

ING Channel Agreement



This ING Channel Agreement is dated 13-Feb-2025 and is made between

The Client

Name and legal status	České dráhy, a.s.
Registered address	nabrezi Ludvika Svobody 1222 110 15 Praha 1 Czech Republic
GRID ID	3655 3089
Additional information	

ING

Name and legal status
Registered address
Trade register no. and city
Additional information

It is agreed as follows:

1.

Subscription

The Client herewith subscribes to the ING Channel(s) and domain(s), if applicable, as included in Appendix 1 (Setup details) hereto as offered by ING.

2.

Subscription options

The options, authorities, limits and Accounts that apply to the subscription are included in Appendix 1 (Setup details) hereto. The Client can amend these Setup details through the relevant form and/or functionality provided by ING. In the event of a conflict, the last received amendments by ING will prevail.

3.

Corporate Administrator

For the use of an ING Channel the Client may appoint a Corporate Administrator, who is a User with the authority to appoint other Users in the manner and form as indicated or approved by ING.

4.

Fees and expenses

The use of an ING Channel is free of charge unless the ING Channel and/or related services are specified in ING's Tariff Brochure. If applicable, the Client authorises ING to debit all applicable costs, fees and charges for the use of an ING Channel and/or related services from the account specified as billing account in Appendix 1 (Setup details).

The Tariff Brochure is available at <https://www.ingwb.com/en/service/payments-and-collections/tariffs-and-conditions>.

5.

Terms and conditions

The ING Channel Conditions, the Privacy Statements of the ING Offices and ING's Tariff Brochure apply to this Agreement and the Services provided hereunder. Words and expressions defined in the ING Channel Conditions shall have the same meaning when used in this Agreement, unless defined otherwise herein.

The ING Channel Conditions are available at, and hereby provided via <https://www.ingwb.com/channel-conditions>.

The Privacy Statements of the ING Offices are available at, and hereby provided via <https://www.ingwb.com/en/service/privacy-statements/privacy-statement>.

By signing this Agreement the Client confirms that it accessed and read the above mentioned documents and conditions and acknowledges and agrees that these documents and conditions are binding upon the Client. The Client agrees that Service Documents (including any amendments thereto) and all documents, information and/or conditions as referred to therein may be provided to the Client by electronic means via the ING Channel. ING shall inform the Client of any amendments to such documents and conditions via the ING Channel by sending the relevant amendments to the User(s). Any amendments communicated by ING via the ING Channel will be deemed to have been received by the Client.

The Agreement is entered into subject to the condition precedent that the client successfully completes ING's onboarding procedure (if applicable).

Signature page to follow

Appendix 1: Setup details

1.

Generic information

Corporate Administrators may change below subscription details.

Subscription details

Subscription ID	
Subscription name	Ceske drahy a.s.
Billing account	CZ39 3500 0000 0010 0049 4308

2.

Domains and ING Channels

Present and future products and services available in an ING Channel are eligible to use if the associated domain is active in the subscription. An active domain will not give access to associated products and services for which duly signed agreements between the Client and ING are required. Corporate Administrators cannot (de)activate domains and/or ING Channels.

Domains

✓	Domain Account reporting and payments
✓	Domain Cash management
✓	Domain Trade finance
✓	Domain Financial markets
✓	Domain Lending services

ING Channels

✓	InsideBusiness Portal
✓	InsideBusiness Payments
×	InsideBusiness Payments CEE
×	InsideBusiness Trade
×	ING Trade

2.1.

InsideBusiness Payments - Generic setup

Joint signature scheme	A + A or A + B (in any order) In case of joint signing, a payment requires two A signatures or an A and a B signature. A user can have both an A and a B signature, but is never allowed to sign twice for the same payment.
Sign permission limits apply to	Total amount of batch

3.

User groups

	Name	User group ID	Type	Users
3.1	Admin and standard	[REDACTED]	Administrator and standard	3

3.1

User group - Admin and standard

User group type is Administrator and standard: all users in this user group can have Corporate Administrator permissions and standard permissions, including transactional permissions. Corporate Administrator(s) cannot change Corporate Administrator permissions.

3.1.1

Admin and standard - Users

The Client (acting on its own behalf or with the authority of a third party) appoints the following natural person(s) as Corporate Administrator(s) to perform such acts as explicitly mentioned in Appendix 2 (Corporate Administrator), and as User(s) and grants them a power of attorney regarding the ING Channels and domain(s), if applicable, as mentioned under paragraph 2, in accordance with and subject to the ING Channel Conditions:

Users

User ID First name Surname Display name Date of birth Email	[REDACTED]
User ID First name Surname Display name Date of birth Email	[REDACTED]
User ID First name Surname Display name Date of birth Email	[REDACTED]

3.1.2

Admin and standard - Companies

Name	Country of residence	GRID ID
České dráhy, a.s.	Czech Republic	[REDACTED]

3.1.3

Admin and standard - Application permissions

Corporate Administrator

- ✓ View administration and manage account alias
- ✓ Initiate administration changes
- ✓ Jointly sign administration changes

Corporate Administrator

- × Single sign administration changes

InsideBusiness App

- ✓ Use InsideBusiness App with all features
- ✓ Use InsideBusiness App mToken

Services

- ✓ View and initiate standard requests
- ✓ Manage InsideBusiness Portal and Payments accounts

InsideBusiness Payments

- ✓ Access InsideBusiness Payments
- ✓ Create reporting templates
- ✓ Download reporting
- ✓ Initiate transactions
- ✓ Manage address book
- × View confidential transactions
- × View uploaded files

Account reporting

- ✓ View reporting via InsideBusiness App
- ✓ View proof of payment and SWIFT gpi
- ✓ View incoming direct debits
- × Refuse and refund incoming direct debits
- ✓ View transaction services reports

3.1.4

Admin and standard - Account permissions

InsideBusiness Payments – Signature specifics

Joint signature scheme	A + A or A + B (in any order) In case of joint signing, a payment requires two A signatures or an A and a B signature. A user can have both an A and a B signature, but is never allowed to sign twice for the same payment.
Sign permission limits apply to	Total amount of batch



Icon legend: View reporting, View payments, Initiate, Upload, Reject

Account details				Single signature S	Joint signature A	Joint signature B
České dráhy, a.s. CZ39 3500 0000 0010 0049 4308 CZK / INGBCZPP Current account		Credit transfers			Unlimited	
		Direct debits				
České dráhy, a.s. CZ51 3500 0000 0013 3049 4300 EUR / INGBCZPP Current account		Credit transfers			Unlimited	
		Direct debits				

Signature page to follow

Appendix 2: Corporate Administrator Power of Attorney

(This appendix 2 refers to users in user groups who are appointed as Corporate Administrators)

With this Power of Attorney ('PoA') the client (acting on its own behalf or with the authority of a third party) appoints a natural person as its Corporate Administrator (CA) to perform such acts as explicitly granted below.

This PoA may be relied upon by ING Bank N.V. and/or any of its direct or indirect (local and foreign) subsidiaries, affiliates and/or branches ('ING').

By this PoA the client appoints and authorises the natural persons indicated as Corporate Administrator as specified in the ING Channel agreement setup details, as amended from time to time, (each a 'CA') and subject to the conditions in clause 5, to perform for and on behalf of the client and/or a third party that authorised the client with a PoA (including their foreign branches) and in its/their name each of the following acts:

1. Appoint Users

Appoint one or more natural persons (electronically through a channel or otherwise) as user ('User') (without the right of substitution) and amend and revoke any authorisation accordingly, to perform, within certain limits if any, transactions and/or receive statements, reports and information (as specified in the ING Channel agreement setup details), whether or not the CA itself is empowered to perform such acts;

2. Manage Accounts, Products and Services

Add, modify or remove to/from its ING Channel(s):

- the Client's accounts or any other products or services; and/or
- A third party's accounts or any other products or services (to the extent that the Client has received authority thereto based on an authorisation granted by that third party); and

provide (electronically) to any User any means of access to channels and authorisation tools to give instructions to ING and to activate any of those;

3. View Administration

View administration, including audit trail on administration changes, for the ING Channel(s) and domain(s), if applicable, as specified in the ING Channel agreement setup details;

4. Specific acts

Perform any of the specific acts as specified in the ING Channel agreement setup details, as may be amended from time to time.

5. Conditions

This PoA is subject to the following conditions:

- 5.1 Each CA is fully competent to severally perform all acts hereunder unless otherwise specified in the ING Channel agreement setup details. This PoA shall apply irrespective of what is recorded in any public register in respect of a CA.
- 5.2 The CA may sign and execute any further agreements and documents and perform any further acts it deems necessary or desirable for the proper implementation of the acts specified in this PoA or the ING Channel agreement setup details, including, without limitation, supplying information, sending and receiving notices, consenting to and executing amendments, accession and resignation agreements.
- 5.3 The Client will at ING's request ratify and confirm all acts performed by any CA and/or any User by virtue of this PoA.
- 5.4 The Client shall promptly and duly enter into any such further agreements, execute all such other documents and instruments and do all such acts and things as ING may reasonably require in order to give effect to the provisions of this PoA or any PoA granted to any User.
- 5.5 The Client will indemnify ING and keep ING indemnified against any and all costs, claims and liabilities which ING may incur as a result of ING relying on this PoA or any power of attorney granted to any User.

- 5.6 This PoA shall remain in full force and effect until such time as ING shall be notified by the Client in writing (or if possible: through an ING channel) that the PoA has been revoked. ING may continue the execution of any instruction that has been given to ING by, or through, the CA before or shortly after ING has received notification of the revocation of this PoA if ING cannot reasonably prevent the execution thereof.
- 5.7 If any PoA granted to a CA has been revoked, any PoA granted by that CA to any User before such revocation shall remain in full force and effect unless expressly specified otherwise by the Client.
- 5.8 This PoA is governed by the laws of the country of incorporation of the Client as specified above. If and to the extent that the CA acts on behalf of a third party, this PoA will be governed by the laws of such third party, in relation to acts on behalf of such third party.

Signature page to follow

Appendix 3: Country specific provisions

The following additional country specific conditions are applicable to this Agreement and the Services provided hereunder by the ING Office(s) in/from the relevant jurisdictions.

Czech Republic (ING Bank N.V., Prague Branch)

Explicit acknowledgement and agreement

The Client expressly accepts ING's right to unilaterally amend the ING Channel Conditions and the Tariffs and Tariff Brochure in the way set out for this purpose in Clause 2.2 (availability and amendments) and Clause 7.1 (fees and expenses) of the ING Channel Conditions (or in Clauses with similar content that will supersede those Clauses in the future). The Client furthermore expressly accepts the provisions set out in Clauses 3.4 (ING not liable in case of loss and/or damage of any system), 4.1.g (Authorisation Instrument safe), 4.1.h(i) (Client notifies ING in case of loss/theft/unauthorised use of Authorisation Instrument), 4.2 (blocking of Authorisation Instrument), 6.4 (change of PoA), 8 (liability), 9.1.e (ING's right to terminate), 9.1.f (consequences of termination), 10 (transfer of rights and obligations), 11 (processing of information and bank secrecy), 12 (personal data protection), 13.3 (ING's right to subcontract) and 14 (applicable law and disputes) of the ING Channel Conditions; and Clauses 1.2, 1.4-1.7 and 1.8.e (InsideBusiness Portal) and 5.b (InsideBusiness Payments CEE Czech Republic) of Annex 1: Channel Specific Provisions of the ING Channel Conditions (and also provisions set out in Clauses with similar content as the above Clauses that will supersede the above Clauses in the future).

The Client may issue or deliver service requests in relation to Products and/or Services in electronic form, e.g. as an attachment to a registered service request or to deliver instructions for legal acts made in written or stricter form. In such case, the relevant instruction shall be deemed to be duly delivered to the other party at the moment an electronic copy of that instruction is being delivered to that other party via the relevant Channel.

The Client and ING agree that the last sentence of Clause 5. Terms and Conditions of the Agreement: *"The Agreement is entered into subject to the condition precedent that the Client successfully completes ING's onboarding procedure (if applicable)."* shall not apply.

The Client shall be obliged, subject to the duty to publish this Agreement in the register of contracts in accordance with act No. 340/2015 Coll., Act on Register of Contracts, as amended, to publish this Agreement in the register of contracts within 15 Business Days from the execution of this Agreement. The Client shall prove to ING the publishing without any delay after it is done. In case that the Client does not do the above publishing, it shall be obliged to indemnify ING for any damages connected with it.

Signature page to follow



Signed on behalf of

The Client

Full name

City, Date

Signature

Full name

City, Date

Signature

ING

Full name

City, Date

Signature

Full name

City, Date

Signature
