

General Terms and Conditions

These General Terms and Conditions are issued on behalf of MUFG Bank (Europe) N. V. by its branch operating in the Czech Republic, i. e. by MUFG Bank (Europe) N.V. Prague Branch, under the provisions of Section 1751 of Act No. 89/2012 Coll., Civil Code, as amended, and are in force and effect starting from 1 November 2016.

Table of Contents of the General Terms and Conditions

PART I – BASIC INFORMATION ON THE BANK, ITS ACTIVITY AND DEPOSIT PROTECTION

PART II – BASIC INFORMATION ON GENERAL TERMS AND CONDITIONS AND OTHER CONTRACTUAL DOCUMENTS

PART III – BASIC RULES GOVERNING THE RELATIONSHIP BETWEEN THE BANK AND ITS CLIENT

PART IV – ESTABLISHING A CONTRACTUAL RELATIONSHIP BETWEEN THE BANK AND ITS CLIENT, CHANGES AND TERMINATION THEREOF

PART V – CLIENT'S LIABILITY AND REQUIRED CONSENTS

PART VI – INFORMATION PROVIDED BY THE BANK AND THE BANK'S LIABILITY

PART VII – USE OF ELECTRONIC COMMUNICATION CHANNELS AND CLAIMS

PART VIII – BANKING SERVICE FEES AND REIMBURSEMENT OF EXPENSES

PART IX - RULES FOR COLLATERAL, SETTLEMENT, SET-OFF, ASSIGNMENT AND TAX LIABILITIES

PART X – BANKING SECRECY AND PERSONAL DATA PROCESSING AND PROTECTION

PART XI – TIME AND PLACE OF PERFORMANCE; GOVERNING LAW; LEGAL VENUE

PART XII – DELIVERY OF CONSIGNMENTS

PART XIII – DEFINITION OF TERMS AND INTERPRETATION RULES

PART XIV – TEMPORARY AND FINAL PROVISIONS

PART I

BASIC INFORMATION ON THE BANK, ITS ACTIVITY AND DEPOSIT PROTECTION

Article 1 Basic Information on the Bank and its Activity

(1) MUFG Bank (Europe) N.V. is a company established and duly organised under the laws of the Netherlands, with its registered office at Strawinskylaan 565 D, 1077XX Amsterdam, Netherlands, registered in the Trade Register maintained by the Chamber of Commerce and Industry in Amsterdam, under registration number 33132501, which operates in the Czech Republic through its branch, i. e. MUFG Bank (Europe) N.V. Prague Branch, with its registered office in Prague 5, Klicperova 3208/12, Postcode: 15000, Company Registration Number: 27427901, registered in the Commercial Register maintained by the Municipal Court in Prague, under File No. A53641.

(2) MUFG Bank (Europe) N.V. Prague Branch is registered in the Register of Banks maintained by Česká národní banka (Czech National Bank) and its activity is subject to, in compliance with the Czech law, the banking supervision of Česká národní banka, with its registered office at Na Příkopě 28, 115 03 Prague 1, as set out in the Act on Banks and the Payments Act. MUFG Bank (Europe) N.V. is subject to the regulation from De Nederlandsche Bank N. V., with its registered office at Postbus 98 1000 AB Amsterdam, which carries out supervision over its branches as well.

(3) MUFG Bank (Europe) N.V. Prague Branch provides its Bank Services and Products only to legal persons and its services do not include any cash transactions; in particular, it provides no payment services allowing cash deposits to be made on payment accounts and no payment services allowing cash to be withdrawn from payment accounts, nor does it issue means of payment in form of payment cards.

Article 2 Basic Information on Deposit Protection

MUFG Bank (Europe) N.V. is part of the deposit protection scheme in the Netherlands called “The Dutch Deposit Guarantee Scheme”, and therefore it is not obliged to take out client’s deposit insurance in the Czech Republic. More detailed information on deposit protection is to be found in the Bank document titled “Basic Information on Deposit Protection”, which is provided by the Bank to its Clients together with the relevant Product Agreement.

PART II BASIC INFORMATION ON GENERAL TERMS AND CONDITIONS AND ON OTHER CONTRACTUAL DOCUMENTS

Article 1 Subject Matter and Scope of Application of the General Terms and Conditions and their Relationship to Other Contractual Documents

(1) These General Terms and Conditions set out binding rules for the implementation of all types of Banking Services and Products provided by the Bank to its Clients in the Czech Republic and they govern all related contractual and other related business legal relations between the Bank and its Clients when providing Banking Services and Products including Payment Services, provided that such relations relate to its branch in the Czech Republic, i. e. MUFG Bank (Europe) N.V. Prague Branch.

(2) Any capitalised terms in these General Terms and Conditions shall have the meaning specified in Part XIII, Article 1 hereof.

(3) These GTC form under Section 1751(1) of the Civil Code an integral part of any and all Product Agreements entered into by and between the Bank and the Client in relation to the relevant Banking Service or Product, thus forming under Section 1751(1) of the Civil Code a part of the content of each Product Agreement, except as expressly stated otherwise in the relevant Product Agreement. The Bank may issue special terms and conditions titled “Product Terms and Conditions” for specific Banking Services and Products provided by the Bank, which follow upon these GTC and also form under Section 1751(1) of the Civil Code a part of the content of the relevant Product Agreement governing the relevant Banking Service or Product.

(4) The Bank shall also issue the “Notification of Terms related to Payments” and the “Tariff of Fees and Other Charges for Banking Services” and the “Notification of Interest Rates”, which under Section 1751(1) of the Civil Code form part of the content of the relevant Product Agreement.

(5) The terms and conditions of Product Agreements entered into by and between the Bank and the Client and/or the Product Terms and Conditions issued by the Bank in relation to various types of Banking Services and Products shall prevail to the extent in which the terms and conditions set out in the relevant Product Agreement and/or Product Terms and Conditions differ from these GTC or to the extent in which they are in contradiction therewith, i. e. that the provisions of the relevant Product Agreement differing from these GTC and/or the Product Terms and Conditions shall prevail over the GTC and the Product Terms and Conditions; the differing provisions of the Product Terms and Conditions shall prevail over these GTC.

Article 2 Accessibility of the GTC and Contractual Documents

(1) The Bank shall attach the GTC, Product Terms and Conditions, Notification of Terms, Tariff and Notification of Interest Rates to Product Agreements.

(2) Any and all information relating to the Bank’s Banking Services and Products including the up-to-date version of these GTC, Product Terms and Conditions, Notification of Terms, Tariff and Notification of Interest Rates intended for the Client are accessible at public premises of the Place of Business of the Bank.

(3) The up-to-date version of these GTC is also accessible on the Bank website.

PART III BASIC RULES GOVERNING THE RELATIONSHIP BETWEEN THE BANK AND ITS CLIENT

Article 1 Power of Representation of the Client

(1) Bank’s Clients include only legal persons. Clients legally act in relation and vis-à-vis the Bank only in person. As the Bank’s Clients are legal persons, Clients acting in person means that an Authorised Representative or Agent acts on behalf of the Client to the extent as specified in the relevant power of attorney.

(2) The authorisation to dispose of the funds in the Client’s account is set out in the relevant Product Terms and Conditions and/or Product Agreement and only an Authorised Person and solely in person may dispose of the funds in the Client’s account. Authorised Persons cannot be represented by another person.

(3) Unless a legal regulation prescribes a stricter form of or other stricter terms and conditions for the validity of the Agent’s power of attorney, the power of attorney granted by the Client in relation to a Banking Service or Product or in relation to the authorisation to dispose of the funds in accounts shall be specific and shall be in

writing and duly signed by the Client. The signature of the Client on the power of attorney shall be notarised or otherwise officially authenticated or authenticated in such manner that the signature of the Client shall be made on the power of attorney in the presence of an employee of the Bank. Should applicable legislation stipulate a stricter form or other stricter terms and conditions, the power of attorney shall also comply with such stricter requirements. The power of attorney shall start to be binding upon the Bank upon its delivery thereto.

(4) The Client shall, without undue delay, notify the Bank in writing of any cancellations or changes of a power of attorney delivered to the Bank, and shall comply with the particulars specified in paragraph (3) hereof. Any cancellations or changes of the power of attorney shall start to be binding upon the Bank upon delivery of a written notification of such cancellation or change to the Bank.

(5) The authorisation of Authorised Representatives to legally act for and on behalf of the Client shall be documented by the Client to the Bank by registering such persons and their authorisations in the commercial register or in another similar public register, and/or by another manner foreseen in the relevant provisions of the Act on Business Corporations, Civil Code or another Act.

(6) The Client is obliged, without undue delay, to notify the Bank in writing of any lost or limited capacity of Authorised Representatives or Authorised Persons or Agents to enter into legal relations, i. e. about their limited legal capacity.

Article 2 Identification and Verification of the Client and Data Processing

(1) When fulfilling its obligations arising from legislation the Bank is obliged to make identification and verification of Clients to whom it provides Banking Services and Products, meet its information duties in relation to various institutions, and for the purposes thereof to collect and process data about Clients and other Banking Service participants and keep records of the data acquired thereby, all that in compliance with legislation. The processing of data on natural persons is subject to restrictions under the Personal Data Protection Act and is set out in detail in the document titled "Personal Data Processing and Protection Rules" within the meaning of Part X of these GTC.

(2) The Bank is, in compliance with applicable legislation on measures against legalisation of criminal proceeds and terrorist financing (in particular, with Act No. 253/2008 Coll., on Selected Measures against Legalisation of Criminal Proceeds and Terrorist Financing, as amended) obliged to identify the Client and/or a person acting for and on behalf of the Client and/or a person representing the Client and/or a person acting on its account when providing any Banking Services and Products and, if a legal person, to identify the Beneficial Owner of such legal person. The Bank shall carry out identification in compliance with legislation and the scope specified therein mainly with respect to banking transactions the value of which exceeds the amount set forth in legislation. Should the Client and/or persons representing it, acting for or on behalf or on the account thereof, in particular Authorised Representatives, Authorised Persons or Agents refuse to comply with the required scope of identification, the required Banking Service and/or Product shall not be provided. The Bank is obliged to refuse the provision of Banking Services that require maintaining anonymity of Clients.

(3) The Bank is entitled, under the legislation on measures against legalisation of criminal proceeds and terrorist financing, at any time during the contractual relationship with the Client, to require additional identification data of the Client and/or Identified Person, submission of other documents or information from the Client and/or Identified Person, mainly evidence of the origin of funds remitted to the Client's account, proofs of creditworthiness of the Client, its obligations and credibility. The Bank shall not process any transaction of the Client associated with the risk of legalisation of criminal proceeds or terrorist financing, or if there is a suspicion that the Client's transaction is subject to international sanctions within the meaning of the legislation on imposing international sanctions, and/or it shall not carry out any transaction of the Client it justifiably deems not to be compliant with legislation.

(4) In order to comply with the obligations specified in paragraphs (1) to (3) hereof, the Bank is at any time entitled to:

a) require submission of identification documents including birth registration number and other documents and information required for the provision of a Banking Service and Product and for proper identification and verification of the Client, Authorised Representatives, Authorised Persons, Agents and Beneficial Owner in compliance with legislation and prudent business policy of the Bank. The Bank is entitled to set out rules for identification of the Client and/or Identified Person, as well as the extent of information and documents the Client and /or Identified Person is obliged to submit for the purposes of identification and provision of particular Banking Services and Products;

b) make copies of the documents submitted by the Client for its own use and in compliance with legislation, including personal documents of Identified Persons and to process and maintain the copies in compliance with legislation;

c) require that the Client provide its contact information and contact information of Identified Persons (in particular, e-mail address, telephone number or other data related to any other means of electronic data exchange), and to process and maintain such data in compliance with legislation;

d) maintain any authentic (written, sound or electronic) recordings of communication with the Client, Authorised Representative, Authorised Person or Agent, as well as with the Beneficial Owner, including record-keeping and recordings of telephone conversations, with the Bank not being obliged to provide such recordings to the Client.

Article 3 Bank Requirements from the Client related to Information Provision to the Bank

(1) In order to comply with the obligations set forth in Article 2 of this Part of the GTC the Client is obliged, prior to entering into a legal relationship with the Bank, and whenever the Bank so requests in the course of such relationship, to supply the Bank mainly (however, not exclusively) with evidence of its incorporation and legal existence as a legal person and evidence of identity of Identified Persons and such other information regarding its identification and purpose of business as the Bank may require, in a form and substance satisfactory to the Bank and not older than 3 months. Should a Banking Service or Product be provided to a legal person already founded, but not yet registered in the relevant commercial or another public register, the person acting for and on behalf of such legal person or representing it shall provide the Bank with documents proving the foundation of the legal person, as well as with any other documents as required by the Bank. Each person acting for or on behalf of or representing the Client shall duly evidence their authorisation to carry out such acts.

