applicable Court in Czech Republic.

32.0. COMMUNICATIONS AND NOTICES

Communications between the Financial Institution and the Client shall be effectuated by mail, messenger delivery, or by using other methods if established by a separate agreement between the both.

No instructions shall be deemed received by the Financial Institution by way other than mail or messenger delivery without the execution of such separate agreements or directly specified in this Agreement.

The Client shall notify the Financial Institution immediately of any changes in its postal details, foundation and registration documents, as well as change of the registered office (postal address), e-mail, telephone number, telex, teletype or fax number, in written form.

33.0. PERIOD OF THE AGREEMENT

This Agreement shall enter into force from the date of its signature in accordance with the Agreement and shall be effective until the current calendar year expires.

34.0. TERMINATION OF THE AGREEMENT

Should neither Party notify the other in writing of this Agreement termination prior to its expiration by means of transfer the note to other Party or by means of transfer the note by registered letter with delivery confirmation, this Agreement shall be deemed extended under same terms for each consecutive calendar year.

The Client have the right to terminate this Agreement at any time unilaterally notifying the Financial Institution with a written application about the Account closure and the Agreement termination.

The Financial Institution have the right to terminate this Agreement unilaterally in case of operations absence and funds on the Client's Account during 6 (six) months, Client's dissolution or breach of applicable laws and Financial Institution's policies.

35.0. FINANCIAL SECRECY

The Financial Institution shall guarantee secrecy of Client's Account, secrecy of Client's operations, any information and data concerning the Client, subject to the applicable laws and regulations.

36.0. CLIENT'S CONSENT ON INFORMATION PROCESSING

The Client hereby gives its express consent for the processing, disclosure and submittal of all information and data concerning the Client and/or any of its affiliated persons (including but not limited to balance sheet data and other data relevant for risk assessment) which become known to the Financial Institution within the context of the business relationship to the Client, or to any of its affiliated companies.

This consent extend only on the using information in accordance with the Financial Institution's organizational procedures, on the requirements of governmental bodies governing the activities of the Financial Institution, procedures for providing information by entities, which the Financial Institution cedes the right of claim under the Agreement, on any domestic or foreign entities affiliated with Europay.

37.0. AMENDMENTS

This Agreement may not be enlarged, modified, altered, or otherwise amended except in writing, signed by the Parties hereto and endorsed on this Agreement.

All mutually accepted appendices as well as amendments to this Agreement, shall be an integral part hereof.

The Financial Institution may change Tariffs, fees and policies with notice to the Client before the effective date of relevant changes by any means at its own discretion, in selected by the Financial Institution form: by written notification, by publishing or sending the relevant information through the online system or by publishing the information on the website of the Financial Institution at www.europay.cz or via e-mail from Europay's managers.

38.0. WARRANTIES OF THE CLIENT

Agent hereby represents and warrants to Principal(s) that:

(a) Authority. Client is a legally existing entity with the authority to enter into this Agreement.

(b) Compliance with Law. Client and its Beneficiaries(s) warrant that they have complied and will comply fully with all applicable laws, regulations, statutes, and ordinances.

39.0. WARRANTIES OF THE FINANCIAL INSTITUTION

Europay hereby represents and warrants to the Client that:

(a) Standing. Europay has appropriate powers and permission to open and operate Client's account.

(b) Compliance with Law. Europay warrants that they have complied and will comply fully with all applicable laws, regulations, statutes, and ordinances.

(c) Authority. Europay is authorized to enter into this Agreement.

40.0. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the Parties and memorializes all past and present written and oral agreements and supersedes all prior agreements. No statements, promises, or inducements made by either Party or Agent that are not contained in this Agreement shall be valid or binding.

41.0. SUCCESSORS AND ASSIGNS OF PARTIES

This Agreement is binding and inure to benefit of Parties, personal representatives and assigns of the Parties hereto provided that, except as permitted by terms of Agreement hereof, any assignment of this Agreement shall be subject to prior approval of the other Party which approval shall not be unreasonably withheld.

42.0. THIRD PARTY ENFORCEMENT

In any contract or licensing agreement with any party, Europay shall preserve the right of the Client to enforce this Agreement.

43.0. COMMENCEMENT OF AGREEMENT

This Agreement shall be in effect from the date of its signing hereunder.

44.0. CAPTIONS

The captions of any clause hereof are made for convenience only and do not control or affect the meaning or construction of any other provision hereof and pursuant to the rules of construction, each section shall be known by its plain meaning.

45.0. SEVERABILITY

The invalidity or unenforceability of any particular provision of this Agreement, or portion thereof shall not affect the other provisions or portions thereof; and, this Agreement shall be construed in all respects as if any such invalid or

unenforceable provisions or portions thereof were omitted and this Agreement remain in force.

46.0. COUNTERPARTS

This Agreement may be signed in counterparts and shall be considered as fully executed on distribution of the counterpart pages to each of the executors hereto.

47.0. DELIVERY OF AGREEMENT

The Agreement may be delivered to the Client as a hard copy, by electronic format via the Financial Institution's online system or by authorized e-mail. Client must deliver physical hardcopy to the offices of the Financial Institution.

AGREEMENT DETAILS:

CLIENT:	EUROPAY
POSITION:	POSITION:
NAME:	NAME:
SIGNATURE:	SIGNATURE: