

# Smlouva o spotřebitelském úvěru

## Consumer Loan Agreement

Číslo smlouvy  
/ agreement  
number

<b>jméno a příjmení / name and surname</b>	<b>jméno a příjmení/obchodní firma / name and surname/company</b>	<b>Raiffeisen – Leasing, s.r.o.</b>
trvalý pobyt / permanent address ulice čp/če, PSČ obec	sídlo/trvalý pobyt / registered office at /permanent address ... ulice čp/če, PSČ obec	sídlo / registered office at Hvězdova 1716/2b, 140 00 Praha 4
RČ / datum narození / BN / date of birth ...	IČO / RČ / ID No. / BN ... DIČ / VATIN ...	IČO / ID No. 61467863 DIČ / VATIN CZ61467863
adresa pro doručování / delivery address ulice čp/če, PSČ obec	podnikatelské oprávnění / business license ...	zapsaná v obchodním rejstříku vedeném Městským soudem v Praze, oddíl C, vložka 29553 / Registered in the Commercial administrated by the Municipal Court in Prague, section C, insert 29553
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telefonní číslo / phone number ...		telefonní číslo / phone number +420 221 511 609, +420 221 511 611
příjemce financování - úvěrováný dále jen „Příjemce“ the financing recipient - borrower, hereinafter referred to as the “Recipient”	dodavatel předmětu financování dále jen „Dodavatel“ supplier of the subject of financing, hereinafter referred to as the “Supplier”	poskytovatel financování - úvěrující dále jen „Poskytovatel“ the financing provider - lender, hereinafter referred to as the “Provider”

Příjemce coby úvěrováný a Poskytovatel coby úvěrující uzavírají tuto smlouvu o spotřebitelském úvěru (vázaném), jejíž uzavření bylo zprostředkováno:

The Recipient as the borrower and the Provider as the lender conclude this Consumer Loan Agreement (tied) the conclusion of which was mediated by:

jméno a příjmení/obchodní firma / name and surname/company, sídlo / registered offices, IČO/ID No, adresa pro doručování/ delivery address, telefonní číslo / phone number:

### I. Předmět smlouvy / Subject of the Agreement

Poskytovatel se zavazuje, že na požádání Příjemce poskytne v jeho prospěch peněžní prostředky (dále jen „Úvěr“), a to pouze za účelem pořízení níže uvedeného Předmětu financování od Dodavatele. Příjemce se zavazuje Úvěr vrátit a zaplatit úroky.

The Provider undertakes to provide the Recipient with funding (hereinafter referred to as the “Loan”) at the Recipient’s request, solely for the purpose of acquiring the Subject of Financing described below from the Supplier. The Recipient undertakes to repay the Loan and to pay the interest.

Přílohou a obsahově nedílnou součástí této smlouvy jsou (i) Všeobecné podmínky vázaného spotřebitelského úvěru upravující veškerá další práva a povinnosti smluvních stran (VPSÚ) a (ii) splátkový kalendář stanovící výši a splatnost veškerých splátek Úvěru.

The annexes and the integral parts of the content of this agreement are (i) General terms and conditions of a tied consumer loan governing all other rights and obligations of the parties (GTC) and (ii) Schedule of Instalments stating the amount and deadline of all Loan instalments.

### II. Parametry financování / Financing Parameters

Předmět financování Subject of financing	...značka...model/typ...motor ...make...model/type...engine		
VIN	...VIN...	Celková kupní cena s DPH Total purchase price incl. VAT	...Kč
Celková výše Úvěru Total Loan amount	... Kč	Celková splatná částka <sup>o</sup> Total amount due <sup>o</sup>	... Kč
Počet splátek Úvěru Number of Loan instalments	...	RPSN ACPR	... %
Četnost splátek Úvěru Loan instalment frequency	měsíční / čtvrtletní monthly / quarterly	Zápůjční úroková sazba (pevná)	... % p.a.

<sup>o</sup> celková částka splatná spotřebitelem (viz §3 odst.2 písm. e) zákona o spotřebitelském úvěru)  
total amount payable by the consumer (see Section3(2)(e) of the Act on Consumer Credit)

<sup>o</sup> 1/365 součinu Celkové výše Úvěru a Zápůjční úrokové sazby (viz § 118 odst. 4 a § 106 odst. 1 písm. o) zákona o spotřebitelském úvěru)  
1/365 times the Total Loan Amount and Loan Interest Rate (see Section 118(4) and Section 106(1)(o) of the Act on Consumer Credit)

		Lending interest rate (fixed)	
Doba trvání Úvěru Term of the Loan	...	Částka úroku splatná za den <sup>®</sup> Amount of interest payable by day <sup>®</sup>	... Kč
Výše splátky Úvěru Amount of Loan instalment	... Kč bez pojištění / without insurance ... Kč vč. pojištění / inc. insurance	Lhůta pro čerpání Úvěru Term of the Loan	datum první splátky date of the first instalment
Druh spotřebitelského úvěru Type of Consumer Loan	vázaný úvěr dle § 2395 a násl. zákona č. 89/2012 Sb., občanský zákoník, ve znění pozdějších předpisů – dále také jen „OZ“, a zákona č. 257/2016 Sb., o spotřebitelském úvěru, oba ve znění pozdějších předpisů fixed loan according to Section 2395 et seq. Act no. 89/2012 Coll., Civil Code, as amended - hereinafter referred to as the “CC”, and Act no. 257/2016 Coll., on Consumer Loan, both as amended		
Zpracovatelský poplatek Processing fee	... Kč / nesjednává se/not stipulated		
Pojištění Insurance	havarijní – sjednává .../nemusí být sjednáno collision damage waiver – arranged by ... / does not have to be arranged pojištění odpovědnosti za škodu způsobenou provozem vozidla –sjednává Poskytovatel/Příjemce liability insurance for damage caused by vehicle operation –arranged by Provider/Recipient ...další pojištění... ...other insurance		

Výše a splatnost jednotlivých splátek Úvěru je uvedena ve splátkovém kalendáři.

The amount and deadlines of individual Loan instalments is stated in the Instalments Schedule.

### III. Zajištění / Reinsurance

Zajišťovací převod vlastnického práva k Předmětu financování s rozvazovací podmínkou  
další dotahované zajištění

Securing transfer of the ownership right to the Subject of Financing with a termination clause  
additional restricted security

### IV. Podmínky čerpání Úvěru / Conditions for Drawing the Loan

**IV.1.** Úvěr bude Příjemcem čerpán bez zbytečného odkladu po uzavření této smlouvy a za podmínek níže  
uvedených.

The Loan will be drawn by the Recipient without undue delay after the conclusion of this Agreement and under  
the conditions set out below.

**IV.2.** Podpisem této smlouvy Příjemce žádá o vyplacení Úvěru. Poskytovatel poskytne Příjemci Úvěr po splnění  
podmínek uvedených v této smlouvě a VPSÚ ve lhůtě pro čerpání Úvěru na bankovní účet Dodavatele  
zveřejněný správcem daně způsobem umožňujícím dálkový přístup, není-li dále v této smlouvě stanoveno jinak.  
By signing this Agreement, the Recipient requests payment of the Loan. The Provider shall provide the Recipient  
with the Loan after the fulfilment of the conditions specified in this Agreement and GTC within the Deadline for  
drawing the Loan to the Supplier's bank account published by the tax administrator in a manner allowing remote  
access, unless otherwise stipulated herein.

**IV.3.** Je-li dále v této smlouvě dohodnuto vyplacení Úvěru přímo na účet Příjemce, je Příjemce povinen částku  
Úvěru bez zbytečného prodlení, nejpozději však do 3 dnů od jejího připsání na účet Příjemce, přeposlat na účet  
Dodavatele k úhradě ceny Předmětu financování. Příjemce je zároveň povinen ve stejné lhůtě doložit  
Poskytovateli přeposlání částky Úvěru na příslušný účet Dodavatele. To neplatí v případě, že je Předmět  
financování v okamžiku uzavření této smlouvy již ve vlastnictví Příjemce (tzn. Dodavatelem je Příjemce).

If, furthermore, it is agreed in this Agreement that the Loan be paid directly to the Recipient's account, the  
Recipient is obliged to forward the amount of the Loan to the account of the Supplier without undue delay, but  
no later than 3 days after the date it is credited to the Recipient's account to pay the price of the subject of  
financing. At the same time, the Recipient is obliged to prove to the Provider that the amount of the Loan has  
been forwarded to the Supplier's relevant account by the same deadline. This shall not apply if the Subject of  
financing is already owned by the Recipient at the time of the conclusion of this Agreement (i.e. the Recipient  
is the Supplier).

**IV.4.** Poskytovatel není povinen poskytnout Příjemci Úvěr ani jeho část předtím, než (i) Poskytovateli bude řádně  
a včas doložen předávací protokol ve smyslu VPSÚ, případně (v případech, kdy se takový předávací protokol  
dle této smlouvy nevyžaduje) Poskytovateli Příjemcem písemně sdělen den, kdy k převzetí Předmětu financování  
Příjemcem od Dodavatele skutečně došlo, a (ii) Poskytovateli bude řádně a včas prokázána úhrada části kupní  
ceny Předmětu financování, k jejíž úhradě byl povinen Příjemce (především daňovým dokladem, výpisem  
z bankovního účtu, příjmovým dokladem potvrzeným dodavatelem, potvrzením o vkladu na bankovní účet,  
prohlášením dodavatele apod); doklad o úhradě části kupní ceny, k jejíž úhradě byl povinen Příjemce musí  
obsahovat dostatečnou specifikaci Předmětu financování a případně rovněž jednoznačný identifikátor pro  
platbu (dovoluje-li to povaha dokladu), a (iii) zajištění pohledávek Poskytovatele (včetně pohledávek, které  
vzniknou či mohou vzniknout v budoucnu) za Příjemcem bude platné a účinné.

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total amount payable by the consumer (see Section3(2)(e) of the Act on Consumer Credit)

<sup>®</sup> 1/365 součinu Celkové výše Úvěru a Zápůjční úrokové sazby (viz §118 odst. 4 a § 106 odst. 1 písm. o) zákona o spotřebitelském úvěru)  
1/365 times the Total Loan Amount and Loan Interest Rate (see Section118(4) and Section 106(1)(o) of the Act on Consumer Credit)

The Provider is not obliged to provide the Loan or any part thereof to the Recipient before (i) a transfer protocol within the meaning of the GTC has been submitted to the Provider in a proper and timely manner, or (in cases where such transfer protocol is not required under this Agreement) the Recipient enters the day on which the handover of the Subject of financing by the Supplier to the Recipient actually occurred in a written statement to the Provider and (ii) the Provider is given proof of payment of the purchase price of the Subject of financing, which the Recipient was obliged to pay in a proper and timely manner (in particular a tax document, bank account statement, receipt document confirmed by the Supplier, confirmation of deposit into a bank account, declaration from the Supplier etc.); proof of payment of part of the purchase price, which the Recipient was obliged to pay must include sufficient specification of the Subject of financing and, if applicable, a unique identifier of payment (if the nature of the document permits) and (iii) assurance that the Provider's claim against the Recipient (including receivables that arise or may arise in the future) is valid and effective.

**IV.5.** Po dohodě smluvních stran se celková výše Úvěru považuje za vyčerpanou v plné výši dnem odepsání částky Úvěru z bankovního účtu Poskytovatele; není-li prokázáno, že uvedeným dnem je jiný den, považuje se za tento den pro účely této smlouvy den jejího uzavření.

Upon agreement of the Parties, the total amount of the Loan shall be deemed to be drawn in full on the day the amount of the Loan is debited from the Provider's bank account; unless it is proven that that day is another day, that day shall be deemed to have been the day of its conclusion for the purposes of this Agreement.

## **V. Práva a povinnosti smluvních stran / Rights and Obligations of the Parties**

**V.1.** Příjemce je oprávněn od této smlouvy písemně odstoupit bez uvedení důvodu ve lhůtě 14 dnů ode dne jejího uzavření. V případě, že tato smlouva neobsahuje informace podle § 106 až § 108 nebo § 109 odst. 1 zákona č. 257/2016 Sb., o spotřebitelském úvěru, lhůta pro odstoupení neskončí dříve, než 14 dnů poté, kdy Poskytovatel Příjemci chybějící informace poskytne. Odstoupení od této smlouvy je Příjemce povinen zaslat na adresu sídla Poskytovatele. Lhůta je považována za zachovanou, je-li odstoupení odesláno Poskytovateli v listinné podobě nebo na jiném trvalém nosiči dat nejpozději v poslední den lhůty. Došlo-li k odstoupení od této smlouvy dle předchozí věty, je Příjemce povinen nejpozději do 30 dnů ode dne odeslání odstoupení Poskytovateli zaplatit  
The Recipient is entitled to withdraw from this Agreement in writing without providing a reason within 14 days from the date of its conclusion. In the event that this Agreement does not contain information pursuant to Sections 106 to 108 or 109 (1) of Act no. 257/2016 Coll., on Consumer Credit, the deadline for withdrawal is 14 days after the Provider provides the Recipient with the missing information. The Recipient is obliged to send the withdrawal from this Agreement to the Provider's registered office. The deadline is considered to have been met if the withdrawal is sent in paper form or on another durable medium no later than on the last day of the deadline. In the event of a withdrawal from this Agreement pursuant to the previous sentence, no later than 30 days from the date of sending the withdrawal to the Provider, the Recipient shall pay the Provider

a) jistinu Úvěru resp. její dosud nesplacenou část,

the Principal of the Loan, or any outstanding part thereof,

b) úrok ve výši, na kterou by Poskytovateli vznikl nárok, pokud by k odstoupení nedošlo, a to za období ode dne, kdy byl Úvěr čerpán, do dne, kdy je jistina Úvěru splacena a dále  
interest in the amount to which the Provider would be entitled to if the withdrawal did not occur, for the period from the date on which the Loan was drawn up to the date when the principal of the Loan was repaid, and also

c) případné nevratné poplatky zaplacené Poskytovatelem orgánům veřejné správy nebo jiným osobám pověřeným výkonem veřejné správy.  
any non-refundable fees paid by the Provider to public authorities or other persons appointed to perform public administration.

Pokud Poskytovatel nebo třetí osoba na základě smlouvy mezi třetí osobou a Poskytovatelem poskytuje doplňkovou službu související s touto smlouvou (např. pojištění), okamžikem odstoupení od této smlouvy zaniká i smlouva o doplňkové službě. Poskytovatel se zavazuje bez zbytečného odkladu informovat třetí osobu o tom, kdy k odstoupení od smlouvy došlo.

If the Provider or a third party provides a supplementary service related to this agreement (e.g. insurance) under a agreement between a third party and the Provider, the agreement for additional services shall terminate at the moment of withdrawal from this Agreement. The Provider undertakes to inform the third party when the withdrawal occurred, without undue delay.

**V.2.** Příjemce je oprávněn Úvěr zcela nebo zčásti splatit kdykoliv po dobu trvání Úvěru. V takovém případě má Příjemce nárok na snížení celkových nákladů Úvěru o výši úroku a dalších nákladů, které by byl Příjemce povinen platit v případě, kdy by nedošlo k předčasnému splacení Úvěru.

The Recipient is entitled to repay the Loan in whole or in part at any time during the term of the Loan. In such a case, the Recipient shall be entitled to a reduction of the total cost of the Loan by the amount of interest and other costs that the Recipient would be obliged to pay in the absence of early repayment of the Loan.

**V.3.** V případě předčasného splacení Úvěru je Příjemce povinen Poskytovateli zaplatit veškeré své dluhy vůči Poskytovateli zejména

In the event of early repayment of the Loan, the Recipient shall repay the Provider all of his/her debts to the Provider, in particular

a) dlužné splátky Úvěru splatné do dne předčasného splacení a to včetně splátky Úvěru, jejíž splatnost připadla na tento den;

Loan instalments due by the day of early repayment, including the repayment of the Loan, whose deadline fell on this day;

b) dosud nesplacenou část jistiny Úvěru;  
the outstanding part of the principal of the Loan;

c) případné smluvní pokuty a další pohledávky Poskytovatele vzniklé na základě této smlouvy, to však jen za předpokladu, že na jejich zaplacení Poskytovateli vzniklo dle této smlouvy právo před předčasným splacením Úvěru;

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total amount payable by the consumer (see Section3(2)(e) of the Act on Consumer Credit)

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1/365 times the Total Loan Amount and Loan Interest Rate (see Section118(4) and Section 106(1)(o) of the Act on Consumer Credit)

any penalties and other receivables of the Provider arising under this Agreement, provided, however, that the right to pay the Provider under this Agreement arose prior to the early repayment of the Loan;

**d)** úroky z prodlení za prodlení úhradami splátek Úvěru, případně dalších plateb dle této smlouvy; interest for late payment of Loan instalments, or other payments under this Agreement;

**e)** náhradu účelně vynaložených nákladů, které Poskytovateli vzniknou v souvislosti s předčasným splacením, jejíž výše nesmí přesáhnout 1% z předčasně splacené části celkové výše Úvěru, přesahuje-li doba mezi předčasným splacením a sjednaným koncem Úvěru jeden rok, nebo 0,5% z předčasně splacené části celkové výše Úvěru, není-li doba mezi předčasným splacením a sjednaným koncem Úvěru delší než jeden rok; výše náhrady současně nesmí přesáhnout částku úroku, kterou by Příjemce zaplatil za dobu od předčasného splacení do skončení Úvěru.

reimbursement of reasonable expenses incurred by the Provider related to the early repayment, the amount of which may not exceed 1% of the early repayment part of the Loan total, if the time period between the early repayment and the agreed end of the Loan exceeds one year or 0.5% of the early repaid part of the Loan, if the time period between the early repayment and the agreed end of the Loan exceeds one year; at the same time, the amount of the compensation shall not exceed the amount of the interest that the Recipient would pay for the period from early repayment to the end of the Loan.

**V.4.** V případě částečného předčasného splacení Úvěru má Poskytovatel ve vztahu k předčasně splacené části Úvěru nárok na náhradu nákladů ve výši uvedené sub V.3.e) této smlouvy (ostatní nároky Poskytovatele dle sub V.3 této smlouvy tím nejsou dotčeny).

In the case of partial early repayment of the Loan, the Provider is entitled to the reimbursement of costs in the amount of sub-clause V.3.e) of this Agreement in relation to the part of the Loan paid early (this shall be without prejudice to the Provider's other claims under V.3 of this Agreement).

**V.5.** Poskytovatel je oprávněn Úvěr předčasně zesplatnit, a to ze stejných důvodů, pro které je oprávněn odstoupit od této smlouvy (tzn. z důvodů uvedených sub VII.2.4 této smlouvy). Je-li důvodem předčasného zesplatnění Úvěru prodlení Příjemce s placením plateb Úvěru, Poskytovatel Příjemce před tím, než se Úvěr stane splatným, vyzve k úhradě dlužných plateb Úvěru a poskytne Příjemci lhůtu k úhradě alespoň 30 dnů. Předčasným zesplatněním Úvěru tato smlouva nekončí. V případě předčasného zesplatnění Úvěru končí tato smlouva okamžikem, kdy bylo Příjemci Poskytovatelem doručeno konečné finanční vyúčtování, které Poskytovatel zpracuje zpravidla po zpeněžení Předmětu financování. Na vypořádání předčasně zesplatněného Úvěru se použijí obdobně ustanovení sub IX.3 VPSÚ.

The Provider is entitled to redeem the Loan prematurely for the same reasons for which it is entitled to withdraw from this Agreement (i.e. for the reasons set forth in VII.2.4 of this Agreement). If the reason for the early redemption of the Loan is a delay of the Recipient in paying the Loan instalments, the Provider shall request the Recipient pays of outstanding Loan instalments and provide the Recipient with a deadline of at least 30 days before the Loan becomes due. This Agreement does not terminate by the early redemption of the Loan. In the event of early redemption of the Loan, this Agreement shall terminate the moment the Recipient has received the final financial statement from the Provider, which the Provider usually prepares after the monetisation of the Subject of financing. The provisions of IX.3 GTC shall apply mutatis mutandis to the settlement of the early repaid Loan.

**V.6.** Příjemce je oprávněn na svou žádost obdržet kdykoliv během trvání této smlouvy bezplatně výpis z úvěrového účtu v podobě tabulky umoření.

The Recipient is entitled to receive a Loan statement in the form of a redemption table at any time during the term of this Agreement free of charge.

**V.7.** Příjemce má právo na mimosoudní řešení vzájemných sporů vzniklých v souvislosti s touto smlouvou, a to prostřednictvím finančního arbitra dle zákona č. 229/2002 Sb., o finančním arbitrovi, ve znění pozdějších předpisů ([www.finarbitr.cz](http://www.finarbitr.cz)).

The Recipient has the right to out-of-court settlement of mutual disputes arising in relation with this Agreement through the Financial Arbiter pursuant to Act no. 229/2002 Coll., on Financial Arbiter, as amended ([www.finarbitr.cz](http://www.finarbitr.cz)).

**V.8.** Dohled nad dodržováním povinností Poskytovatele při poskytování spotřebitelského úvěru vykonává Česká národní banka.

The Czech National Bank shall supervise compliance with the Provider's obligations in providing the Consumer Loan.

## **VI. Sankční ustanovení / Penalties**

**VI.1.** V případě prodlení Příjemce se zaplacením kterékoli platby Úvěru (zejména splátky Úvěru) má Poskytovatel nárok na smluvní pokutu ve výši 0,05% z dlužné částky za každý den prodlení. Poskytovatel má současně nárok na úrok z prodlení z dlužné částky ve výši stanovené právním předpisem upravujícím úroky z prodlení. Poskytovatel má dále právo na náhradu účelně vynaložených nákladů, které mu vznikly v souvislosti s prodlením Příjemce. Poskytovatel je při prodlení Příjemce dále oprávněn Úvěr předčasně zesplatnit dle sub V.5 této smlouvy nebo od této smlouvy odstoupit dle sub VII.2.3 této smlouvy. Sjednáním ani zaplacením smluvní pokuty není dotčeno právo Poskytovatele domáhat se náhrady škody vzniklé v důsledku nesplnění povinnosti stanovené touto smlouvou ze strany Příjemce ve výši přesahující smluvní pokutu, na níž Poskytovateli vznikl právní nárok.

In the event that the Recipient is in default with the payment of any Loan payment (especially Loan instalments), the Provider is entitled to a penalty of 0.05% of the outstanding amount for each day of delay. At the same time, the Provider is entitled to interest on the amount due in the amount stipulated by the legislation on late interest. The Provider is further entitled to redeem the Loan early in accordance with V.5 of this Agreement or to withdraw from this Agreement in accordance with VII.2.4 of this Agreement. The negotiation or payment of the penalty shall not affect the Provider's right to claim compensation for damages incurred as a result of the Recipient's failure to fulfil the obligation stipulated in this Agreement in an amount exceeding the penalty to which the Provider has a legal claim.

<sup>o</sup> celková částka splatná spotřebitelem (viz §3 odst.2 písm. e) zákona o spotřebitelském úvěru)

total amount payable by the consumer (see Section3(2)(e) of the Act on Consumer Credit)

<sup>o</sup> 1/365 součinu Celkové výše Úvěru a Zápůjční úrokové sazby (viz §118 odst. 4 a § 106 odst. 1 písm. o) zákona o spotřebitelském úvěru)

1/365 times the Total Loan Amount and Loan Interest Rate (see Section118(4) and Section 106(1)(o) of the Act on Consumer Credit)

**VI.2.** Nedoručí-li Příjemce řádně a včas Poskytovateli předávací protokol dle ustanovení sub III.1.5 VSPÚ a/nebo originály dokumentů vztahujících se k Předmětu financování dle sub III.1.7 VPSÚ je Příjemce povinen zaplatit Poskytovateli smluvní pokutu ve výši 100 Kč za každý započatý den prodlení se splněním povinnosti.

*If the Recipient fails to deliver the handover protocol to the Provider in accordance with the provisions of III.1.5 GTC and/or original documents related to the Subject of financing according to the III.1.7 GTC duly and on time, the Recipient shall pay the Provider a penalty of 100 CZK for each day of delay in fulfilling the obligation.*

**VI.3.** Neumožní-li Příjemce kontrolu či odebrání Předmětu financování dle ustanovení sub IV.2.2 a IV.2.3 VPSÚ je Příjemce povinen zaplatit Poskytovateli smluvní pokutu ve výši 100 Kč za každý započatý den prodlení se splněním povinnosti.

*If the Recipient does not allow control or removal of the Subject of financing according to the provisions of IV.2.2 and IV.2.3 GTC, the Recipient is obliged to pay the Provider a penalty of 100 CZK for each day, or part thereof, of delay in fulfilling the obligation.*

**VI.4.** Souhrn všech Poskyvatelem uplatněných smluvních pokut nepřesáhne součin čísla 0,5 a celkové výše Úvěru, nejvýše však 200 000 Kč.

*The sum of all penalties applied by the Provider shall not exceed the product of the number 0.5 and the total amount of the Loan, but no more than 200,000 CZK.*

**VI.5.** Neuhradí-li Příjemce své dluhy řádně a včas, je Poskyvatel oprávněn realizovat sjednané zajištění a dluh vůči Příjemci vymáhat právní cestou, přičemž Příjemce bude v takovém případě povinen hradit i náklady Poskyvatele na právní vymáhání (např. služby advokáta dle advokátního tarifu).

*If the Recipient fails to pay his/her debts duly and on time, the Provider is entitled to realise the agreed collateral and recover the debt of the Recipient by legal means, in which case the Recipient will also be obliged to pay the Provider's costs for legal enforcement (e.g. legal services based on the lawyer's tariff of charges).*

## **VII. Ukončení smlouvy / Termination of the Agreement**

**VII.1.** Tato smlouva je řádně ukončena uhrazením všech plateb Úvěru, zejména všech splátek Úvěru (jistiny a úroku) a všech dalších případných pohledávek Poskyvatele za Příjemcem vyplývajících z této smlouvy.

*This Agreement is duly terminated by the payment of all Loan payments, in particular all instalments of the Loan (principal and interest) and all other potential claims by the Provider against the Recipient arising from this Agreement.*

**VII.2.** Tato smlouva může být ukončena předčasně, a to některým ze způsobů uvedených dále.

*This Agreement may be terminated early in any of the following ways.*

**VII.2.1.** Tato smlouva předčasně končí okamžikem, kdy bylo Poskytovateli doručeno odstoupení Příjemce od této smlouvy v souladu s ustanovením sub V.1 této smlouvy.

*This Agreement terminates early at the moment when the Recipient's withdrawal is delivered to the Provider in accordance with the provision of V.1 of this Agreement.*

**VII.2.2.** Tato smlouva dále předčasně končí okamžikem úplného předčasného splacení Úvěru za podmínek dle sub V.2 a V.3 této smlouvy.

*Furthermore, this Agreement terminates early at the instance of early repayment of the Loan under the terms of V.2 and V.3 of this Agreement.*

**VII.2.3.** Tato smlouva dále předčasně končí okamžikem, kdy Příjemce odstoupí od dodavatelské smlouvy (jak vymezena v ustanovení sub II.3 VPSÚ – dále jen „dodavatelská smlouva“). O odstoupení od dodavatelské smlouvy je Příjemce povinen Poskyvatele bezodkladně informovat. V případě zániku Smlouvy z důvodu odstoupení od dodavatelské smlouvy bude Příjemce povinen uhradit Poskytovateli částky obdobně jako sub V.3 této smlouvy (viz výše), s tím, že za zánik Smlouvy v těchto případech nebude Příjemce nikterak sankcionován a náhrada nákladů jak uvedena sub V.3.e) Poskytovateli nenáleží.

*Furthermore, this Agreement terminates early in the instant the Recipient withdraws from the Supply Agreement (as defined in the Provisions of II.3 GTC – hereinafter referred to as the "Supply Agreement"). The Recipient is obliged to inform the Provider of the withdrawal from the Supply Agreement without delay. In the event of termination of the Agreement due to withdrawal from the Supply Agreement, the Recipient shall be obliged to reimburse the Provider for the amounts similar to V.3 of this Agreement (see above), provided that the Recipient shall not be penalised in any way for the termination of the Agreement in these way, and the Provider shall not be entitled to the reimbursement of costs as specified in V.3.e).*

**VII.2.4.** Tato smlouva dále předčasně končí okamžikem, kdy bylo Příjemci doručeno odstoupení Poskyvatele od této smlouvy, k němuž je Poskyvatel oprávněn přistoupit, jestliže:

*Furthermore, this Agreement shall terminate prematurely in the event the Recipient receives notice of the Provider's withdrawal from this Agreement, which the Provider is entitled to send if:*

**a)** je Příjemce v prodlení se zaplacením kterékoli platby Úvěru, zejména splátky Úvěru, úroků z prodlení nebo jejich části, a to přesto, že Poskyvatel vyzval Příjemce k úhradě těchto dlužných plateb Úvěru a poskytl mu lhůtu k jejich úhradě alespoň 30 dnů;

*the Recipient is in default of any Loan payment, in particular Loan instalments, interest in late payment or a part thereof, even though the Provider has called on the Recipient to pay these outstanding loan payments and has given him/her a payment deadline of at least 30 days;*

**b)** před poskytnutím Úvěru nebyly do data splatnosti Příjemcem uhrazeny sjednané a již splatné peněžité dluhy, zejména zpracovatelský poplatek nebo část kupní ceny Předmětu financování, k jejich úhradě byl Příjemce dle dodavatelské smlouvy povinen;

*prior to the granting of the Loan, the agreed and already payable pecuniary debts, in particular the processing fee or part of the purchase price of the Subject of financing, which the Recipient was obliged to pay under the Delivery Agreement, were not paid by the Recipient;*

**c)** je Příjemce v prodlení s dodáním jakéhokoli dokladu, který má povinnost doručit Poskytovateli dle této smlouvy či dle jiné smlouvy / dohody, uzavřené v souvislosti s touto smlouvou, déle než 10 dní;

*the Recipient has delayed the delivery of any document that he/she is obliged to deliver to the Provider pursuant to this Agreement or any other agreement / agreement, concluded in relation with this Agreement, for longer than 10 days;*

<sup>o</sup> celková částka splatná spotřebitelem (viz §3 odst.2 písm. e) zákona o spotřebitelském úvěru)  
*total amount payable by the consumer (see Section3(2)(e) of the Act on Consumer Credit)*

<sup>1</sup> 1/365 součinu Celkové výše Úvěru a Zápůjční úrokové sazby (viz §118 odst. 4 a § 106 odst. 1 písm. o) zákona o spotřebitelském úvěru)  
*1/365 times the Total Loan Amount and Loan Interest Rate (see Section118(4) and Section 106(1)(o) of the Act on Consumer Credit)*

- d)** Příjemce hrubým způsobem poruší jiné své povinnosti vyplývající mu z této smlouvy, přičemž tímto hrubým porušením se rozumí zejména:  
*the Recipient grossly violates his/her other obligations arising from this Agreement, which in particular means:*
- i.** Příjemce pomíjí odbornou péčí o Předmět financování nebo užívá Předmět financování v rozporu s účelem užívání stanoveným v této smlouvě nebo v rozporu s obvyklým účelem užívání či pokyny výrobce / Dodavatele, v důsledku čehož Poskytovateli vznikla škoda nebo mu hrozí vznik škody, popř. může dojít k předčasnému opotřebení či poškození Předmětu financování;  
*the Recipient fails to provide expert care for the Subject of financing or uses the Subject of financing contrary to the purpose of use set forth in this Agreement or contrary to its normal purpose of use or the Manufacturer's/Supplier's instructions, resulting in damage or potential damage to the Provider, or wear or damage of the Subject of financing;*
  - ii.** Příjemce neumožní Poskytovateli provést kontrolu stavu a umístění Předmětu financování dle ustanovení sub IV.2.2 VPSÚ;  
*the Recipient does not allow the Provider to check the condition and location of the Subject of financing in accordance with the provisions of IV.2.2 GTC;*
  - iii.** Příjemce nehradí řádně a včas pojistné nebo nedodrжуje pojistné podmínky stanovené pojistnou smlouvou anebo není Předmět financování pojištěn v souladu s touto smlouvou;  
*the Recipient fails to pay the insurance premium in a due and timely manner, or fails to comply with the insurance conditions set out in the insurance agreement or the Subject of financing is not insured in accordance with this Agreement;*
  - iv.** Příjemce nedoloží Poskytovateli přeposlání částky Úvěru na příslušný účet Dodavatele dle sub IV.3 této smlouvy;  
*the Recipient fails to provide the Provider will proof that the amount of the Loan has been forwarded to the Supplier's relevant account pursuant to IV.3 of this Agreement;*
  - v.** Příjemce opakovaně porušuje povinnosti vyplývající z této smlouvy;  
*the Recipient repeatedly violates the obligations arising from this Agreement;*
- e)** Příjemce nepřevzme v souladu s touto smlouvou a VPSÚ Předmět financování od Dodavatele;  
*the Recipient does not accept the Subject of financing from the Supplier in accordance with this Agreement and the GTC;*
- f)** dojde k trvalému vyřazení Předmětu financování z provozu v důsledku odcizení nebo zničení Předmětu financování;  
*the Subject of financing is permanently decommissioned due to theft or destruction of the Subject of financing;*
- g)** bylo vůči Příjemci zahájeno insolvenční a/nebo exekuční řízení;  
*insolvency and / or distraint proceeding has been initiated against the Recipient;*
- h)** dojde k takové změně majetkových poměrů Příjemce, eventuálně k jiným skutečnostem na straně Příjemce, které prokazatelně ohrožují splnění této smlouvy ze strany Příjemce;  
*a change occurs relating to the Recipient's property situation, or other facts arise on the Recipient's side that demonstrably threaten the fulfilment of this Agreement by the Recipient;*
- i)** dojde k podstatnému znehodnocení zajištění dluhů Příjemce vůči Poskytovateli vyplývajících z této smlouvy nebo zajištění těchto pohledávek se stane nedostatečným a Příjemce bez zbytečného odkladu neposkytne jiné, pro Poskytovatele akceptovatelné zajištění;  
*the collateral of the Recipient's debt to the Provider arising from this Agreement will be substantially impaired or the collateral of these receivables will become insufficient and the Recipient will not provide any other collateral acceptable to the Provider without undue delay;*
- j)** je Příjemce v prodlení se zaplacením svého peněžitého dluhu z jiné smlouvy uzavřené mezi ním a Poskytovatelem, a to přesto, že Poskytovatel vyzval Příjemce k úhradě těchto dluhů a poskytl mu lhůtu k jejich úhradě alespoň 30 dnů;  
*the Recipient is delayed in the payment of his/her pecuniary debt under another Agreement concluded between him/her and the Provider, even though the Provider has requested the Recipient to settle these debts and given him/her a payment deadline of at least 30 days;*
- k)** po uzavření této smlouvy vyjde najevo, že Příjemce uvedl při uzavírání této smlouvy či v souvislosti s ní nesprávné, nepravdivé, neúplné či zavádějící údaje, včetně údajů o vlastních majetkových poměrech / hospodaření, a/nebo zamlčel údaje či okolnosti, za kterých by Poskytovatel tuto smlouvu neuzavřel, kdyby mu tyto údaje či okolnosti byly známy.  
*upon the conclusion of this Agreement, it will become apparent that the Recipient provided incorrect, false, incomplete or misleading information when concluding or in relation to this Agreement, including information about their financial situation / management, and / or concealed data or circumstances under which the Provider would not enter into a Agreement if such information or circumstances were known to them.*
- VII.2.5.** Tato smlouva dále předčasně končí uplynutím lhůty jednoho platebního období ode dne, kdy se Poskytovatel prokazatelně písemně dozví o úmrtí Příjemce, pokud v této lhůtě Poskytovatel neobdrží prokazatelně projev vůle dědice nebo jeho oprávněného zástupce pokračovat v této smlouvě. V případě ukončení této smlouvy z důvodu úmrtí Příjemce vyhotoví Poskytovatel finanční vyúčtování v souladu s touto smlouvou a VPSÚ (a to dle pravidel stanovených pro případ, že dojde k odstoupení Poskytovatele od této smlouvy) a své případné pohledávky přihlásí k dědickému nebo jinému řízení.

## VIII. Ostatní ustanovení / Other Provisions

.../Nesjednává se.

.../Not negotiated.

<sup>o</sup> celková částka splatná spotřebitelem (viz §3 odst.2 písm. e) zákona o spotřebitelském úvěru)  
*total amount payable by the consumer (see Section3(2)(e) of the Act on Consumer Credit)*

<sup>o</sup> 1/365 součinu Celkové výše Úvěru a Zápůjční úrokové sazby (viz §118 odst. 4 a § 106 odst. 1 písm. o) zákona o spotřebitelském úvěru)  
*1/365 times the Total Loan Amount and Loan Interest Rate (see Section118(4) and Section 106(1)(o) of the Act on Consumer Credit)*

**IX. Závěrečná ustanovení / Final Provisions**

**IX.1.** Tato smlouva nabývá platnosti a účinnosti dnem jejího podpisu poslední ze smluvních stran. Změny této smlouvy lze provádět pouze na základě dohody smluvních stran. Dohoda o změně této smlouvy musí mít písemnou formu, jinak je neplatná; to neplatí, dojde-li ke změně této smlouvy na základě události nebo jednostranného právního úkonu v této smlouvě předpokládaných. V tomto případě Poskytovatel Příjemce o změně smlouvy písemně vyrozumí, a to v přiměřené lhůtě. Tato smlouva byla vyhotovena ve **dvou stejnopisech** s platností originálu, z nichž po jednom obdrží každá ze smluvních stran. Rozhodující je české znění této smlouvy, Všeobecných podmínek vázaného spotřebitelského úvěru, splátkového kalendáře a dalších souvisejících dokumentů. Na důkaz toho, že se smluvní strany s touto smlouvou před jejím podpisem seznámily, že s ní souhlasí a že byla uzavřena z jejich pravé a svobodné vůle, připojují svůj podpis.

*This Agreement shall enter into force and effect on the date of its signature by the last Party. Amendments to this Agreement can only be made by agreement between the Parties. The Agreement on the amendment of this Agreement must be in writing, otherwise it is invalid; this shall not apply if this Agreement is amended on the basis of an event or unilateral legal act envisaged in this Agreement. In this case, the Provider shall notify the Recipient of the amendment of the Agreement in writing within a reasonable time. This Agreement is executed in **two counterparts**, each of which is valid as an original, one of which will be received by each Party. The Czech version of this agreement, the General terms and conditions of a tied consumer loan, the Schedule of Instalments and other related documents shall prevail. By signing this agreement, the parties confirm that they have read and understood it, agree with its content and that this agreement is an expression of their true and free will.*

Místo / Place	místo podpisu smlouvy / place of signature	Místo / Place	místo podpisu smlouvy / place of signature
Datum / Date	datum podpisu smlouvy / date of signature	Datum / Date	datum podpisu smlouvy / date of signature

<b>Příjemce / Recipient</b> ...	<b>Poskytovatel / Provider</b> Raiffeisen – Leasing, s.r.o.
čitelně jméno a příjmení osoby podepsané výše Legibly name and surname of the person signed above	čitelně jméno a příjmení osoby podepsané výše Legibly name and surname of the person signed above

<sup>o</sup> celková částka splatná spotřebitelem (viz §3 odst.2 písm. e) zákona o spotřebitelském úvěru)

*total amount payable by the consumer (see Section3(2)(e) of the Act on Consumer Credit)*

<sup>o</sup> 1/365 součinu Celkové výše Úvěru a Zápůjční úrokové sazby (viz §118 odst. 4 a § 106 odst. 1 písm. o) zákona o spotřebitelském úvěru)

*1/365 times the Total Loan Amount and Loan Interest Rate (see Section118(4) and Section 106(1)(o) of the Act on Consumer Credit)*

## General Terms and Conditions for the Tied Consumer Loan

provided by Raiffeisen – Leasing, s.r.o.

Issued in accordance with the provisions of Section 1751 (1) of Act No. 89/2012 Coll., the Civil Code, as amended – hereinafter the “CC” (hereinafter as the “GTC”)

**Version GTC - 05 – valid from 1 December 2022**

### I. BASIC PROVISIONS

**I.1.** A loan is a financial service, the purpose of which is to finance acquisition of the Subject of Financing - tangible asset specified in the Agreement (hereinafter the “Subject”), on the basis of a Consumer Loan Agreement and the GTC (jointly the “Agreement”), while meeting the terms set out in the generally binding legal regulations. By concluding the Agreement, the Provider, as the loan provider, undertakes to provide the Recipient, as the loan beneficiary, funds up to the value specified in the Agreement (hereinafter the “Loan”) and the Recipient undertakes to repay the Loan to the Provider, pay interest and meet other obligations as stipulated in the Agreement.

**I.2.** The Agreement is concluded by the Provider and the Recipient, with the understanding that the risk of damages to the Subject and damages linked to its use and operation, including against third parties, and the costs for remedying such damages, are borne in full, throughout the duration of the Agreement (and also after termination of the Agreement in the event of its premature termination, until the moment the Subject is released to the Provider in order to secure the Provider's receivables) solely by the Recipient. The provisions of the preceding sentence apply irrespective of when the Subject is/ shall be transferred by security transfer of ownership to the Provider for securing the Provider's receivables against the Recipient on the basis of the Agreement.

**I.3.** Wherever the Agreement (including the GTC) refers to damage, damage liability, the obligation to compensate damage etc., this shall mean not only damage as material loss, but also non-material harm (such as bodily harm) within the meaning of the respective provisions of the CC.

### II. SUBJECT

**II.1.** The Subject is a tangible asset identified and specified as the Subject (Subject of financing) in the Agreement.

**II.2.** The Recipient is not authorised to use the Loan for any other purpose than for the purpose specified in the Agreement.

**II.3.** All arrangements concerning the Recipient's obligations in relation to the Subject (or rather the Provider's rights in relation to the Subject) are arranged for the purpose of the Loan (i.e. acquisition of the Subject) and chiefly for the purpose of securing the Recipient's debt towards the Provider on the basis of the Agreement, whereas these debts are secured by security transfer of ownership to the Subject.

#### II.4. Provisions concerning the supplier contract:

**II.4.1.** The supplier contract is a purchase contract, contract for work or other contract depending on the nature of the Subject, which the Recipient concludes with the supplier and on the basis of which the Recipient becomes the owner of the specific asset, i.e. the Subject.

**II.4.2.** The Recipient is required to thoroughly acquaint itself with the supplier contract; by appending its signature to the supplier contract, if this is concluded in writing, the Recipient confirms that it was thoroughly acquainted with it and that the Recipient acquires ownership of a Subject identical to the one specified in the Agreement, on the basis of this contract. If a supplier contract was not concluded in writing, the Recipient confirms the facts according to the previous sentence by accepting the Subject.

**II.4.3.** The Recipient undertakes to provide all possible assistance for the purpose of fulfilling the supplier contract and undertakes to fulfil the obligations imposed on it in the supplier contract duly and on time, particularly to pay the price for the Subject to the supplier's account published by the tax administrator in a manner allowing remote access, if the Loan or its part is paid out to the Recipient's account, if such a part is not paid from the loan. By signing the Agreement, the Recipient confirms and agrees that:

**a)** it chose the Subject or approved it personally so that it fully meets all its requirements in all aspects and that it performed this selection without the Provider's assistance;

**b)** it chose the supplier so that it supplied the Subject within the deadline and under the terms required by the Recipient and that it performed this selection without the Provider's assistance;

**c)** is aware that the Provider is not liable for the suitability of the Recipient's choice, for the proper performance of the supplier's obligations (with the exception of cases stipulated by the law), for the properties of the Subject or for the damage caused by its use;

**d)** before signature of the Agreement, it acquainted itself with the supplier's delivery, warranty, licence, servicing and other terms, assured itself of the suitability of the Subject for its needs, learnt about its technical parameters, components and accessories and agrees with all these terms and information without reservations.

**e)** The Provider is not liable for the functionality of the Subject, it is not liable for operating risks or for the Subject's technical or legal defects, for its fitness for the usual use or for whether its use complies with the legal regulations or technical standards;

**f)** The Provider is not liable for any damage caused by defective or late delivery, function of the Subject (operating risks) or for its technical defects. The Recipient is not entitled to compensation of damages or lost profit by the Provider, incurred as a result of the Subject's defects, or to compensation of costs caused by rectification of these defects.

#### II.5. The Consequences of the Recipient's Failure to Duly Pay Part of the Purchase Price

If the Recipient fails to pay part of the purchase price for the Subject to the supplier duly and on time, as it was required to do according to the Agreement, the Provider is entitled to:

**a)** replace the Recipient as the buyer in the supplier contract, pay the part of the purchase price of the Subject that the Recipient was required to pay according to the Agreement instead of the Recipient, accept the Subject from the supplier and acquire ownership of the Subject instead of the Recipient. For this case, the Recipient hereby assigns all its rights and obligations on the basis of the supplier contract to the Provider within the meaning of Section 1895 et seq. of the CC; this assignment is carried out for a fee, the fee is CZK 1 including VAT, which the Provider pays to the Recipient. Assignment is tied to a condition precedent consisting of the fact that i/ the Recipient fails to pay the purchase price for the Subject or its part, as it was required to pay, to the supplier duly and on time and simultaneously ii/ the Provider sends the Recipient written notice of the fact that it has decided to use the option of assignment. The Recipient is required to ensure that the supplier contract contains the supplier's previously given consent to assignment of the supplier contract to the Provider. Substitution of parties in the position of buyer on the basis of the supplier contract comes into force at the moment of the delivery of the Provider's written notice to the supplier that assignment has taken place. The provisions of Sub XIII apply similarly.

**b)** withdrawal from the Agreement or premature repayment of the Loan according to the relevant provisions of the Agreement.