(2) At request from the Bank, the Client is obliged:

- a) to provide any other information the Bank shall justly require for tax, accounting or other purposes in order to comply with its other statutory and contractual obligations;
- b) to prove and document the origin and source of funds,
- c) to prove other facts the Bank is obliged to ascertain as set out in legislation including substantiation of the purpose and nature of the banking transaction intended or currently carried out.

(3) The Client is obliged, without undue delay, to notify the Bank in writing of:

- a) any and all facts that have a substantial impact on its legal position (mainly entering into liquidation, initiation of insolvency proceedings, adjudication of bankruptcy, imposition of forced administration, etc.);
- b) any lost or limited legal capacity of the Client, termination of its business activity and/or dissolution of the Client as a legal person.

(4) In order to ensure proper provision of Banking Services, the Client is obliged, without undue delay, to notify the Bank in writing of:

- a) any changes in its identification data (mainly its corporate name, registered office or delivery address) and/or identification data of Identified Persons;
- b) any other changes or facts that may affect the provision of Banking Services and the ability of the Client to meet its obligations vis-à-vis the Bank;
- c) any information that may render it a Person with a Special Relationship to the Bank;

(5) The Client is obliged, without undue delay, to notify the Bank of any loss, theft or misuse of documents that are relevant in relation to the provision of Banking Services and Products, as well as documents identifying the Client and/or Identified Person.

The Client is further obliged, without undue delay after it has learned thereof, to notify the Bank of the loss, theft or misuse of passwords and/or codes the Client has received from the Bank in relation to the provision of Banking Services, in particular for the use of Electronic Communication Channels. Should the Client fail to comply with the above information duty vis-à-vis the Bank no later than on the following Bank Business Day after such loss, theft or misuse, without having been prevented from doing so by reasons with a special regard, it shall be considered to have failed to notify of the above fact without undue delay after it has learned thereof.

(6) Unless expressly provided otherwise by the Bank (for example, in the Product Terms and Conditions) the Client shall comply with its information duty under paragraphs (3), (4) and (5) of this Article in writing through email address **MUFG-PRAGUE@cz.mufg.jp**, and the Client is obliged to subsequently confirm the receipt of such message by registered mail.

(7) The Bank is not obliged to accept documents provided by the Client, if it has justified doubts about their authenticity or accuracy.

Article 4 Language

(1) Product Agreements are entered into in the Czech and/or English language, unless expressly agreed otherwise.

(2) The communication between the Bank and the Client is carried out in the Czech and/or English language, unless expressly agreed otherwise. The Bank is not obliged to accept any document in another language than Czech and/or English, unless expressly agreed otherwise.

(3) The Bank is entitled to require submission of a certified translation of a foreign-language document or instrument into the Czech and/or English language at the expense of the Client.

(4) With respect to the documents including Product Agreements that are executed both in Czech and in another language version (including English), the Czech version shall always prevail, unless expressly agreed otherwise.

(5) With respect to the documents including Product Agreements that are, as agreed with the Client, executed only in other than the Czech language versions (including English), in case of conflicts the certified Czech translation made for the purposes thereof at the expense of the Client shall prevail.

PART IV ESTABLISHING A CONTRACTUAL RELATIONSHIP BETWEEN THE BANK AND ITS CLIENT, CHANGES AND TERMINATION THEREOF

Article 1 Basic Requirements for a Contractual Relationship

(1) The formation of a contractual relationship between the Bank and the Client is contingent upon previous acceptance of these GTC by the Client, in a manner specified in Part V, Article 2, paragraph (3) of these GTC. The Bank is entitled to make the formation of a contractual relationship and provision of Banking Services and Products contingent upon submission of the required documents and information by the Client and/or Identified Persons according to Part III of these GTC.

(2) The Bank shall enter into a contractual relationship only with Clients-legal persons. There is no legal entitlement to a contractual relationship with the Bank.

(3) Product Agreements are entered into for an indefinite period of time, unless expressly agreed otherwise between the Bank and the Client. During the contractual relationship the Bank shall make information required by operation of law accessible to Clients according to these GTC and/or Product Terms and Conditions.

Article 2 Formation of a Contractual Relationship

A Product Agreement between the Bank and the Client is executed upon its signing by the Bank and the Client.

Article 3 Changes in a Contractual Relationship including Changes to the GTC and Other Contractual Documents

(1) In connection with changes to applicable legislation or with respect to its business strategies, the Bank is entitled to modify or amend these GTC and/or Product Terms and Conditions and/or Notification of Terms, Tariff and Notification of Interest Rates.

(2) The Bank shall notify the Client of the proposed modifications and/or amendments to the GTC and/or Product Terms and Conditions at least two months before the date when the respective modification and/or amendment is to take effect.

(3) The announced modifications and/or amendments may take any form as agreed with the Client. Unless agreed otherwise with the Client, the notification of changes or amendments to the GTC and/or Product Terms and Conditions shall be in writing and shall be delivered in a manner specified in Part XII of the GTC; as far as the changes to the Tariff and Notification of Interest Rates are concerned, the Bank shall notify the Client thereof in a proper manner (for example, through written notification or electronic mail).

(4) The Client is entitled to refuse a change and/or amendment to the GTC and/or Product Terms and Conditions proposed by the Bank provided that the Client simultaneously terminates in writing the relevant Product Agreement affected by the proposed change and/or amendment, with the notice being served on the Bank together with the refusal of the change and/or amendment prior to the day on which the proposed change and/or amendment is to take effect. The Bank shall expressly notify the Client of this particular right in the proposed change and/or amendment to the GTC and/or Product Terms and Conditions.

(5) The notified changes and/or amendments shall come into force and effect at the time specified therein (however, no sooner than on the first day after the expiry of two months from the notification thereof) and shall apply to all existing and future contractual relationships between the Client and the Bank related to the provision of the relevant Banking Service or Product, unless the Client exercises its right to refuse the proposed change and/or amendment.

(6) Changes relating to payment services including their regulation in the Notification of Terms and in the Tariff are governed by the Product Terms and Conditions for Maintaining Current Accounts and Payment Services.