### III. HANDING OVER AND ACCEPTANCE OF THE SUBJECT

#### III.1. Preconditions for acceptance and use of the Subject

**III.1.1.** The Recipient is required to ensure, at its expense, all technical and legal preconditions necessary not only for acceptance and use of the Subject, including potential



customs clearance, but also for actual operation and use of the Subject (depending on the nature of the Subject):

**a)** Before accepting the Subject, the Recipient is required to request and accept from the supplier all documents applying to the Subject, including a declaration of conformity regarding the Subject, and during importation also documents for customs clearance of the Subject and for unrestricted disposal of the Subject. The Recipient is required to deliver copies of the documents specified above to the Provider, within seven days from the date it accepted them or was required to accept them, during which time the date that occurs earlier is decisive. The Recipient must not accept the Subject without these documents being issued.

**b)** If the valid legal regulations require that the supplier or other authorised person issue an inspection report or other document required by the generally valid regulations on handing over and acceptance of the Subject for its operation, the Recipient is required to assure all the conditions for issue of this inspection report or document or an update of such documents, at its expense, and send a copy of this inspection report or document to the Provider within seven days from the date this report was issued or from the date the Subject was handed over, during which time the date that occurred earlier applies. The Recipient must not use the Subject without this inspection report being issued.

**c)** If issue of additional documents or updates of previously issued documents are required during financing for proper use of the Subject, the Recipient is required to deliver copies of these documents to the Provider, at its expense and within the time limits stipulated by the legal regulations, on the last day of such a time limit at the latest. The Recipient is required to deliver a copy of the declaration of conformity to the Provider, within seven days from the date it accepted it or was required to accept it, during which time the date that occurs earlier applies.

**III.1.2.** Before accepting the Subject, the Recipient is must inspect the Subject. The Recipient is required to perform the inspection duly and with due diligence, it is particularly required to verify that the delivery is complete - contains all parts of the Subject and its accessories, identify the Subject, always check whether the serial number complies with the serial number simultaneously given in the Agreement (or on the tax document in the case of procedure according to sub III.1.9) and in the supplier contract. The Recipient is also required to state this information in the record of handing over.

**III.1.3.** The Recipient is liable to the Provider for damages it incurs as a result of the fact that the Subject was not inspected at all or not inspected properly.

**III.1.4.** The Recipient is required to accept the Subject from the supplier immediately after the Subject is ready for handing over, but on the day specified in the Agreement as the Deadline for drawing the Loan at the latest.

**III.1.5.** A certificate shall be executed by the Recipient and the supplier, certifying due handover and acceptance of the Subject (hereinafter the "Handover Certificate"), using the Provider's form. In the case of a Agreement where the Subject is a category M1, N1 or L motorised vehicle, the provisions of the preceding sentence only apply if the Agreement states that a Handover Certificate is required (unless this is explicitly stated in the Agreement, it applies that a Handover Certificate is not required; if a Handover Certificate is mentioned anywhere in the GTC for the purpose of a Agreement where the Subject is a category M1, N1 or L motorised vehicle, such provisions are only applied in relation to the Handover Certificate the Agreement states that a Handover Certificate is required); in the event that the Subject is any other item than a category M1, N1 or L motorised vehicle according to the Agreement, it applies that the Recipient is always required to execute a Handover Certificate with the supplier. In the Handover Certificate, the Recipient confirms that it accepted the Subject from the supplier in a condition fit for the usual use, or the contracted use (unless stated in a Agreement where the Subject is a category M1, N1 or L motorised vehicle,

that a Handover Certificate is required, the Recipient confirms the aforementioned by accepting the Subject). The Recipient is required to deliver the signed Handover Certificate to the Provider within 3 days of its signature by fax or e-mail and the original within 7 days from the date of its signature. Along with the Handover Certificate, the Recipient is required to deliver to the Provider a photocopy of all the documents applying to the Subject, particularly documents necessary for operating the Subject and required by the generally binding legal regulations - in relation to vehicles photocopies of the Subject's certificate of roadworthiness or other document replacing a certificate of roadworthiness; however, if the Agreement indicates that a Handover Certificate is not required, the Recipient is only required to deliver the other specified documents or their photocopies to the Provider and inform the Provider in writing of the exact date the Subject was accepted by the Recipient from the supplier.

**III.1.6.** The Recipient is liable to the Provider for all damages incurred by the Provider as a result of incomplete, incorrect or untrue facts given in any document or information supplied by the Provider in relation acceptance of the Subject or the drawing of the Loan, particularly in the Handover Certificate.

**III.1.7.** The Recipient is required to deliver to the Provider, without undue delay or within 21 days from the date the Agreement was concluded at the latest, the originals of all documents that apply to the Subject, particularly documents necessary for operation of the Subject and required by the generally binding legal regulations, for vehicles this means the Subject's original roadworthiness certificate or other document replacing a roadworthiness certificate. This certificate or document shall be filed by the Provider until full repayment of all the Recipient's debts towards the Provider and any disposal of these documents is only possible with the written consent of the Provider and the Recipient is always required to return these documents to the Provider's address within 10 business days from the date it received them.

**III.1.8.** If the Subject is the property of the Recipient at the time the Agreement is concluded (i.e. there is no actual third party - supplier of the Subject), the provisions regarding acceptance of the Subject from the supplier do not apply (however, this is without prejudice to the Recipient's obligations concerning delivery of documents to the Provider, registration, etc.). In such cases the Subject is considered accepted by the Recipient on the date the Agreement is concluded; this date is the date of handing over for the purpose of the Agreement. In such cases, the Recipient declares that it is the exclusive owner of the Subject, that it has the Subject in its possession, the Subject is not encumbered by any third party rights, the Subject has no defects and is undamaged and in a condition fit for proper use and in a condition fit for proper use. If the Recipient is required to insure the Subject according to the Agreement, the Recipient simultaneously confirms to the Provider that the Subject is insured from the date the Agreement was concluded, fully in compliance with the Agreement and the generally binding legal regulations.

**III.1.9.** If the Subject is a category M1, N1 or L motorised vehicle, regarding the acceptance of which a Handover Certificate is not required and the Agreement simultaneously does not give the serial number (VIN) of the Subject, then it applies that the number given on the tax document to the Subject issued by the supplier, which is delivered to the Provider along with clear specification of the Agreement to which this tax document applies, is the serial number (VIN) of the Subject.

## **III.2. Defects of the Subject**

**III.2.1.** If the Subject is found to be defective before the Recipient accepts the Subject, the Recipient is required to immediately apply a claim on the basis of defects, in compliance with the relevant generally binding legal regulations and the Agreement, against the supplier. The Recipient chooses the option of a claim on the basis of defects of the Subject within the time limits and by the method according to the respective generally binding legal regulations. In the event of withdrawal from the supplier contract, the Recipient is required to notify the Provider of this fact immediately, within 3 days, in writing.

**III.2.2.** If the Subject is found to be defective after the Recipient accepts the Subject, the Recipient is required to immediately apply a claim on the basis of defects, in compliance with the relevant generally binding legal regulations and the Agreement, against the supplier. The Recipient chooses the option of a claim on the basis of defects of the Subject within the time limits and by the method according to the respective generally binding legal regulations. In the event of withdrawal from the supplier contract, the Recipient is required to notify the Provider of this fact immediately, within 3 days, in writing.

### **III.3. The consequences of the Recipient's failure to duly accept the Subject**

**III.3.1.** If the Recipient fails to accept the Subject, even though the price of the Subject was paid in full, the Provider is entitled to enter the Recipient's position as the buyer in the supplier contract, accept the Subject from the supplier and acquire ownership of the Subject instead of the Recipient. For this case, the Recipient hereby assigns all its rights and obligations on the basis of the supplier contract to the Provider within the meaning of Section 1895 et seq. of the CC; this assignment is carried out for a fee, the fee is CZK 1 including VAT, which the Provider pays to the Recipient. Assignment is tied to a condition precedent consisting of the fact that i/ the Recipient fails to accept the Subject even though the price of the Subject was paid in full and simultaneously ii/ the Provider sends the Recipient written notice of the fact that it has decided to exercise the option of assignment. The Recipient is required to ensure that the supplier contract contains the supplier's previously given consent to assignment of the supplier contract to the Provider. Substitution of parties in the position of buyer in the supplier contract comes into force upon delivery of the Provider's written notice to the supplier that assignment has taken place. The provisions of Sub XIII apply similarly.

**III.3.2.** The provisions of Sub III.3.1 and XIII also apply in cases when the Recipient accepts the Subject, but does not accept it duly and on time.

## **IV. USE OF THE SUBJECT**

### **IV.1. Rights and Obligations of the Recipient**

**IV.1.1.** The Recipient is entitled to operate the Subject under the terms set out in the relevant legal regulations and the Agreement.

**IV.1.2.** The Recipient is required to refrain from any actions that may give rise to third-party rights to the Subject. The Recipient must particularly not sell, donate or otherwise alienate the Subject or legally encumber it, lease or lend it, or provide it to another for use. This does not apply if the Provider gave its prior, written and explicit consent to such actions by the Recipient. The Recipient is entitled to lend the Subject or provide it to a close person for use, even without the Provider's prior written consent, during which time a close person means a close relative, sibling or spouse for the purpose of this Agreement. At the same time, no side agreements between the Recipient and the supplier of the Subject, which may result in the Provider's rights being restricted and/or their execution being made more difficult or prevented, are permissible. The Recipient shall, under all circumstances, take all the necessary steps to protect the Provider's title to the Subject (throughout the period for which the title is transferred to the Provider), especially to protect such title by all legal means (including the assurance of court or other similar protection) against all third parties who could infringe upon such right or endanger it in any manner; if the Provider gives any instruction to the Recipient in this respect, the Recipient shall follow such instruction.

**IV.1.3.** The Recipient is also required to exercise due diligence in its treatment of the Subject and particularly to assure its professional care. The Recipient is particularly required to:

- a) protect the Subject against damage, loss or destruction, from the time of its acceptance;
- b) use the Subject in the manner specified by its manufacturer and/or supplier in the instructions for use, or in other documents, and adhere to the servicing conditions stipulated by the manufacturer and/or supplier; If the manufacturer and/or supplier does not determine the manner of use of the

Subject, the Recipient is required to use the Subject in the usual manner;

- c) constantly maintain the Subject in a condition fit for the usual or contractual use in compliance with the relevant legal regulations and recommendations of the manufacturer and/or supplier, at its expense;
- d) fulfil all obligations arising from use, operation and maintenance of the Subject, particularly according to the conditions stipulated by the manufacturer or supplier of the Subject;
- e) If the Subject is damaged, to immediately restore it to the condition before the damage, at its expense, at the authorised service centre of the manufacturer of the Subject, and if no such facility exists, at a service centre of its choice and for the quality of whose services it is therefore fully responsible;
- f) apply, at its expense, all the rights arising from the quality warranty according to the supplier contract or warranty statement by the supplier, directly to the supplier of the Subject. The Recipient is simultaneously required to immediately inform the Provider in writing of claims applied on the basis of the quality warranty;
- g) apply rights on the basis of defects of the Subject in compliance with the generally binding legal regulations and the Agreement. The Recipient is simultaneously required to immediately inform the Provider in writing of claims applied on the basis of defects of the Subject;
- h) familiarise itself with the supplier's service and warranty, license and other terms and conditions and comply with such terms. The Recipient shall ensure the performance of warranty and post-warranty inspections and repairs to the Subject by an authorised service centre;
- i) fulfil the duties that the owner of the Subject should fulfil according to the relevant legal regulations.

**IV.1.4.** The Recipient may only make changes, conversions or any other modifications to the Subject at its own expense and only if these do not lead to damage, destruction or reduction of the function of the Subject. On premature termination of the Agreement, potential improvements pass to the ownership of the Provider, without any entitlement to the Recipient, with the understanding that the Recipient simultaneously undertakes to remove conversions and other modifications to the Subject, which the Provider identifies, at its expense. If the Recipient fails to remove these, the Provider is entitled to have them removed at the Recipient's expense.

**IV.1.5.** The Recipient shall immediately dispose of any packaging of the Subject, immediately and in compliance with the valid legal regulations, if they require this, at its own expense.

### **IV.2. Inspection of the Subject**

**IV.2.1.** The Provider is entitled to check the condition and the location of the Subject at any time, which the Recipient shall always make possible.

**IV.2.2.** The Recipient hereby undertakes to enable or ensure the Provider's access to the premises where the Subject is located so that the Provider or persons authorised by the Provider may, at any time on business days, commencing from the date of acceptance of the Subject by the Recipient, duly exercise their title or other rights, i.e. especially inspect the use of the Subject, remove it or prevent its use in the event that the loan is made prematurely repayable or in the case of premature termination of the Agreement.

**IV.2.3.** If circumstance occur under which the Provider is entitled to prematurely terminate the Agreement or make the loan prematurely due payable, the Recipient agrees that the Provider, in order to secure its rights, makes the Subject immovable or decommissions it by a technical measure, or alternatively, temporarily physically removes the Subject from the Recipient, even without prior notice to the Recipient or against its will. The Provider is entitled to request the assistance of third parties to secure these measures and the Recipient is required to suffer the measures implemented by the Provider and ensure that the Provider is allowed to implement them.

**IV.3.** The Recipient is liable to the Provider, and possibly also to third parties, for damages incurred as a result of breach of the duties set out in Sub 0 by the Recipient.

## **V. DURATION OF THE LOAN**

**V.1.** The duration of the Loan (hereinafter the "financing period") is specified in the Agreement, during which time it is understood that the financing period always ends on the date the Loan instalment is due.

**V.2.** The Recipient is entitled to draw the Loan until the date specified in the Agreement as the Deadline for drawing the Loan.

## **VI. REPAYMENT OF THE PROVIDED LOAN**

**VI.1.** The Recipient is required to repay the provided Loan to the Provider and pay interest and other arranged payments; the Recipient shall return the Loan to the Provider by means of Loan instalments paid by the Recipient, during which time only part of the Loan instalment serves to redeem the Loan, usually identified as the Loan principal instalment. All payments arising from the Agreement are Loan payments, these being:

- a) Loan instalment;
- b) processing fee;
- c) other fees and payments, interest on late payment, damage compensation, additional costs etc. agreed in the Agreement;
- d) insurance premiums, in the event that the Agreement stipulates that insurance is arranged by the Provider and is not part of the Loan instalment;
- e) any other payment arising from the Agreement or paid in relation to it.

**VI.1.2.** The Recipient pays Loan instalments on the basis of an instalment calendar issued by the Provider on a one-time basis, possibly on the basis of a tax document issued by the Provider or the Provider's request for payment.

**VI.1.3.** The Loan instalment is made duly and on time if it is irrevocably credited in the full amount to the Provider's account by the payment deadline, and was simultaneously properly identified.

**VI.1.4.** VAT at the statutory rate is added to all Loan instalments, if stipulated by the generally binding legal regulation.

### **VI.2. Definition of terms**

**VI.2.1.** A **Loan instalment** is regular financial performance by the Recipient to the Provider, by which the Loan and interest are repaid. The value, number and due dates of the Loan instalments are set out in the Agreement. The Loan instalment amount is calculated by the Provider according to the procedure for calculating loan repayment, using software used by the Provider. The Loan instalment amount depends on the value of the Loan, the number and due date of the Loan instalments and the interest. The Loan instalment includes payment of the principal, payment of interest and the Subject's insurance costs in contracts where the Subject is insured by the Provider, and possibly other items i.e. payment of a processing fee, and value added tax is added to this amount in cases and in the value stipulated by the generally binding legal regulations.