Article 4 Termination of a Contractual Relationship by the Bank

(1) Unless the relevant Product Agreement is entered into for a fixed period of time, the Bank is entitled to terminate the contractual relationship with the Client by written notice of termination at any time including without cause. If no other notice period is set out in these GTC and/or Product Terms and Conditions and/or the relevant Product Agreement, the notice period shall be one month from the notice delivery to the Client.

(2) The Bank is entitled to terminate in writing any Product Agreement on one-month notice if the Client refuses in writing the change proposed in relation to changes and/or amendments to the terms and conditions without the Client terminating, concurrently with the refusal, the relevant Product Agreement in spite of the Bank advice received. The notice period shall start to run from the date of delivery thereof to the Client.

(3) The Bank is entitled to terminate any Product Agreement with immediate effect only on serious grounds, which are the following:

- a) a deteriorated or jeopardised financial situation of the Client or of its co-debtor resulting in jeopardised fulfillment of obligations vis-à-vis the Bank,
- b) if the Client furnishes incorrect information required by the Bank regarding its identification, or regarding its financial situation or other essential facts and circumstances,
- c) if the Client substantially breaches any of its obligations under the Product Agreement, or
- d) the Client fails to or is unable to fulfill its obligation to provide or increase collateral for its obligations vis-à-vis the Bank.

The Product Agreement shall cease to be valid and effective upon delivery of a written notice of termination of the Product Agreement to the Client.

Article 5 Termination of a Contractual Relationship by the Client

(1) Unless the respective Product Agreement is entered into for a fixed period of time, the Client is entitled to terminate it in writing including without cause. If no other notice period is set out in these GTC and/or Product Terms and Conditions and/or the relevant Product Agreement, the notice period shall be one month from the notice delivery to the Bank.

(2) The Client is entitled to terminate any Product Agreement if the Bank has made changes and/or amendments to the terms and conditions thereof, i. e. if the Client avails itself of the right to refuse the proposed changes and/or amendments and at the same time it terminates in writing the relevant Product Agreement affected by the proposed change and/or amendment. In such case the notice period shall be one month. The notice shall be in writing and shall be delivered to the Bank together with the refusal prior to the date when the proposed change and/or amendment is to take effect.

Article 6 Legal Consequences of the Contractual Relationship Termination

(1) The termination of the Product Agreement validity shall not prejudice the fulfilment of the existing obligations, unless in these GTC and/or Product Terms and Conditions and/or Product Agreement expressly set forth otherwise. Unless agreed otherwise, upon termination of the contractual relationship or individual parts thereof, all the existing obligations arising therefrom shall immediately become due and payable and the Bank and the Client shall be obliged to mutually settle such obligations.

(2) The Client is obliged to exercise maximum effort to release the Bank of all liabilities assumed for the Client.

(3) The Bank shall reimburse a proportionate amount of the already paid price, fee or other payments for Banking Services to the Client only if expressly stipulated in legislation or agreed in the Product Agreement.

(4) Upon termination of the contractual relationship the Client is obliged, within terms specified by the Bank, to return to the Bank any and all objects entrusted to it, printed material, Electronic Means of Identification or other means given to the Client by the Bank in relation to the provision of Banking Services or Products.

(5) These GTC and/or relevant Product Terms and Conditions shall survive the termination of the contractual relationship with the Client, until the mutual rights and obligations between the Bank and the Client have been settled in full.

PART V CLIENT'S LIABILITY AND REQUIRED CONSENTS

Article 1 Client's Liability

(1) The Client acknowledges that the Bank acts with trust in the authenticity and accuracy of identification documents submitted by the Client, other documents and information provided by the Client (in particular, as set out in Part III of these GTC), otherwise the Client shall bear all the risks associated therewith and shall not be entitled to exercise any rights, in particular to claim damages.

(2) The Client shall be liable for damage suffered by the Bank due to the breach of its legal and contractual obligations including the obligation to duly and timely provide identification documents, other documents and information (in particular, as set out in Part III of these GTC), as well as to render assistance under these GTC and/or Product Terms and Conditions, as the case may be.

Article 2 Required Consents

(1) By entering into a Product Agreement the Client grants the following consents:

a) to hand over all the data that is subject to banking secrecy (under the Act on Banks),

b) to have telephone conversations between the Client and the Bank recorded for the purposes of the required verification of identification of the Client and/or Instructions given by the Client; for the purposes thereof the Bank is further entitled to maintain any (written, sound or electronic) records of communications with the Client, Authorised Representative, Authorised Person or Agent including record-keeping and recordings of telephone conversations, and use them, if needed, as evidence, without the Bank being obliged to provide such recordings to the Client.

(2) The Client shall ensure that the affected natural persons (in position of an Authorised Representative, Authorised Person or Agent) make themselves familiar with the Bank document titled "Personal Data Processing and Protection Rules", the fact which shall be documented by the Client to the Bank on a signed form provided by the Bank for the purpose thereof. Moreover, the Client shall document to the Bank that the affected natural persons in position of an Authorised Representative, Authorised Person or Agent have provided the Bank with the following:

a) consents specified in paragraph (1) of this Article,

b) consents to the processing of their personal data to the extent as required by the Bank,

to the extent and under the terms and conditions set out in the Bank document titled "Personal Data Processing and Protection Rules" within the meaning of Part X of these GTC and while respecting the terms and conditions stipulated in the Personal Data Protection Act.

Should the Client fail to comply with this obligation the Bank shall not be obliged to provide the requested Banking Service and/or Product.

(2) The Client is obliged to arrange for and hand over to the Bank the consents of the relevant natural persons (in a position of an Authorised Representative, Authorised Person or Agent), i. e.:

a) consents specified in paragraph (1) hereof,

b) consents to process their personal data provided to the Bank and hand it over to third persons within the holding group of the Bank,

to the extent and under the terms and conditions set out in the Bank Document titled "Personal Data Processing and Protection Rules" as specified in Part X of these GTC and while respecting the terms and conditions set out in the Personal Data Protection Act.

Should the Client fail to meet this obligation, the Bank shall not provide the required Banking Service or Product.

(3) By executing a Product Agreement the Client confirms to have made itself familiar with the wording of the General Terms and Conditions, relevant Product Terms and Conditions, Notification of Terms, Tariff of Fees and Other Charges for Banking Services and Notification of Interest Rates (to the extent as specified for the relevant Banking Service and/or Product) and agrees to adhere to its provisions.

Article 3 Restricting Client's Rights if Bankrupt

Any and all authorisations of the Client, the rights of Authorised Persons to dispose of the funds in the Client's accounts, as well as any disposition rights of the Client shall terminate or be restricted if so provided by applicable legislation, in particular by Act No. 182/2006 Coll., on Bankruptcy and Methods of Handling It (Insolvency Act), as amended, and Act No. 328/1991 Coll., on Bankruptcy and Composition, as amended, the Civil Code and the Act on Business Corporations.

PART VI INFORMATION PROVIDED BY THE BANK AND THE BANK'S LIABILITY

Article 1 Information Duty of the Bank

The Bank shall provide information only to the extent as provided by legislation, set out in these GTC, Product Terms and Conditions or the relevant Product Agreement with the Client. Except as specified above, the Bank is not obliged to provide any other information, in particular it is not obliged to:

a) notify the Client of imminent price or exchange losses, decreased value of objects entrusted to it or any facts or circumstances likely to affect or jeopardise the value of such objects,

b) give advice or furnish information without relevant Instructions from the Client, unless expressly required to do so by legislation.

Article 2 Bank's Liability

(1) The Bank is liable to the Client for performing its obligations in a due and timely manner. Obligations of the Bank are fulfilled in time if performed within terms prescribed by legislation, Product Agreement, or within terms that are reasonable with respect to the nature of the relevant obligation, business practices and bank procedures.

(2) The Bank is liable to the Client for damage caused to the Client by breaching its obligations, with the Bank being liable to the Client only for the damage caused to the Client by a proven breach of its obligations provided that such damage has been caused wilfully or by gross negligence of the Bank. In the case of disputes, the Client bears the burden of proof.

(3) The Bank is not, in particular, liable for the harm caused to the Client due to emergency situations and events that are beyond control of the Bank and that the Bank could not reasonably envisage and could not influence and overcome, in particular, the implications of force majeure and consequences of decisions of state authorities; such circumstances excluding liability of the Bank shall include, in particular, natural disasters, terrorism, wars, civil unrest, strikes, closures of traffic, measures taken by institutions used by the Bank in relation to payments, Czech and foreign state authorities, courts and other impediments that are beyond control of the Bank and that the Bank could not reasonably envisage at the time when the obligation originated.

(4) The Bank is not further liable to the Client for damage to the extent in which its occurrence was not predictable. The Bank is not obliged to provide compensation for the damage that represents lost profit of the Client or damage that does not occur as an imminent consequence of breach of a legal obligation of the Bank (consequent damage) unless the Client expressly notifies the Bank of such threatening damage and/or its expectable extent in advance, prior to the signing of the Product Agreement.

(5) The Bank is not further liable to the Client for the damage suffered by the Bank's conduct that is in compliance with legislation and/or due to implementation of legal regulations or individual legal acts that are binding upon the Bank.

(6) The Bank is not further liable for the damage caused by illegal conduct of the Client or a third party including misuse of identification documents of the Client, Authorised Representatives, Authorised Persons or Agents, falsification of signatures of such persons or a stamp of the Client or of another person, unless the damage is caused by the Bank's breach of its obligations to act with due care and diligence. The Bank is not liable for damage if the breach of its obligation is caused by the Client's conduct or by the Client's failure to render sufficient assistance.

PART VII USE OF ELECTRONIC COMMUNICATION CHANNELS AND CLAIMS

Article 1 Client's Instructions

(1) The Bank shall receive Client's Instructions in person, by telephone or through Electronic Communication Channels (in particular, through emails and electronic banking systems operated by the Bank). Electronic Means of Identification and Personalised Security Features and other instruments and data shall be used during communication through Electronic Communication Channels between the Bank and the Client, as well as when giving Instructions by the Client and during their authorisation through Electronic Communication Channels.

(2) Unless provided otherwise in these GTC or Product Terms and Conditions or unless expressly agreed otherwise in the Product Agreement, Client's Instructions shall be in writing.

(3) The Bank is obliged to execute only such Instructions of the Client that are specific, clear, accurate, complete, submitted on a designated form or in a form agreed with the Client or executed in a manner agreed between the Client and the Bank in the relevant Product Agreement or delivered to the Bank through the agreed Electronic Communication Channels, and provided that such Instructions comply with the terms and conditions stipulated by the Product Agreement, GTC, Product Terms and Conditions, and/or applicable legal regulations related to the Client and the relevant Banking Service or Product.

(4) Unless agreed otherwise in the Product Terms and Conditions and/or with the Client, the Bank is not entitled to cancel or modify any Instructions delivered to it by the Client. Should the Bank, at request from the Client, approve a change or cancellation of any Instructions received, it may require compensation from the Client for any and all costs and expenditures incurred by the Bank in this respect.

Article 2 Due Care and Diligence in Using Electronic Communication Channels

If the Client, when giving Instructions, making another use of Banking Services, providing messages and/or giving other statements to the Bank, uses Electronic Communication Channels, it shall take appropriate precautions in order to avoid transmission errors and misuse. Special provisions in the Agreement on the Use of Electronic Data Transmission Services, GCMS PLUS Service Framework Agreement and/or other Product Agreements stipulating methods of communication, shall not be prejudiced thereby.

Article 3 Client's Notification of Failure to Receive Bank Communication

The Client shall notify the Bank without undue delay if it fails to receive regular communications from the Bank (such as account statements, confirmation of a credit transaction, time-deposit transaction, prompt currency conversion executed, forward currency conversion etc.) or other communications or mail correspondence that the Client normally expects to receive within the respective period of time taking into account the agreed form of delivery.

Article 4 Claims and Raising Objections

(1) The Client is obliged, without undue delay, to verify the relevant statements of the Bank as to their completeness and accuracy.

(2) Should the Client identify discrepancies in the settlement and/or other deficiencies, it is obliged to notify the Bank of such discrepancies or deficiencies and to require removal thereof without undue delay after it learns of such discrepancy or deficiency.

(3) If the Bank receives no written objections from the Client within a period of seven days within the meaning of paragraph (2) hereof, the above Bank statements and related Banking Services of the Bank shall be deemed approved, unless applicable legislation and/or these GTC and/or Product Terms and Conditions expressly set out otherwise.

PART VIII BANKING SERVICE FEES, REIMBURSEMENT OF EXPENSES AND INTEREST

Article 1 Fees for Banking Services and Products

(1) The Bank is entitled to demand payment or another consideration from the Client for its Banking Services and Products, mainly interest, fees and commissions the amount of which shall be determined by the Bank in the Tariff and/or in the Notification of Interest Rates, which shall be posted in the Bank's Place of Business and/or agreed in the relevant Product Agreement with the Client. The Client is obliged to pay the price or consideration determined as stated above to the Bank.