**VI.2.2.** The **processing fee** is a one-off fee paid by the Recipient to the Provider for administrative services provided in relation to preparation of the loan operation and conclusion of the Agreement. The Agreement gives the value of the processing fee. If a processing fee is arranged, the Recipient is required to pay this within the payment deadline given on the specified tax document.

**VI.2.3.** **Other payments** are one-off payments, which the Recipient provides to the Provider in relation to the Loan, always in the amount of secondary, unexpected or newly arising costs related to the loan operation according to the Agreement, incurred exclusively in the provable actual value by the Provider. Other payments, including the relevant VAT, are due payable by the deadline specified on the specific tax document.

**VI.2.4.** The **loan interest rate** is the annual interest rate specified in the Agreement, which is applied to the drawn value of the Loan and serves as a basis for calculation of the Loan instalment amount. The loan interest rate is arranged as a fixed percentage rate, its amount is given in

the Agreement and it is applied annually to the drawn amount of the Loan in compliance with the Agreement.

**VI.2.5.** The **repayment currency** is the currency in which the Loan is repaid.

**VI.2.6.** For the purpose of the Agreement, the **insurance premium** is reimbursement of the premium paid by the Provider, which the Recipient is required to pay the Provider in the event that the Provider is the policy holder for the Subject, or possibly if other insurance (insurance for the inability to pay, etc.) is concluded in specific cases.

### **VI.3. Loan Instalments;**

**VI.3.1.** Only the Provider calculates the value of the Loan instalments. The standard formula for calculating loan instalments is used to calculate the regular instalments.

Loan instalments are calculated on the basis of the value of the Loan, the number of instalments, the loan interest rate and the repayment regime (potential postponement of instalments and system for payment at the beginning or end of the payment period or irregular instalment calendar).

**VI.3.2.** If the Provider issues a new instalment calendar, this replaces the previous instalment calendar, in regard to as yet unpaid instalments, on its delivery to the Recipient.

**VI.3.3.** The Loan instalment is always due payable by the payment deadline specified in the currently valid instalment calendar.

**VI.3.4.** The Provider is entitled to unilaterally change, even repeatedly, the value of the Loan instalments specified in the Agreement, and also to potentially modify the RPSN (if its value is affected), always if any of the following conditions are met:

a) changes to any of the parameters specified in the Agreement are made on the basis of an agreement between the Recipient and the Provider, during the period from conclusion of the Agreement until full repayment (i.e. the duration of the Agreement, changes to the instalment payment regime, etc.)

b) the currency agreed in the Agreement is changed to a new currency during the Agreement; in such cases, the loan instalments in the new currency will always be determined so that the value of the instalment expressed in the new currency remains the same as expressed in the original currency; If it is technically impossible to determine the refinancing currency exchange rate in EUR, the Provider uses the USD currency exchange rate.

**VI.3.5.** If any of the conditions set out in VI.3.4 are met, the Loan instalment amount will be adjusted so that it is proportionately increased or reduced to such an extent that is in line with the change based on which the Loan instalment changes. The Provider is required to inform the Recipient of the adjusted Loan instalment amount, the modified RPSN and the circumstances that are the basis of these changes, in writing, by separate letter, or inform the Provider by stating this on the tax document. The Recipient undertakes to pay the Loan instalments in the modified amount from the date it is informed of this change. The Provider is required to submit to the Recipient documents of the circumstances on the basis of which the Loan instalments were adjusted, at the Provider's written request.

### **VI.4. The Rights and Obligations of the Recipient in Relation to the Loan Instalments**

**VI.4.1.** The Recipient is required to duly pay the Loan instalments and debit them to the account specified by the Provider in the instalment calendar, on the tax document or otherwise submitted to the Recipient in writing. The Recipient is required to pay all Loan instalments exclusively by bank transfer to the specified bank account of the Provider or by depositing them to the specified bank account at a branch of the relevant bank. The Recipient shall respect potential changes to the Provider's bank details.

**VI.4.2.** The Recipient is required to pay all Loan instalments according to the instalment calendar (if these are included in it, otherwise on the basis of a separate tax document issued by the Provider), unless the Agreement specifies otherwise.

**VI.4.3.** When making payments, the Recipient is always required to identify the payment using an assigned

payment identification number (variable symbol). All the costs that the Recipient potentially incurs in relation to payment of the Loan instalments to the Provider's account (e.g. bank fees for sending a payment) are borne by the Recipient.

**VI.4.4.** If the Provider incurs justified costs (e.g. for a solicitor's services) as a result of breach of the Recipient's obligations according to the Agreement during the financing period, the Recipient is required to reimburse the Provider in full.

**VI.4.5.** The Recipient shall also pay the Loan instalments and all other monetary debts, in an unchanged amount, during the time the Subject is, for any reason, partially or completely unfit for operation (e.g. is defective), or if it has been stolen or completely destroyed, until full payment of all Loan instalments and other amounts owed to the Provider according to the Agreement, unless the Agreement specifies otherwise (i.e. unless the Agreement is prematurely terminated for instance).

#### **VI.5. The Rights and Obligations of the Provider in Relation to the Loan Instalments**

**VI.5.1.** The Provider is also entitled to settle its receivables against the Recipient arising from other accepted performance, including other contractual relationships entered into with the Recipient. The Provider and the Recipient have agreed that the Provider, as of the date of premature Agreement termination or immediate repayment of the Loan balance, is entitled to unilaterally set off any payments provided by the Recipient (unless the Recipient explicitly states that a specific debt is to be settled by the payment) against its due and non-due receivables under the Agreement.

**VI.5.2.** If the Provider provides financing under multiple contracts concluded with the Recipient during the course of repayment of the Loan, the Provider is entitled (unless the Recipient explicitly specified which specific debt is to be settled by a payment) to decide which of the Recipient's obligations the received payment shall be used to pay if the Recipient delays in paying any Loan instalment or paying any other payment under another Agreement concluded with the Recipient. The Provider is required to inform the Recipient about its decision to set off receivables under a contract other than the one for which these payments are intended, without undue delay.

**VI.5.3.** All security securing the Recipient's debts towards the Provider, including future debts arising from any of the contracts entered into between the Provider and the Recipient, irrespective of whether these contracts already exist at the time of execution of this Agreement or will be created in the future, also secure the Recipient's debts towards the Provider, including future debts, under this Agreement. Similarly, security securing the Recipient's debts towards the Provider, including future debts, arising from this Agreement also secures the Recipient's debts towards the Provider, including future debts, arising from any of the contracts entered into between the Recipient and the Provider, irrespective of whether these contracts already exist at the time of execution of this Agreement or are yet to arise in the future.

#### **VI.6. Provisions Regarding Sanctions in Relation to Loan Instalments**

**VI.6.1.** The Recipient shall also reimburse the Provider for all the costs related to recovering the Provider's receivables from the Recipient.

**VI.6.2.** If the Recipient defaults on payment of any of its monetary debts arising from the Agreement, the Provider is entitled to use the payments sent to it by the Recipient in the order it deems fit (unless the Recipient specifies which specific debt is to be settled by a payment); however, usually as follows:

- a) for interest on late payment;
- b) for contractual penalties;
- c) for damage compensation;
- d) for the oldest Loan instalments;
- e) for other payments on the grounds of this Agreement.

**VI.6.3.** By signing this Agreement the Recipient explicitly agrees to the Provider's entitlements set out in Sub VI.5 and VI.6.2. Potential differences caused by late or incomplete payment shall be paid by the Recipient to the Provider by

the date of the following Loan Instalment; with all the consequences resulting from a late or incomplete payment.

### **VII. INSURANCE**

#### **VII.1. General provisions**

##### **VII.1.1. Used Terms and their Definitions**

- a) **The insurer** is the insurance company, which entered into an insurance contract on the relevant insurance policy with the policy holder. Only an insurance company that is registered in the list of insurance companies accepted by the Provider may be the Insurer. The Provider is entitled to decline, at any time and without giving a reason, the Recipient's request for an insurance policy with an insurance company that is not on the list of insurance companies accepted by the Provider.
- b) **The policy holder** is the person who has entered into an insurance contract with the insurance company.
- c) **The insured** is the person to whose benefit the insurance contract has been entered into (i.e. the Provider or the Recipient).

##### **VII.1.2. Insurance Principles**

- a) The Subject, including all its parts and accessories, must be insured from the moment the Subject is accepted, at the latest, for the whole period of repayment of the Loan (hereinafter the "insurance term"). The scope, method and conditions of the insurance are determined either by the Agreement or in a separate document (e.g. the Provider's form titled Information regarding individual insurance, confirmation of insurance or insurance terms and conditions) accepted by the Recipient. In justified cases, the Provider may request changes to the originally determined insurance scope, method and conditions, during the Agreement. The Recipient undertakes to accept the insurance scope, method and conditions newly determined by the Provider, unless this is evidently an unjustified requirement by the Provider, and to immediately ensure that the insurance of the Subject complies with these requirements, unless the Provider does so itself. If the Subject is uninsured at any time during the insurance term or insured in violation of the Agreement, a generally binding law or regulation, the Recipient must not use it.
- b) If the Provider provides the Loan or its part before the Subject is handed over to the Recipient, the Recipient is required to have the Subject insured or assure insurance of the Subject and restrict or assure restriction of the disposal rights to the insurance benefits from this insurance to the benefit of the Provider, if the Provider requests this, from the time of payment of even part of the acquisition price of the Subject at the latest. The insurance according to the preceding sentence must cover all usual risks, including risks related to transport, unloading and assembly of the Subject, with the understanding that the Provider is always entitled to request a greater scope of insurance.
- c) In the event that the Subject is located outside the territory to which standard insurance applies, the insurance must be expanded to the risks related to location of the Subject outside this territory.
- d) The Agreement specifies who the policy holder is, i.e. who is required to insure the Subject and the scope of this insurance. Unless specified otherwise in the Agreement, the Subject must be insured, depending on its nature, at least against all usual types of risk, including risks related to the handling of the Subject before it is put into operation, during its relocation or other than standard manipulation, which comes into consideration in relation to its character, nature or method of use.
- e) If the generally binding legal regulations stipulate the Recipient's obligation to be the policy holder or the insured party, the Recipient is always required to conclude such insurance.
- f) The Recipient shall acquaint itself with all the terms of the relevant insurance policy and the insurer's

insurance terms. The Recipient shall meet all the obligations set out in the insurance contract, the generally binding laws and regulations and the insurer's insurance terms and shall do so for the whole insurance term.

- g)** If the Subject is damaged or a third party incurs damage, which is related in any manner to the Subject or its operation, and this damage is not, for whatever reason, fully or at least partially compensated by an insurance benefit paid out by the Insurer, or if no insurance benefit is paid out at all, the Recipient shall provide compensation for damages or shall cover the difference between the amount of damage and the paid insurance benefit, irrespective of whether the Provider or the Recipient is the policy holder or irrespective of who arranged the insurance.

#### **VII.1.3. Insured Event**

- a)** If an insured event occurs, the Recipient shall proceed in accordance with the generally binding laws and regulations and shall, in accordance with the insurance contract, secure all evidence and other essential documents necessary to secure the right to the insurance benefit payment, and provide all necessary assistance.
- b)** The Recipient is also required to immediately, within 5 days from origin of an insured event, notify the Provider and the insurer of this event, while also giving the specifications of the Agreement. The notification given to the Provider must be delivered to the Provider in writing and must contain at least the following prerequisites:
- date of origin of the insured event;
  - registration number of the insured event, if assigned;
  - Agreement number;
  - whether a claim for compensation of damages was applied against the Recipient and if the Recipient is aware of this;
  - whether administrative or criminal proceedings were initiated in relation to the insured event and whether the Recipient is aware of this;
  - whether the damaged party applied a claim for compensation of damages before a court or other relevant body, if the Recipient learns of such a fact
- c)** The Recipient is also required to submit the relevant documents to the Provider along with the notification according to Sub VII.1.3.b), and to proceed in compliance with the insurer's instructions during investigation of the insured event. If the Subject is stolen, the Recipient is required to submit notification of theft of the Subject to the Czech Police or possibly to another relevant body if this concerns theft outside the Czech Republic, to the Provider along with the notification according to Sub VII.1.3.b).
- d)** If an insured event occurs, the Recipient shall, without undue delay, provide the damaged party with information and documents that the damaged party requires to exercise its rights to damage compensation, at this party's request.

#### **VII.1.4. Insurance Benefits - in general**

- a)** The insurer shall pay out the insurance benefits to the Provider in compliance with the insurance contract or on the basis of restriction of disposal of the insurance benefits or other similar document. The Provider shall only pay out the accepted insurance benefits, reduced by the amount corresponding to the value of all the Recipient's unpaid debts towards the Provider (even amounts that are not yet due) to the Recipient on the basis of its written request, unless the Agreement stipulates otherwise.
- b)** Payment of insurance benefits to the Provider does not relieve the Recipient of the obligation to pay all owed amounts to the Provider in full. In such cases, the Recipient is required to pay the Provider an amount corresponding to the difference between

the value of all the Provider's receivables and the insurance benefits paid out by the insurer.

- c)** If the insurer exercises the right for compensation or a partial compensation of insurance benefits paid on behalf of the Provider as the insured, the Recipient shall immediately pay such claimed amount in the sum paid by the Provider to the insurer; the same also applies if the insurer demands the return of previously paid insurance benefits or their part from the Provider.
- d)** If the insurance benefit paid by the insurer to the Provider is lower than the sum of all the Provider's receivables and the Loan was made prematurely due payable or the Agreement prematurely terminated, the Recipient shall always pay the Provider the arising difference, irrespective of whether the Provider or the Recipient is the policy holder, or rather irrespective of who arranged the insurance, and shall do so within 7 days of the date of being requested to do so by the Provider.
- e)** If the insurer does not pay out the insurance benefit to the Provider at all for any reason and the Loan was made prematurely due payable or the Agreement prematurely terminated, the Recipient shall always pay the Provider the sum of all the Provider's receivables, irrespective of whether the Provider or the Recipient is the policy holder, or rather irrespective of who arranged the insurance, and shall do so within 7 days of the date of being requested to do so by the Provider.
- f)** The provisions of Sub VII.1.4.d) and VII.1.4.e) also apply in cases when the insurer refuses to pay out insurance benefits or reduces their amount due to consumption of alcohol, or drugs or failure to adhere to the arranged security etc.

#### **VII.1.5. Use of the Insurance Benefits**

- a)** In the event of total damages (total destruction) of the Subject or theft of the Subject, the provisions of Sub VII.1.4.d) and VII.1.4.e) are applied appropriately.
- b)** Insurance benefits paid out by the insurer to the Provider in the case of damages that are not total or not theft of the Subject (damage to the Subject) are used by the Provider for payment of all the Recipient's unpaid due payable debts towards the Provider, so that, according to the sole decision of the Provider, the oldest due payable Recipient's debts towards the Provider are usually redeemed first of all and then, usually lastly, any contractual penalties and interest on late payment. The Provider shall pay out the potential balance of the insurance benefits to the Recipient, without undue delay, against submission of a document of performance of repairs to the Subject and payment for these repairs, or possibly directly to the subject performing these repairs on the Subject on the basis of a document of performance of repairs to the Subject. If no document according to the preceding sentence is submitted to the Provider, it is entitled to retain any potential balance of the insurance benefit in its account and use it for payment of its potential other receivables, at its sole deliberation.
- c)** If all the Recipient's debts towards the Provider have been redeemed, the Provider may give its consent, after coming to an agreement with the Recipient, to payment of the insurance benefits directly to the Recipient, without undue delay.