(2) The provisions in paragraph (1) of this Article shall also apply if the Bank expediently provides a Banking Service to the Client, including without its express Instruction, if required by the emergency nature of the situation.

Article 2 Changes of Fees

The Bank is entitled to unilaterally change fees or other consideration for the Banking Services provided (such as payment execution fees, account keeping fees, etc.) by taking into account all relevant circumstances (in particular, changes in the general statutory conditions, changes in the money market or capital market, refinancing changes, changes in staff expenses and operating expenditure, or in the Consumer Price Index, etc.) at its reasonable discretion.

Article 3 Reimbursement of Expenses

(1) The Client is obliged to reimburse the Bank for any and all expenses incurred by the Bank during the provision of Banking Services and Products to the Client, in particular, for stamp duties and legal transaction charges, taxes, postage, cost of insurance, legal counsel, collection, telecommunication services, as well as for the provision, administration, use or release of collateral. If the Bank is forced to take specific actions vis-à-vis the Client when providing a Banking Service or Product due to measures of third parties, it shall be entitled to require compensation of expenses related thereof from the Client.

(2) The Bank is entitled to charge expenses under paragraph (1) hereof to the Client as a lump-sum amount without specifying the individual items, unless the Client expressly demands a break-down of individual amounts.

Article 4 Interest

If interest rates and the interest terms and conditions are not expressly stipulated in the relevant Product Agreement with the Client, they shall be governed by the currently applicable Notification of Interest Rates of the Bank, and the Client by entering into the relevant Product Agreement approves that the Bank may unilaterally, depending on circumstances, modify the interest rates specified in the Notification of Interest Rates.

PART IX RULES FOR COLLATERAL, SETTLEMENT, SET-OFF, ASSIGNMENT AND TAX LIABILITIES

Article 1 Collateral

(1) The Bank is entitled to require from the Client the provision of an appropriate collateral for all the claims arising from the legal relationship with the Client, including conditional claims, limited as to time and/or not yet due.

(2) If circumstances that justify an increased risk assessment of return on receivables of the Bank from the Client occur or subsequently become known, the Bank shall be entitled to require the provision or increase of collateral within a reasonable period of time. This shall, in particular, apply if the economic situation of the Client has deteriorated or threatens to deteriorate or if the collateral available has deteriorated in value or threatens to deteriorate.

(3) The provisions of paragraph (2) shall also apply if no collateral was required at the time when the Bank's claims came into existence.

(4) If the Client fails to perform any of its due obligations vis-à-vis the Bank in a due and timely manner, the Bank shall be entitled to enforce the performance of these obligations by using the collateral in accordance with applicable legislation.

Article 2 Retention Right

Unless agreed otherwise in writing between the Client and the Bank, the Bank may at any time avail itself of the retention right to any movable assets (including securities) held on behalf of the Client.

Article 3 Rules for Settlement, Set-Off and Assignment

(1) To the extent that the Client is obligated to effect, in connection with Banking Services, Products and/or any Product Agreements or arrangements entered into by and between the Client and the Bank, any payment in favour of the Bank and the Client fails to execute such payment in a due and timely manner, the Bank may debit such payment from any account of the Client and use the funds kept in such account for the payment of any of its due receivables from the Client. The Bank shall notify the Client of such measure.

(2) The Client acknowledges the right of the Bank to unilaterally set-off any due financial claims of the Bank vis-à-vis the Client (including loan debts owed by the Client to the Bank, if any) against any financial claims of the Client vis-à-vis the Bank regardless of the currency of such claim or legal relationship arising therefrom. The Bank is entitled to unilaterally set-off its claims also against such claims of the Client that are not yet due, cannot be affected by enforcement of a judgment, the satisfaction thereof cannot be sought in court or that are time-barred. The Bank is entitled, for the purposes of set-off, to carry out conversion of one currency into another while applying the applicable exchange rate announced by the Bank. The Bank shall notify the Client of the set-off carried out.

(3) The Bank is entitled to assign or pledge any of its claims vis-à-vis the Client to third persons and/or assign some of its rights arising from the relevant Product Agreement at any time to another person. The Bank is entitled to assign any of its Product Agreements as a whole only with the prior consent of the Client. Should the Client refuse to give such consent to assign a Product Agreement, the Bank shall be entitled to terminate such Product Agreement.

(4) The Client is not entitled to unilaterally set-off its claims vis-à-vis the Bank against the Bank's claims vis-à-vis the Client.

(5) The Client is not entitled, without prior written consent of the Bank, to unilaterally assign or pledge its claims and/or liabilities vis-à-vis the Bank arising from any Product Agreements and/or any Product Agreement as a whole to third parties.

Article 7 Tax Gross-Up and Deductions

(1) Any payments to be effected in favour of the Bank in connection with any Banking Service or Product shall be made free and clear of any tax and other liabilities and shall not be subject to any deductions or withholdings for or on account of tax or other liabilities, except for such cases when the Client is required by law (including any international treaties on the avoidance of double taxation) to make such payment subject to the tax deduction or withholding. In the event of statutory tax deduction or withholding, the sum payable by the Client shall be increased to the extent necessary to ensure that after the statutory tax deduction or withholding is made the Bank receives a net sum equal to the agreed value, eliminating the tax withholding effects.

(2) The Bank makes deductions (withholdings or tax payment) for or on account of appropriate taxes in accordance with applicable laws and regulations that are in effect in the Czech Republic, unless an applicable international treaty for the avoidance of double taxation provides otherwise, and the Client shall also submit proof to the Bank of its tax domicile specified in such treaty, which shall include particulars stipulated in the applicable legal regulations and/or applicable international treaty. The Bank is entitled to require submission of all documents needed or required in relation to the withholding tax administration.

PART X

BANKING SECRECY AND PERSONAL DATA PROCESSING AND PROTECTION

Article 1 Banking Secrecy Protection

The Bank shall maintain all the facts that are subject to banking secrecy confidential in compliance with legislation. The Bank shall maintain such information confidential also after the termination of the contractual relationship with the Client. The Bank shall provide information that is subject to banking secrecy only to authorised persons and institutions in accordance with legislation and as specified in contractual arrangements with the Client.

Article 2 Rules for the Personal Data Processing and Protection

Detailed rules for the personal data processing and protection are to be found in the Bank document titled "Personal Data Processing and Protection Rules", which shall be provided by the Bank to the Client together with the GTC.

PART XI TIME AND PLACE OF PERFORMANCE; GOVERNING LAW; LEGAL VENUE

Article 1 Business Hours and Bank Business Days

The Bank shall provide its Banking Services during Business Hours, i.e. every Bank Business Day from 9 AM to 5 PM. The Bank is entitled to decide that some days shall not be considered Bank Business Days or that some other days shall be considered Bank Business Days.

Article 2 Place of Performance

The place of performance for all the parties to any Product Agreement is the Place of Business of the Bank.

Article 3 Governing Law

In the case of disputes, legal relations between the Client and the Bank arising from these GTC, Product Terms and Conditions or individual Product Agreements shall be governed by the law of the Czech Republic, unless the relevant Product Agreement and/or Product Terms and Conditions expressly stipulate otherwise.

Article 4 Legal Venue

Legal actions of the Client against the Bank, if any, may only be filed before the court having subject-matter jurisdiction and local jurisdiction whereas local jurisdiction shall be governed exclusively by the Place of Business of the Bank, unless expressly provided otherwise in the relevant Product Agreement and/or Product Terms and Conditions. The same jurisdiction shall also apply in the case of legal actions filed by the Bank against the Client. However, this provision shall not prejudice the right of the Bank to exercise its rights before any court having local jurisdiction and jurisdiction over the subject-matter.

PART XII DELIVERY OF CONSIGNMENTS

Article 1 Detailed Rules for Deliveries to the Client

(1) The Bank shall deliver Consignments to the Client to the delivery address:

- a) expressly specified by the Client for the purposes of delivery in the relevant Product Agreement, or
- b) expressly communicated in advance in writing by the Client to the Bank for the purposes of delivery.

Should the Client fail to notify a change of its delivery address to the Bank, the Bank's Consignments shall be deemed delivered to the Client, if sent to the last address expressly communicated by the Client to the Bank as specified in letter a) or b) hereof, even if the address is not updated.

In any other cases the Bank shall deliver Consignments to the Client to the delivery address of its office registered in the commercial or another public register.

(2) The Bank may deliver Consignments to the Client to its delivery address within the meaning of paragraph (1) hereof in person, by mail or courier service. Save to the extent expressly provided or agreed, the Bank is entitled to decide which other written Consignments shall be delivered to the Client's own hands.

(3) Consignments to be delivered to the Client's own hands to the delivery address specified within the meaning of paragraph (1) of this Article are deemed delivered upon acceptance thereof. If the acceptance of a Consignment is refused or if a Consignment is returned as undeliverable the day of delivery is deemed to be the day when the Consignment is returned to the Bank even if the Client was not aware of the depositing of the Consignment.

In other cases, unless the opposite is demonstrated, the following Consignments are deemed to be delivered:

- a) Consignments delivered with the help of a postal service operator within the Czech Republic on the third business day after they have been dispatched;
- b) Consignments delivered with the help of a postal service operator outside the Czech Republic on the eighth business day after they have been dispatched abroad,

regardless of whether or not the Client has accepted the Consignment. However, this shall not apply if the Bank learns of the Consignment delivery before the lapse of this time.

(4) Other Consignments that are not to be delivered to the Client's own hands and are delivered to the delivery address specified within the meaning of paragraph (1) hereof, shall be deemed delivered on the 5th business day after their dispatch in the territory of the Czech Republic and on the 8th business day after their dispatch abroad regardless of whether or not the Client has accepted the Consignment. However, this shall not apply if the Bank learns of the Consignment delivery before the lapse of this time.

(5) The Bank is entitled to charge fees to the Client for the delivery of Consignments in accordance with the Bank Tariff.

(6) If a Consignment is repeatedly (i.e. at least twice) returned as undeliverable, the Client agrees that the Bank shall be entitled to unilaterally change the method of delivery for all the other written Consignments to be collected personally in the Bank's Place of Business within the meaning of paragraph (7) hereof.

(7) The Client may agree with the Bank that the Consignments to be delivered to the Client shall be handed over in such manner that the Client collects them in the Bank's Place of Business. In such event Consignments shall be deemed delivered upon their depositing in the Place of Business, unless agreed otherwise. If such Consignments are not collected for more than 6 months the Bank shall be entitled to dispose thereof.

(8) Should the Bank and the Client so agree, the Bank may also deliver Consignments through electronic mail or databox. Consignments sent through electronic mail are deemed delivered upon notice of their acceptance by the recipient server, unless stipulated otherwise for the relevant Banking Service or Product (in particular, in the relevant Product Terms and Conditions). Consignments sent through a databox shall be deemed delivered on the day of logging in the databox, however, no later than on the 10th day from the delivery to the databox.

Article 2 Deliveries to the Bank

The Client is obliged to make deliveries to the Bank to its Place of Business, unless the Bank notifies it of another delivery address or unless another method of deliveries to the Bank is agreed with the Client in the relevant Product Agreement.

PART XIII DEFINITION OF TERMS AND INTERPRETATION RULES

Article 1 Definition of Terms

In these GTC, the following capitalised terms shall have the following meaning:

Agent is a natural or legal person with whom the Client agrees to act on its behalf, and for the purposes thereof the Client issues a power of attorney showing the authorisation to represent the Client in dealings with the Bank to the extent as specified in such power of attorney or, who acts on behalf of the Client under a legal regulation or court decision.