#### **VII.1.6. If the Recipient is the policy holder then:**

- a)** The Recipient shall insure the Subject from the moment the risk of damage passes to it, as a result of the terms of the supplier contract entered into between Recipient and the supplier; however, from the moment the Subject or its part is duly accepted at the latest. The Recipient shall also maintain such an insurance policy until the time of full repayment of the Loan.
- b)** The Recipient shall arrange restriction of disposal of insurance benefits and their payment in favour of the Provider, in the form and scope acceptable to the Provider. The Recipient is required to deliver

such document of restriction of disposal of insurance benefits to the Provider within 21 days from conclusion of the insurance contract, but within 21 days from the date of conclusion of the Agreement at the latest. This does not apply in cases when the entitlement to payment of insurance benefits arises only to the Provider, directly under the insurance contract with the insurer.

- c) The Recipient shall deliver to the Provider copies of all relevant insurance contracts and potentially other essential documents if these are relevant in the specific case, within 21 days of the date the Agreement is concluded.
- d) In the event of any changes to the Agreement or circumstances related to the Subject, which may impact the value of payment of potential insurance benefits, particularly changes to the location of the Subject or its technical improvement, the Recipient is required to adjust the insurance of the Subject in the appropriate manner and to deliver the relevant documents proving adjustment of the insurance to the Provider within 10 days from the date of amendment of the Agreement or changes to circumstances related to the Subject, which could impact the value of payment of potential insurance benefits.
- e) The Recipient is not authorised to adjust the insurance of the Subject, which it undertook to conclude in the Agreement, without the Provider's prior explicit consent.
- f) The Recipient shall meet its obligations (especially pay its debts) under the insurance contract and deliver to the Provider documents proving payment of insurance premiums always within 7 days after the insurance premium due date, unless fulfilment of this obligation of the Recipient is confirmed by the insurance company in the document of restriction of disposal of insurance benefits.
- g) If the Recipient fails to deliver the restriction of disposal of insurance benefits, copy of the insurance contract or document of payment of premiums for the new insurance period to the Provider duly and on time, the Provider is entitled to conclude insurance of the Subject itself, and the Recipient shall bear the costs of such insurance.

#### **VII.1.7. If the Provider is the policy holder then:**

- a) The Provider insures the Subject at the time the Agreement is concluded.
- b) The Recipient, if it is not to become the policy holder or the insured under the Agreement or the generally binding laws and regulations, is obliged to pay to the Provider the amount it paid or will pay as insurance premiums to the insurer, and all demonstrated costs incurred by the Provider in relation to entering into an insurance contract and maintaining the insurance relationship for the whole insurance term, in the manner determined by the Provider, usually as part of the Loan instalments, on the basis of a separate tax document or according to the instalment calendar.
- c) The Recipient shall pay the Provider the amount, which it paid or will pay as insurance premiums to the insurer, always according to the insurance rate of the specific insurance company. The Provider is entitled to unilaterally increase the payment according to the preceding sentence in the corresponding manner, if the insurance premium rates are increased by the insurer, possibly repeatedly-arrange (conclude new) insurance (for any reason). In order to prevent any doubt, the contractual parties arrange that the amounts paid by the Recipient to the Provider on insurance premiums for the Subject, are amounts that the Provider pays the insurer on behalf of the Recipient to its account and that these are therefore not included in the value added tax base, unless indicated otherwise by the generally binding legal regulations. If the insurance premiums are paid by the Provider in any other currency than CZK, the

Recipient expressly acknowledges and agrees that insurance benefit (if paid) shall always be paid in CZK and the received benefit will, for the purpose of lowering the debts of the Recipient arising from the Agreement and in relation thereto, be converted to the currency of the Agreement using the exchange rate published by the Czech National Bank valid for the date preceding the date on which the insurance premium was credited to the Provider's account.

- d) The Provider is always entitled to share the data necessary for entering into an insurance contract for the Subject with the relevant insurance company, in addition to information necessary for handling the insurance claim, at the insurance company's and the administrative body's request.
- e) The Recipient shall immediately notify the Provider of changes to circumstances related to the Subject, which may have an impact on the value of payment of potential insurance benefits.
- f) The Recipient shall reimburse the Provider for potential demonstrable costs that the Provider had to pay in relation to a potential insured event.
- g) The Recipient shall accept insurance of the Subject with another contracted insurer at the Provider's decision, the relevant value of the insurance premiums and the insurance terms and conditions of this other contracted insurer, if the insurance contract between the insurer and the Provider is terminated.
- h) After full payment of all the Provider's receivables according to the Agreement, the Recipient is required to hand over to the Provider the document of liability insurance (see Sub j)) arranged by the Provider and the green card, if issued.
- i) By signature of the Agreement (or a separate document, such as the Insurance Information form), the Recipient expressly agrees with the scope and quality of the Subject's insurance policy arranged by the Provider.
- j) The Recipient shall hand over to the Provider all documents related to the insurance arranged by the Provider, within 7 days of the date the Provider makes the Agreement prematurely due payable or prematurely terminates this Agreement.

#### **VII.2. Liability Insurance Caused by Vehicles (hereinafter the "Liability Insurance")**

**VII.2.1.** For the purposes of the Agreement, liability insurance means insurance of liability for damage caused by operation of a vehicle within the meaning of Act No. 168/1999 Coll., on insurance of liability for damages caused by operation of a vehicle, as amended, and on the statutory instruments.

**VII.2.2.** The party liable for damages caused by operation of the vehicle that is the Subject, is the Recipient, as its operator.

**VII.2.3.** Liability insurance must always be concluded as valid for the territory of the Czech Republic and Europe. In the event that the Subject is located outside Europe, even temporarily, the insurance must be expanded to the relevant territories outside Europe before such temporary location. The Recipient is fully liable for damage caused to third parties, even if it has met its obligation to arrange extra insurance for the Subject, as stated above.

**VII.2.4.** If the Recipient fails to meet its obligation in relation to the liability insurance under this Agreement or generally binding laws and regulations, the Provider is entitled to do so at the Recipient's expense. The Recipient shall reimburse the Provider for such costs within 7 days of the date the Recipient is requested to pay them.

**VII.2.5.** In the event the Recipient is, under the Agreement or generally binding laws and regulations, the insured or the policy holder, and a property sanction is imposed against the Provider for breach of obligations under generally binding laws and regulations governing liability insurance, the Recipient shall reimburse the Provider for the amount of such financial sanction for breach of obligations under the generally binding laws and regulations governing liability insurance.

**VII.2.6.** If the Provider is the policy holder, the Provider informs the Recipient of the insurer's liability insurance limits for cases of insured events, on conclusion of the Agreement, and provides him with the document on liability insurance and possibly the green card.

**VII.2.7.** The Recipient is required to return all documents concerning liability insurance for the Subject to the Provider if the Loan is made prematurely due or on premature termination of the Agreement, or on full payment of all the Provider's receivables under the Agreement.

**VII.2.8.** In the event of an insured event, the Recipient shall present the document demonstrating liability insurance to the damaged party and comply with the provisions of SubVII.1.3.

### **VII.3. Other Insurance, Particularly for Cases of Theft and Damage**

**VII.3.1.** Unless stipulated otherwise in the Agreement, the Recipient is required to arrange other insurance of the Subject, at least in the scope of insurance for damage or destruction, particularly as a result of operation of the Subject, natural disaster, for cases of theft of the Subject, and for cases of damages caused by the Subject to its user or third parties, from the moment the risk of damages to the Subject passes to it under the supplier contract concluded between the Recipient and the supplier, but by the moment of due acceptance of the Subject or its part at the latest. This is without prejudice to the Recipient's obligation, as the operator of the Subject, to insure the Subject in the scope stipulated by the generally binding laws and regulations.

**VII.3.2.** Other insurance applying to vehicles must always be concluded valid for the territory of the Czech Republic and Europe, other insurance applying to other subjects of financing must always be concluded valid for the territory of the Czech Republic, under the following terms and conditions:

- a) an insured amount always according to the terms and conditions of the relevant insurer, i.e. usually at least on the level of the acquisition price of a new Subject, where the insurer's terms and conditions permit this, or at least on the level of the general price of the Subject, always including VAT for passenger cars;
- b) the maximum excess value for each incident of damage is 10%, potential excess arranged as a fixed amount must also comply with this specified limit;
- c) payment of insurance benefits is governed by the Recipient's tax regime from the aspect of VAT;
- d) restriction of disposal of insurance benefits and payment in favour of the Provider;
- e) the Subject shall be fitted with active or passive security elements and/or shall be secured according to the insurer's requirements for a specific type of insurance contract at the time it is concluded.

**VII.3.3.** Other insurance must always be concluded valid for the territory specified in SubVII.3.2. In the event of even temporary relocation of the Subject outside the territory specified in Sub VII.3.2, the Recipient is required to expand the insurance to the relevant territory outside the territory specified in Sub VII.3.2, before temporary relocation takes place, and is also required to maintain this insurance throughout the entire time the Subject is located outside the territory specified in Sub VII.3.2. The Recipient is fully liable for damage caused to third parties, even if it has met its obligation to arrange additional insurance for the Subject, as stated above.

**VII.3.4.** If the Subject is insured by the Provider, the Provider may expand insurance of the Subject as specified in Sub VII.3.3, at the explicit written request of the Recipient. This action by the Provider is subject to a fee, this being a fee according to the current fee tariff scale issued by the Provider. The Provisions of this paragraph are without prejudice to the Recipient's other obligations set out, among others, in Sub VII.3.3, particularly its liability for damage and the Recipient's obligation to reimburse the Provider for the costs of such increased insurance premiums.

**VII.3.5.** If the insurer refuses to insure the Subject for the Provider by means of other insurance for any reason, the Recipient undertakes to conclude the relevant insurance contract immediately, within 5 days of delivery of written notice by the Provider of the fact that it is unable to conclude this insurance.

### **VIII. SECURITY**

**VIII.1.** All the Recipient's debts towards the Provider, including future debts, under the Agreement, including their accessories, are secured in the manner set out herein. The Recipient undertakes to establish the security specified in the Agreement without undue delay after conclusion of the Agreement, but within 10 days after concluding the Agreement at the latest, unless arranged otherwise in writing.

**VIII.2.** As well as potential other security of the Recipient's debt towards the Provider under the Agreement, as specified in the Agreement, the Recipient's debts towards the Provider, including future debts, including their accessories, are secured by security transfer of ownership of the Subject on the basis of a contract on security transfer of ownership concluded between the Provider and the Recipient on the Provider's form (hereinafter the "Agreement on security transfer of ownership"). The Recipient is required to conclude a contract on security transfer of ownership at the same time as this Agreement.

**VIII.3.** If the Agreement specifies a Agreement to establish lien on movables as security, the Recipient is required to assure conclusion of such a mortgage contract between the Provider as the mortgage creditor and the Recipient (or other person if specified in the Agreement) as the mortgage debtor, without undue delay after conclusion of the Agreement, but within 10 days from conclusion of the Agreement at the latest. The lien must be established by mortgage contract in the form of a notarial deed and registered in the Register of Liens or other relevant official register.

**VIII.4.** The costs for establishing any security of the Recipient's debt towards the Provider under the Agreement (including for instance the costs for concluding a contract to establish lien on movables in the form of a notarial deed) are borne fully by the Recipient and the Recipient undertakes to pay these costs without undue delay.

### **IX. TERMINATION OF THE AGREEMENT**

#### **IX.1. Methods of Termination of the Agreement**

**IX.1.1.** Unless specified in the Agreement otherwise, the Agreement is duly completed by payment of all the Loan payments, particularly all the Loan instalments (principal and interest) and all other potential receivables of the Provider against the Recipient under the Agreement.

**IX.1.2.** The Agreement may be terminated prematurely under the terms set out therein

- a) by withdrawal from the Agreement by the Recipient in the cases stipulated by the law;
- b) by premature repayment of the Loan;
- c) by withdrawal from the contract by the Provider;
- d) the Recipient's - natural person's death
- e) in other cases stipulated by the Agreement.

#### **IX.2. General Provisions Regarding Agreement Termination**

**IX.2.1.** The Recipient shall pay the amounts resulting from financial settlement after termination of the Agreement to the Provider by the due date stated on the relevant document or by the deadline indicated in the written request for payment.

**IX.2.2.** Premature termination of the Agreement (whether this occurred for any reason, particularly as a result of withdrawal from the Agreement by the Provider), is without prejudice to security of the Recipient's debts towards the Provider, which was provided by the Recipient or a third party to the Provider; such security remains effective until full payment of the Recipient's debts secured by the specific security. The provisions of the Agreement (including the GTC), which are to remain valid and effective even after premature termination of the Agreement according to the explicit provisions or with regard to their nature (particularly the provisions of the GTC concerning settlement of a prematurely terminated

Agreement, the Recipient's obligations following premature termination of the Agreement and also the contractual penalties sanctioning breach of the Agreement, settlement of disputes, etc.) remain similarly unaffected. Premature termination of the Agreement is also without prejudice to the Provider's right to compensation of all monetary claims under the Agreement, including contractual sanctions, unless the Agreement specifies otherwise.

### **IX.3. Financial Settlement of the Prematurely Terminated Agreement**

**IX.3.1.** If the conditions for premature termination of the Agreement by the Provider, as set out in the Agreement, are met or if the Agreement has already been prematurely terminated by the Provider, the Recipient shall take all steps to prevent loss and damage being incurred by the Provider or at least to mitigate such loss and damage.

**IX.3.2.** In the event of premature termination of the Agreement, whether this occurred for any reason (with the exception of withdrawal from the Agreement by the Recipient, premature repayment, and other cases possibly explicitly specified in the Agreement, where the relevant provisions of the Agreement regarding the Provider's entitlement in such cases are applied), the Recipient is required to pay all its debts towards the Provider, particularly:

- a) owed Loan instalments due payable until the date of premature termination of the Agreement, including Loan instalments, which are due on this day;
- b) the unpaid amount of the Loan principal, i.e. the sum of all Loan principal instalments not due as of the date of premature termination of the Agreement;
- c) interest on the unpaid part of the Loan principal for the period from premature termination of the Agreement until full repayment of the Loan principal, during which time, for the purpose of the Agreement, this amount will be specified as the lump sum total of all instalments of interest not due as of the date of premature termination of the Agreement; however, if the Agreement is prematurely terminated due to withdrawal by the Provider as a result of the Subject being permanently decommissioned, the net present value of the instalments of interest as a result of the Provider's refinancing rate will be used to calculate this amount. If the amount of interest from the unpaid part of the Loan principal exceeds (as a result of the Recipient's delay in payment of the Loan principal) an amount corresponding to the calculation according to the preceding sentence, the Provider is entitled to additionally demand the part of the interest exceeding this amount, until full repayment of the Loan principal;
- d) compensation of damages incurred by the Provider in relation to premature termination of the Agreement, in the amount of additional costs incurred by the Provider in relation to the premature termination of the Agreement, especially the additional costs related to the removal, transportation, storage, alienation and/or destruction of the Subject, execution of expert opinions, insurance of the Subject until its alienation or destruction, as well as all other additional costs incurred by the Provider in relation to the premature termination of the Agreement; for this purpose, such damage shall also include losses incurred by the Provider on the grounds of potential tax over-valuation of the transaction;
- e) contractual penalties, payment of which the Provider is entitled to on the basis of the Agreement;
- f) accessories to all receivables, particularly interest on late payment in the value specified by the legal regulations regulating interest on late payment;
- g) costs for the Provider's legal representation and other potential costs related to the recovery of amounts owed to the Provider by the Recipient;

- h) potential fees according to the current fee tariff scale issued by the Provider;

If the Subject was subsequently sold by the Provider on the basis of a contract for security transfer of ownership concluded between the Provider and the Recipient, or if the Subject was permanently decommissioned and the insurer paid out insurance benefits to the Provider, the aforementioned Provider's receivables (Recipient's debts) are reduced by the net proceeds from sale of the Subject (according to the rules arranged in the Agreement for security transfer of ownership), or by the accepted insurance benefits, during which time the Provider is entitled to unilaterally decide which receivables (debts) it will use the aforementioned proceeds (insurance benefits) to cover.