Authorised Person means a person who has been authorised by the Client to dispose of the Client's funds in the account and listed on the Specimen Signature form of the Client and/or a person that has been granted electronic signature authorisation by the Bank at request from the Client;

Authorised Representative is an authorised representative (statutory body) of a legal person and/or members of an authorised representative (statutory body) of a legal person competent to represent the legal person within the meaning of Section 164 of the Civil Code;

Act on Business Corporations means Act No. 90/2012 Coll., on Business Corporations and Cooperatives (Act on Business Corporations);

Act on Banks means Act No. 21/1992 Coll., on Banks, as amended;

Bank – means MUFG Bank (Europe) N.V. (before 30 April 2016 operating under the corporate name of Bank of Tokyo-Mitsubishi UFJ (Holland) N.V.), a company established and duly organised under the laws of the Netherlands, with its current registered office at Strawinskylaan 565 D, 1077XX Amsterdam, Netherlands, registered in the Trade Register maintained by the Chamber of Commerce and Industry in Amsterdam, under File No. 33132501, which operates in the Czech Republic through its branch MUFG Bank (Europe) N.V. Prague Branch (before 30 April 2016 operating under the name of Bank of Tokyo-Mitsubishi UFJ (Holland) N.V., Prague Branch, organizační složka) with its current registered office in Prague 5, Klicperova 3208/12, Postcode: 15000, Company Registration Number: 27427901, registered in the Commercial Register maintained by the Municipal Court in Prague, under File No. A53641; contact email address: **MUFG-PRAGUE@cz.mufg.jp**

Banking Services and Products mean any bank trading, services, banking transactions and products provided by the Bank based on a banking licence of the Bank;

Bank Business Day means a day on which the Bank and other banks in the Czech Republic are generally open for business and interbank transactions are settled in the Czech Republic and when payment service providers that take part in a payment transaction perform business activity needed for the execution of payment transactions. With respect to dates of payments in other currencies than Czech crowns, a Business Day shall mean any day on which banks are generally open for business and foreign exchange transactions are settled in the Czech Republic and in the principal financial center in respect of the currency in which such sums payable are executed. For the purposes thereof, the term "principal financial center" shall mean the marketplace on which interest rates are primarily listed for, and transactions primarily settled in such currency.

Based on the above, a Bank Business Day means any day on which the Bank performs its business activity needed for the execution of payments, with the following exceptions:

- Saturdays and Sundays,
- any statutory holidays, including if they fall on business days
- business days on which the Bank is closed for special reasons provided that the notice thereof is posted (in advance, if objectively possible) on the Bank's entrance.

Beneficial Owner is a natural person having decisive control over the management or operation of the trader, or being disposing of more than 25% of voting rights of the trader or acting in conformity with other natural persons that dispose of more than 25% of voting rights of the trader or who is a beneficiary of proceeds of the trader or another person having the characteristic properties of a beneficial owner within the meaning of Act on Selected Measures against Legalisation of Criminal Proceeds and Terrorist Financing;

Client is any legal person using Banking Services provided by the Bank and/or that has entered into a Product Agreement with the Bank and/or a legal person requiring Banking Services or Products;

Civil Code means Act No. 89/2012 Coll., Civil Code;

Consignment means any legal act of the Bank made in writing, any report of the Bank (including settlement reports), any Bank notification and/or other documents and correspondence between the Bank and the Client related to the provision of Banking Services and Products;

Contractual Documents mean the GTC, Product Terms and Conditions, Notification of Terms, Tariff and Notification of Interest Rates;

Electronic Means of Identification mean any type of means for the creation of electronic signature or for the verification of the originator of the Client's Instruction specified in more detail in the Product Terms and Conditions;

Electronic Communication Channel is an agreed method of communication between the Bank and the Client the rules of which are governed by the relevant Product Agreement and/or Product Terms and Conditions.

Identified Person means an Authorised Representative and/or Authorised Person and/or Agent and/or Beneficial Owner;

Instruction means any acts of the Client in relation to the Bank, associated with the provision of Banking Services and Products;

GTC mean these General Terms and Conditions;

Notification of Terms means Notification of Terms related to payments issued by the Bank;

Payments Act means Act No. 284/2009 Coll., on Payments, as amended;

Place of Business of the Bank is the registered office of MUFG Bank (Europe) N.V. Prague Branch, in the Czech Republic in Prague 5, Klicperova 3208/12, Postcode 150 00;

Person with a Special Relation to the Bank means a person specified under Section 19 of Act on Banks;

Personalised Security Features mean, in particular, passwords, codes, digits, combination of digits, letters and/or symbols, Specimen Signatures, PINs, certificates or other data and data files, the use of which may restrict or prevent an illegal, unauthorised or fraudulent use of Electronic Means of Identification, Means of Payment or execution of an illegal, unauthorised or fraudulent Instruction of the Client;

Product Terms and Conditions mean business terms and conditions of the Bank for its Banking Service and/or Product including those still designated as Special Product Terms and Conditions, as well as those that will come into force and effect in the future;

Product Agreement means any agreement on the provision of Banking Services and/or Products entered into by and between the Client and the Bank regardless of the date of execution thereof;

Personal Data Protection Act means Act No. 101/2000 Coll., on Personal Data Protection and on Amendments of Some Acts, as amended;

Tariff means the Tariff of Fees and Other Charges for Banking Services, which includes a list of all fees, other charges and other payments for Banking Services, Products, activities and actions related to Banking Services and Products;

Article 2 Interpretation Rules

Unless follows otherwise from the context, the following rules shall apply when interpreting these General Terms and Conditions, Product Terms and Conditions and the Product Agreement:

(1) References to:

“**immediately**” or “**without undue delay**” mean as soon as practicable but in any event no later than 3 days following the occurrence of the relevant triggering event, unless mandatory provisions of legislation or the Product Agreement or Product Terms and Conditions or these GTC expressly stipulate otherwise;

“**website of the Bank**” means references to www.nl.bk.mufg.jp and/or other website the Bank uses or will use with respect to the provision of Banking Services and Products.

(2) Any and all headings used in these GTC are intended only for synoptic purposes and have no relevance in the interpretation of these GTC.

(3) Unless it follows otherwise from the context, singular means plural and vice versa and the words importing one gender include all other genders.

PART XIV TEMPORARY AND FINAL PROVISIONS

(1) These General Terms and Conditions shall replace and supersede the General Terms and Conditions in force and effect from 1 January 2014.

(2) With respect to Clients who entered into a Product Agreement with the Bank before 1 January 2014, the rights and obligations shall be construed under the temporary provisions of the Civil Code, unless the Bank and the Client expressly agree otherwise in the Product Agreement or an amendment thereto.

(3) With respect to documents, including Product Agreements, entered into by and between the Client and the Bank before 1 November 2009 and executed only in the English language it applies that in the case of legal disputes an official certified translation into the Czech language shall be made at the expense of the Client and such translation shall prevail.

(3) If any article of the Product Agreement, Product Terms and Conditions, General Terms and Conditions, Notification or Tariff becomes invalid or ineffective, full severability thereof from other articles of the relevant instrument shall apply, and therefore the remaining articles of the Product Agreement, Product Terms and Conditions, General Terms and Conditions, Notification or Tariff shall remain in full force and effect.

(4) These General Terms and Conditions shall come into force and effect on 1 November 2016.