**IX.3.3.** The financial settlement shall be made by the Provider through its information system according to the principles set out in the Agreement. It is the Provider's exclusive right to decide in regard to the value of applied claims in the event of the Agreement's premature termination and the Recipient undertakes to accept the financial settlement of the Agreement prepared in accordance therewith and pay the due amounts duly and in time to the Provider.

## **X. AMENDMENT OF THE AGREEMENT**

### **X.1. Replacement of the Recipient**

**X.1.1.** Assignment of the Agreement to a third party within the meaning of Section 1895 et seq. of the CC is only possible with the prior written consent of the Provider (without which such assignment is ruled out, but which may also be expressed in a trilateral agreement to assign and assume rights concluded by the Provider, the Recipient and a third party/new recipient of funding – see below) and only under the following conditions:

- a) The Recipient shall ask the Provider in writing for its consent to assignment of the Recipient's obligations under the Agreement to a third party, unless arranged otherwise, and, at the same time,
- b) assignment of the Recipient's rights and obligations under the Agreement to a third party takes place on the effective date of the trilateral contract to assign rights and assume obligations concluded by the Provider, the Recipient and a third party (new recipient of funding) or when other conditions set out by the Provider are met.

**X.1.2.** The Recipient has no legal entitlement to the Provider's consent to assignment of the Agreement, and the Provider is not obliged to grant such consent (nor is it obliged to justify its refusal to grant such consent), nor is the Provider bound by any deadline to decide on such requests.

**X.1.3.** The new Recipient shall compensate the Provider for the costs the Provider incurred in relation to replacement of one of the parties to the Agreement.

### **X.2. The Recipient's Consent to the Agreement's Assignment by the Provider**

By signing the Agreement, the Recipient expressly agrees that the Provider may, at any time in the future and within the meaning of Section 1895 et seq. of the CC assign all its rights and obligations under the Agreement to a third party. Assignment of the Agreement becomes effective towards the Recipient upon notice of such assignment by the Provider or when such assignment is demonstrated by a third party as the assignee (whichever occurs first). By signing the Agreement, the Recipient explicitly agrees to replacement of the Provider.

### **X.3. Other Amendments to the Agreement**

The Recipient has no legal entitlements towards the Provider to any amendment of the Agreement.

## **XI. FEES**

If any action specified in the current fee tariff scale issued by the Provider is taken in relation to the Agreement (on the basis of the Recipient's request or as a result of breach of its obligations) and/or any amendment is made to the Agreement, the Recipient is required to pay the Provider a fee for each such action / amendment of the Agreement, in the value according to the current fee tariff scale issued by the Provider. The current fee tariff scale is also available at [www.rl.cz](http://www.rl.cz). The fee, including the statutory VAT, is always



due payable within the payment deadline given on the specific tax document. The Provider is entitled to demand a deposit up to the full value of the relevant fee and make performance of the specific action conditional to payment of this deposit. The Recipient confirms that it has been acquainted with the fee tariff scale effective as of the date of conclusion of this Agreement and that it accepts it without reservations. The Provider is entitled to update the fee tariff scale at any time in the future, i.e. change the type and value of individual fees, which the Recipient also accepts without reservations.

## **XII. PROVISIONS REGARDING SANCTIONS AND COMPENSATION OF DAMAGES**

### **XII.1. Provisions Regarding Sanctions**

**XII.1.1.** Unless specified otherwise by the Agreement, the Recipient is obliged, in the event that it fails to meet any of its obligations arising from the Agreement, to pay to the Provider duly and on time:

- a) demonstrable costs related to enforcement of an obligation or related to fulfilment of an obligation in the Recipient's stead;
- b) costs incurred by the Provider as a result of breach of the Recipient's obligation;
- c) compensation of damages (actual damages or lost profits), if the Provider incurred damages as a result of the Recipient's failure to meet its obligations.

**XII.1.2.** All contractual penalties specified in the Agreement are due payable within 3 days of the date of delivery of a request for their payment to the Recipient. Agreement on or payment of any contractual penalty is without prejudice to the Provider's right to claim compensation of damages as a result of a breach of obligation secured by the contractual penalty.

### **XII.2. Compensation of Damages**

**XII.2.1.** The Recipient is liable to the Provider and third parties for all damage incurred by the Provider and third parties as a result of a breach of the Recipient's obligations under the Agreement or as a result of a failure to fulfil any obligation under the Agreement duly and on time. The Recipient is further liable to the Provider and third parties for all damage incurred by the Provider or the third parties as a result of incomplete, incorrect or false information stated in any documents, especially in the handover certificate (if this is required according to the Agreement).

**XII.2.2.** Unless specified otherwise by the Agreement (especially in Sub 0), the Recipient is also fully liable for damage to the Subject, to the premises where the Subject was located and/or to items related to the Subject, located in the Subject, and/or for environmental damage, and/or damage to the lives or health of people, etc.

**XII.2.3.** The Recipient shall compensate the Provider for any damage in money, unless the Provider notifies the Recipient in writing that it insists on compensation of damages in the form of restoration to the original condition.

**XII.2.4.** The Provider is not liable to the Recipient for any damage to the Subject or in relation to it, unless the damage is caused intentionally by the Provider, particularly

- a) The Provider is not liable for any damage caused by defective or late delivery, function of the Subject (operating risks) or for its technical defects. The Recipient is not entitled to receive compensation of damages from the Provider or compensation of lost profit due to the Subject's defect, or to compensation of costs caused by their removal;
- b) in the case of the financing a Subject containing any data, especially electronic data, the Provider is not liable for protection or use of this data, nor is it liable for any damage caused by insufficient protection of this data or its unauthorised use or in relation thereto, not even in the case of premature termination of the Agreement.

**XII.2.5.** The Provider is not liable to the Recipient for any damage incurred by the Recipient in relation to any right of the Provider under the Agreement, the exercising of this right and/or premature termination of the Agreement by the Provider, if this concerns cases when the Provider

proceeded in compliance with its rights afforded to it by the Agreement and/or the GTC.

## **XIII. OTHER PROVISIONS**

### **XIII.1. General provisions**

**XIII.1.1.** The Recipient must not assign any receivable towards the Provider under the Agreement or in relation thereto to a third party without the prior written consent of the Provider.

**XIII.1.2.** The Recipient may not secure the payment of its debts to third parties by transfer or legal encumbrance of its right that arose or will arise towards the Provider.

**XIII.1.3.** At any time, the Provider is entitled to unilaterally set off any of its due or not-yet-due receivables towards the Recipient against any due or not-yet-due receivable of the Recipient against the Provider.

**XIII.1.4.** If the Agreement requires a written request or written notice by the Recipient to the Provider, such request or notice may also be made through the Provider's web form, if such a form is available on the Provider's website ([www.rl.cz](http://www.rl.cz)).

**XIII.1.5.** The Recipient does not generate capital through the payments instead of paying off the Loan.

### **XIII.2. Economic Materials, Correspondence and Information Duties**

**XIII.2.1.** The Recipient hereby declares that all the documents necessary to assess the Recipient's financial situation, which it submitted to the Provider when filing the request for the provision of financing and at any time during the financing term, are correct, true and complete, and that the Recipient is therefore able of meeting its (especially financial) obligations under the Agreement. The Recipient further declares that, as at the date of conclusion of the Agreement, it is not subject to debt enforcement proceedings, insolvency proceedings or liquidation and that it is not aware of any circumstances suggesting that any of the above situations may be impending.

**XIII.2.2.** At the Provider's request, the Recipient undertakes to make it possible for the Provider to inspect the documents necessary for the assessment of the Recipient's financial situation, especially its tax return, etc., within seven days of delivery of such request from the Provider to the Recipient. The Recipient also expressly agrees that the Provider may independently obtain information about the Recipient's economic and financial situation. At the same time, the Recipient grants its express consent to banks and other entities, which require such consent, providing the Provider with all the information about the Recipient they have at their disposal, at the Provider's request.

**XIII.2.3.** In all correspondence with the Provider relating to the Agreement, the Recipient shall indicate the number of the relevant Contact without slashes. If it fails to do so, the Provider shall not be liable for the delay in crediting payments to the Provider's account, wrong filing of documents or other consequences.

**XIII.2.4.** The Recipient shall inform the Provider of changes to all data about its person, particularly changes to its name and surname, permanent residential address, correspondence addresses, bank account numbers, initiation of insolvency or debt enforcement proceedings, etc. within 10 days from the origin of such an event.

### **XIII.3. Information and Personal Data Processing Notice**

#### **XIII.3.1. The Purpose of Processing Personal Data**

The Provider shall process the Recipient's personal data for the following purposes:

- a) Execution of the contractual relationship

This processing is essential for conclusion of a contract and performance of the contractual relationship with the Provider. For this purpose, the Recipient's identification details, contact details and information relating to the subject-matter of the Agreement (e.g. identification of the service, the Subject, payment details etc.) will be processed to the necessary extent. A contractual relationship may also be established remotely using electronic signatures. In such cases, the Recipient's identification data, contact data and information related to signature of the document are contained in the application for signature of documents provided by a third subject, in an SMS, email, on the signed electronic

document and in the audit trace capturing information about the course of signature.

**b) Protection of the rights and legally protected interests of the Provider (legitimate interest)**

This processing is essential for the protection of the Provider's rights, particularly within the terms of recovery of debts, settlement of all disputable administration, development of the provided services, in-house statistical research, analyses or assessments, in-house reporting or for in-house administrative purposes within the terms of the Raiffeisen Group. For this purpose, the Provider may also process the data ensuring the secure use of the offered services, and data for the purpose of risk management, fraud prevention and assessment etc. On the basis of its legitimate interest, the Provider also processes information about creditworthiness, i.e. the ability to pay off debts, payment discipline and the credibility of natural persons who are not consumers, using registries. For this purpose, the Provider also stores recordings of incoming and outgoing calls realised through the client centre. The Provider is also allowed, to a limited extent and on the basis of its legitimate interests, to process the Recipient's personal data for the purpose of direct marketing (i.e. offering other similar products and services to its clients). In cases when the Recipient's personal data is processed for the purpose of protection of the Provider's legitimate interests, the Recipient is entitled to raise an objection against such processing. If the Recipient does so, the Provider will cease to process its personal data, unless it proves to the Recipient serious legitimate reasons for processing this data, which prevail over the interests or rights and freedoms of the Recipient, or for determining, performing or defending legal claims.

**c) Meeting of legal obligations**

The Provider shall collect and evaluate certain information and retain it for a determined period, as this is an obligation under applicable laws and regulations. For example, this concerns the processing of personal data for the purpose of preventing abuse of the financial system to legalise the proceeds of crime and the financing of terrorism and creation of conditions for revealing such actions according to Act No. 253/2008 Coll., on some measures against money laundering, during which time this concerns information about the sources and origin of income, capital relatedness, citizenship, place of residence and political exposure for example. Act No. 257/2016 Coll., on consumer loans introduces the obligation to process information about the solvency, payment discipline, and credibility of clients, as this information is necessary to assess the creditworthiness of the client. It may also include laws and regulations governing accounting, taxes and inspection activities.

**d) Processing subject to consent**

The Provider needs the Recipient's consent for the processing of the personal data of the Recipient beyond the above framework. On the basis of the Recipient's consent, the Provider and selected partner companies process the Recipient's personal data for marketing purposes, mainly consisting of the offer of business and services provided by the Provider and selected partner companies, activities related to preparation of an offer, within the terms of which automated processing and profiling may take place with the goal of adapting the offer to the Recipient's needs (the aforementioned may chiefly include assessment of data related to creation of an offer, the processing of information from the Recipient's requirements and opinions and from monitoring of the Recipient's behaviour within the terms of the used communication channels and services), development and improvement of the quality of the provided products and services and improvement of the customer experience.

Such processing is subject to the Recipient's consent, which is voluntary, and, if granted, may be withdrawn by the Recipient at any time. Withdrawal of consent means that the Provider will not be able to process the Recipient's personal data for the purpose stated in the consent. Withdrawal has no effect on the contractual relationship between the Provider and the Recipient. The Provider may continue processing the Recipient's personal data if it has a legal grounds for such processing. Withdrawal of consent

does not affect the legality of processing based on consent granted before it was withdrawn.

**XIII.3.2. Extent and Source of the Processed Personal Data**

The Provider processes the Recipient's personal data to the extent necessary to meet the above purposes, during which time it chiefly processes the Recipient's identification and contact details (such as the name, surname, date and place of birth, birth certificate number, residential address, contact address, citizenship, telephone number, email address, type, number and validity of ID documents, Company ID No. and Tax ID), data obtained in relation to the assessment of money laundering and terrorism financing risks, data regarding creditworthiness, credibility and payment discipline, including socio-demographic data and data about the economic situation (e.g. age, sex, marital status, education, where and how the person lives, the number of persons in the household, household income and spending, information about the method of securing regular income, information about ownership rights to things, information about membership in business corporations or associations), information obtained in relation to the provided products (e.g. the type of contract, contract term, manner of securing the contract, due date, value of provided financing, purpose of financing, status of receivables and debts towards the Provider), correspondence and other communication with the Recipient as the data subject, and information of a business and marketing nature. The Provider obtains personal data directly from the Recipient, from publicly available sources, from its own activities or from third parties, e.g. from the Dun & Bradstreet Czech Republic, a.s. Company. (more information about this company and its processing of personal data can be found at [www.dnb.com/cs-cz/privacy](http://www.dnb.com/cs-cz/privacy)) or in the register as described below.

**XIII.3.3. Period of Personal Data Processing**

**a)** Personal data shall be processed by the Provider as long as the purpose for processing persists. Even in the case of termination of the contractual relationship with the Provider, other legal grounds for processing of the Recipient's personal data may persist (e.g. the obligation of the Provider to meet legal requirements, protection of the rights and legally protected interests of the Provider, data subjects or third parties). For instance, the Recipient's personal data may be retained for the statutory period for the purpose of archiving or for the purpose of performance of the obligations stipulated by special laws and regulations (e.g. Act No. 253/2008 Coll., on certain measures against money laundering and terrorism financing, as amended, or Act No. 257/2016 Coll., on consumer loans).

**b)** In the case of processing personal data subject to the Recipient's consent, the period of processing is stated in the text of the consent. In the case of consent granted for marketing purposes, the consent is granted for the duration of the Agreement and for the period of another one year from termination of the last contractual relationship concluded between the Recipient and the Provider.

**c)** Recordings of incoming and outgoing telephone calls between the Recipient and the Provider, essential for protection of the Provider's rights are stored for a period of 5 years from the time they took place.

**XIII.3.4. Recipients of Personal Data**

**a)** The Recipient's personal data is mainly disclosed to the Provider's employees in relation to performance of their work duties, during which the personal data of clients are handled, but only in the extent necessary in specific cases and while observing all security measures. In addition to this, the Recipient's personal data may be shared with third parties taking part in the processing of clients' personal data; alternatively, this personal data may be disclosed for another reason in accordance with relevant laws and regulations.

**b)** The Provider may especially disclose the Recipient's personal data within the terms of meeting the obligations set out by special laws and regulations, whereas public authorities, especially law enforcement authorities, courts, enforcement agents, supervisory bodies, and other authorities may be the authorised

entities. Furthermore, the Provider may disclose the Recipient's personal data to parties it uses to meet its contractual obligations under a contract with the Recipient, or to entities the Provider uses to protect their rights and legally protected interests. The Provider may therefore task third parties (processors) to process the personal data of the Recipient. The recipients of personal data are mainly insurance companies, the Provider's brokers/sales agents, companies by means of which the Provider recovers its receivables, legal offices, advertising agencies, forwarding agencies, printing companies, providers of the Provider's information systems and companies in the Raiffeisen Group (particularly Raiffeisenbank a.s., Raiffeisen Broker, s.r.o., Raiffeisen stavební spořitelna a.s., Raiffeisen investiční společnost a.s., Raiffeisen-Leasing International Gesellschaft m.b.H., Raiffeisen Bank International AG, Raiffeisen-Leasing GmbH).

**c)** On the basis of the Recipient's consent, the Provider may provide the Recipient's personal data to selected partner companies, for processing for marketing purposes. The list of partner companies is available at [www.rl.cz](http://www.rl.cz).

**d)** On the grounds of its legitimate interest and to meet its legal obligations, the Provider also shares personal data related to the Recipient's payment discipline with the CNCB - Czech Non-Banking Credit Bureau, z.s.p.o. (hereinafter the "**CNCB**"), which operates the Non-banking register of client information NRCI (hereinafter the "Non-banking register of client information NRCI" or the "NRCI") (the details are contained in the Information Memorandum).

**e)** If the contractual relationship between the Recipient and the Provider is related to the Recipient's participation in a grant programme, the Provider, for the purpose of execution and due performance of the Agreement and based on its legitimate interest, shares the Recipient's personal data with the entity providing the grant to the Recipient (e.g. Národní rozvojová banka, a.s., Podpůrný a garanční rolnický a lesnický fond, a.s.).

**f)** If it is necessary to share or process the Recipient's personal data as part of cooperation with third parties, and unless the authorisation to process results arises from applicable laws and regulations, the Provider shall enter into a data processing agreement with these subjects. These processors shall meet the Provider's requirements for observing the purpose of processing and the technical and organisational security of personal data, with the Provider regularly monitoring whether their obligations are being met. In these cases, the same rights are guaranteed to the Recipient as if the Provider itself performed the processing. By handing over the personal data to other processors, the Provider does not relieve itself of the liability for the personal data processing. If the Recipient is not satisfied with how its personal data is processed, it may object to the Provider against such processing.

### **XIII.3.5. Processing of Personal Data Necessary for Creditworthiness Assessment– Collaboration with the NRCI**

**a)** To ensure effective performance of obligations, especially those resulting from consumer protection laws and regulations in relation to the provision of consumer loans, and for the purposes of protecting the Provider's interest in the provision of loan products only to credible and creditworthy clients, the Provider secures and processes personal data necessary to assess creditworthiness; for this purpose, the Provider uses the Non-Banking Register of Client Information NRCI maintained by the CNCB.

**b)** Within the terms of the NRCI, information is processed which non-banking credit institutions share among themselves regarding contractual (loan) relationships between such entities and their clients and which, individually or in their sum, indicate the creditworthiness or credibility of the clients of non-banking credit institutions.

**c)** In relation to the Provider's participation in the NRCI, the Provider processes, enters into the NRCI, and obtains from the NRCI the following personal data of the Recipient:

- identification personal details;
- data about whether a contractual relationship has or has not been established between the Recipient and the Provider;
- information about the Recipient's financial obligations and about fulfilment of these obligations by the Recipient;
- data about the security of the Recipient's obligations;
- information indicating whether receivables have been assigned in relation to the Recipient;
- information about the Recipient's creditworthiness and credibility (or payment discipline), which the Recipient provided to the Provider or which the Provider obtained about the Recipient in relation to performance or failure to perform the relevant contractual relationship.

**d)** This data may also be provided to the users of the Banking Register of Client Information ("**BRCI**"), which is operated by the CBCB – Czech Banking Credit Bureau, a.s. as part of mutual information sharing between the NRCI and BRCI regarding the creditworthiness, credibility and payment discipline of clients, with the purpose of enabling (even repeated) assessment of creditworthiness, credibility and payment discipline in relation to the contractual relationships between the Recipient and the users of the NRCI and/or the BRCI.

**e)** The legal basis for the processing of clients' personal data in the NRCI is (a) the fulfilment of legal obligations in cases when a consumer loan is provided to a natural person, (b) legitimate interests of creditors, especially in the provision of loan products only to creditworthy and credible clients, (c) consent with the processing of personal data in the case of persons representing clients or clients' owners. The legal basis for the processing of information (personal data) as part of mutual exchange of information between NRCI and BRCI users regarding the creditworthiness, credibility and payment discipline of clients is (a) fulfilment of the legal obligations of banks and credit institutions when a consumer loan is provided to a natural person, (b) the legitimate interest of banks and credit institutions, and (c) consent with the processing of personal data in the case of persons representing clients (legal entities) or owners of clients (legal entities).

**f)** All information relating to the NRCI, participation of credit institutions in the NRCI, processing of personal data of credit institutions' clients in the NRCI, mutual information exchange between NRCI and BRCI users as well as information about all rights of clients of credit institutions in relation to the NRCI or mutual information exchange between NRCI and BRCI users is stated in the Information Memorandum of the Non-Banking Register of Client Information (including basic information about the mutual exchange of information with the Bank Registry of Client Information).

### **XIII.3.6. Manner of Personal Data Processing**

**a)** The Provider especially uses personal data obtained directly from the Recipient. In certain cases, e.g. during assessment of creditworthiness, this data is not sufficient, which is why the Provider also uses information from external sources. These sources chiefly include publicly accessible registers: the Commercial Register, the Register of Business Entities, Insolvency Register, professional registers etc. The Provider may also obtain personal data from third parties (e.g. from an insurance company, entities providing grants to the Recipient or the CNCB). Under all circumstances, however, the Provider carefully protects the Recipient's personal data and has internally set rules in place for handling personal data, which are regularly inspected by the Provider. All persons who come into contact with this data as part of their duties (either as employees, processors or other controllers) are bound by the duty of confidentiality and are regularly trained on personal data protection. The Provider regularly reviews and consistently enforces compliance with the data protection standards.

**b)** To meet the above purposes, the Provider shall process the personal data both manually and automatically.

**c)** As part of provision of the Provider's services, so-called profiling may occur, which is a form of automated personal data processing consisting of the personal data's use to assess certain personal aspects relating to a natural person. A request for the financing of a vehicle may be approved on the basis of automated decision-making, if this is essential for conclusion of the Agreement. After the Recipient provides the information necessary to assess the request for the financing of a vehicle, the Recipient's creditworthiness is automatically checked on the basis of data entered by the Recipient, data from the Provider's database and data obtained from registers, which allows a fair and responsible decision to be made regarding the Recipient's request. The request is only approved if the Provider does not find any issues with repayment of the Recipient's previous debts or other negative information. If the request is not approved on the basis of automated inspections, the Provider's representatives examines it (this means that the application for funding is not automatically refused without human intervention). The used methods for approving applications are regularly verified in order to assure that they remain fair, effective and objective. The Recipient is always entitled to express an opinion of the results of individual automated decisions, including profiling, and to contest the specific decision by means of the Provider's contact information given on [www.rl.cz](http://www.rl.cz).

#### **XIII.3.7. The Recipient's Rights as the Data Subject**

**a)** Within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, the General Data Protection Regulation, the Recipient is entitled to request information about the purpose of personal data processing, information about the extent of the processed personal data and the categories of such data, including information about the source from which the personal data was obtained, the planned processing time, whether automatic decision-making takes place, including profiling, and information about potential recipients or categories of recipients of personal data. The Recipient is also entitled to demand rectification or erasure of personal data, if this is incorrect or if the purpose of its processing ceased to exist.

**b)** If personal data is transferred to a third country or to an international organisation, the Recipient is entitled to be informed about suitable security guarantees relating to the transfer.

**c)** The Recipient is entitled to obtain from the Provider personal data concerning it and which it provided to the Provider on the basis of its consent or for the purposes of entering into the Agreement. At the Recipient's request, the Provider shall, without undue delay, provide such data in a structured, commonly used and machine-readable format. This right does not apply to data which is not processed automatically.

**d)** If the Recipient deems that the processing of personal data is in violation of the protection of its private and personal life or in breach of applicable laws and regulations, it is entitled to raise an objection, demand explanation and rectification of such state of affairs, especially to demand restriction of the processing, rectification, addition or erasure of its personal data. If the Recipient deems that unauthorised processing of its personal data is taking place, it may contact the Provider or file a complaint with a supervisory authority, which is the Personal Data Protection Office in the Czech Republic ([www.uoou.cz](http://www.uoou.cz)).

### **XIV. GENERAL PROVISIONS**

#### **XIV.1. Delivery of Notices**

**XIV.1.1.** Unless stipulated otherwise in the Agreement, any document of the Provider sent to the Recipient is considered delivered:

- a)** on the 10<sup>th</sup> day after the document was sent by the Provider, if it was sent through a postal license holder, even if it later returned to the Provider as undeliverable from any reason, especially if the postal license holder attached a note to it about it being non-deliverable due to the addressee being unknown at the provided address or having moved without providing a new address;

- b)** the moment it entered the sphere of the Recipient's disposal if delivered through another party than those set out in Sub XIV.1.1.a);
- c)** upon being sent by the Provider if sent by electronic mail (email).

**XIV.1.2.** For the purposes of delivery, the Recipient's address shall always be:

- a)** for cases set out in Sub XIV.1.1.a) and XIV.1.1.b) the Recipient's address given in the heading of the Agreement, unless the Recipient informs the Provider, provably in writing and by registered mail, of another address;
- b)** in cases given in Sub XIV.1.1.c), the Recipient's email address given in the application for provision of funding, unless the Recipient demonstrably provides another address to the Provider in writing.

**XIV.1.3.** For the purpose of the Agreement, it is agreed that a legal act by the Provider is considered made in writing even if it is made electronically by email message sent to the Recipient, to the email address provided in accordance with the provisions of Sub XIV.1.2.b).

**XIV.1.4.** Within the meaning of Section 26 of Act No. 235/2004 Coll., on value added tax, as amended, the Recipient grants the Provider its consent to use of electronic invoices. The Recipient agrees that invoices issued by the Provider be sent to it only electronically to the email address stated on the Provider's form designated for such purpose, or, if such form was not completed by the Recipient, to the email address stated in the request for provision of financing, unless the Recipient subsequently demonstrably provides the Provider with another email address.

#### **XIV.2. Governing Law and Dispute Resolution**

**XIV.2.1.** The rights and duties not explicitly regulated by the Agreement and the GTC and all legal issues concerning the relationship between the contracting parties, are governed by the law of the Czech Republic, particularly Act No. 257/2016 Coll. on consumer loans, as amended (hereinafter the "CLA") and the CC.

**XIV.2.2.** Potential property disputes between the contracting parties, arising from this Agreement and in relation to it, shall be judged by the general courts of the Czech Republic

#### **XIV.3. Form and Appearance of Contractual Documents**

**XIV.3.1.** The Agreement, its annexes and addenda and all related documentation (particularly security instruments) may be concluded in electronic form, in addition to physical form, (using electronic signature means) within the terms of remote communication by the method that the Provider determines for the purpose of concluding the relevant documents; such documents are considered actions taken in writing.

**XIV.3.2.** In the case of conclusion of contractual documents by the method according to XIV.3.1, the relevant contractual document is concluded at the time of electronic signature by the Provider and the Recipient (possibly also using an authorisation SMS code). In the case of conclusion of contractual documents by the method according to XIV.3.1, the Recipient receives the contractual documents only electronically. If there is a difference between the date of the signature on any contractual document and the date the electronic signature is assigned, the date the electronic signature is assigned has precedence (this date is considered the date of signature)

**XIV.3.3.** For the purpose of concluding contractual documents by the method according to XIV.3.1, the Provider will use the Recipient's email address and telephone number given in the application for financing for communicating with the Recipient (particularly for sending the relevant links to access and sign documentation), unless the Recipient provably notified the Provider of other contact information; in the event of any changes to any contact data, the Recipient is required to immediately inform the Provider of these.

**XIV.3.4.** Contractual documents concluded by the method according to XIV.3.1 and related documents are considered delivered at the moment the email message containing the respective documents and/or notification and link to the respective documents is sent. The Recipient

shall always immediately acquaint itself with the content of any message delivered to it by the Provider, including messages delivered by means of third parties.

**XIV.4.** In the event of conclusion of contractual documentation according to Sub XIV.3.1, the Recipient will be authenticated and identified (including the Recipient's identification within the meaning of Act No. 253/2008 Coll., on some measures against money laundering and terrorism financing, as amended, if this is required in the specific case), usually carried out also electronically (e.g. by means of the Recipient's bank identity).

**XV. FINAL PROVISIONS**

**XV.1.** Amendments may only be made to the Agreement or the GTC on the basis of an agreement between both parties. The Agreement to amend the Agreement or VUP must be executed in writing, otherwise it is invalid; any other form than written form is ruled out.

**XV.2.** The provisions of Sub XIV do not apply if the Agreement or GTC are amended on the basis of circumstances or a unilateral legal action specified in the

Agreement or GTC. In such case, the Provider shall notify the Recipient of such amendment of the Agreement within a reasonable time frame.

**XV.3.** The provisions of Section 1816(1) of the CC are not applied; this is without prejudice to the relevant provisions of the CLA concerning the effect of withdrawal from a supplier contract on the duration of the Agreement. The Recipient surrenders its rights according to Section 1793(1) of the CC and agrees with the Agreement and its rights and duties arising from it. The provisions of Section 1740(3) of the CC are not applied for the purpose of the Agreement or in relation to it.

**XV.4.** The GTC are an integral part of the Agreement and are, in accordance with the provisions of Section 1751 (1) of the CC, binding for the relationship between the Provider and the Recipient pursuant to the Agreement.

**XV.5.** Express provisions of the Agreement shall have precedence over different GTC provisions.

**XV.6.** By signing this Agreement, the Recipient confirms that it was acquainted with the GTC, agrees with their content and undertakes to comply with them.

**The place and date of signature of the GTC is the same as the date and place of signature of the consumer loan contract, to which the GTC are attached, by the Recipient.**

**By signing, the Recipient confirms that it was acquainted with the GTC, agrees with their content and undertakes to comply with them.**

**The Recipient hereby simultaneously explicitly confirms, within the meaning of the provisions of Section 1753 CC, that it was specifically informed by the Provider of the following provisions of the GTC, these being:**

- VVI.6.3 (the Provider's entitlement concerning payments)
- X.2(the Recipient's consent to assignment of the Agreement by the Provider)
- XI (fees),
- XII (sanction provisions)
- XIII.3(information and instructions regarding personal data processing)

**that it was acquainted with them and their meaning was explained to it and that it explicitly accepts them.**

Signature of the Recipient