

## **FRAMEWORK AGREEMENT**

Concluded, as of the day, month and year defined below, by and between:

**Citfin – Finanční trhy, a.s.**

With its Registered Office in Prague 5 at Radlická 751/113e, Postal Code: 158 00

Company ID: 25079069

Tax ID: CZ25079069

Registered in the Commercial Register maintained by the Municipal Court in Prague in File B 4313 (hereinafter referred to as the “Citfin Company”)

and

.....

Natural person - consumer:

Name and surname:

Address:

Personal ID number:

Natural person - entrepreneur:

Name and surname:

Address:

ID number:

Legal entity

Name:

Address:

registered in the Commercial Register maintained by the ..... in File .....  
(hereinafter referred to as the “Client”)

The Identification Data of the Client is stated in Appendix 1 to this Framework Agreement.

### **1. Subject of the Framework Agreement**

- 1.1. The Citfin Company by this Framework Agreement is committed to providing the Client with the below-described performance and the Client agrees to accept the agreed performance and pay the agreed consideration for it, all under the conditions set out in this Framework Agreement and in the General Business Terms. Unless stated otherwise in this Framework Agreement, the terms with the capital initial letter used in this Framework Agreement have the meaning defined in the GBT.
- 1.2. Citfin will provide the Client with the following performance:
  - a) The conducting of Exchange Trades, i.e. the purchase or sale of a foreign currency for a domestic currency or the purchase or sale of a foreign currency for a different foreign currency
  - b) The conducting of Payment Transactions / the transfer of the client’s funds in domestic or foreign currency to other bank accounts
  - c) The conducting of Payment Transactions / the receiving of the client’s funds in domestic and foreign currencies from other bank accounts.
- 1.3. The General Business Terms (hereinafter referred to as the “GBT”) which contain the detailed stipulation of the terms of the contractual relationship, the rights and obligations of the parties and the conditions of the agreements concerning the specific sub-contracts and trade-offs between the parties, constituting an integral part of this Agreement, such as is defined in Appendix 2. The Client represents that it was made familiar with the GBT prior to the date of the signature of this

Agreement, fully understands its content, and undertakes to respect them fully and inclusively. The Client also undertakes to familiarise it/him/her/self with any change to or update of the GBT, acknowledges that the GBT can be changed in the manner defined in the GBT and undertakes to fully and unconditionally adhere to any new version of the GBT.

## **2. Means of Communication**

- 2.1. The contractual parties undertake to conduct all communication between them only and exclusively in the manner defined by the GBT for the specific circumstance. When the GBT require communication by mail the parties are obliged to send their mutual correspondence to the delivery addresses stated in the GBT or as defined in Appendix 1 to this Framework Agreement. In cases in which the GBT allow for communication by telephone and/or e-mail, the parties undertake to utilise the telephone numbers or e-mail addresses that are also listed in the GBT or those listed in Appendix 1 to this Framework Agreement that are applicable.
- 2.2. The parties have agreed that in special circumstances specified in the GBT they may communicate mutually electronically by utilising the Bankservis application, in accordance with the GBT. The Order for the administration of electronic communication constitutes Appendix 3 to this Framework Agreement. The Client is entitled to authorise another individual to utilise the Bankservis application, taking advantage of the Order for the administration of electronic communication that constitutes Appendix 3 to this Agreement. The Client is entitled to authorise another person to use the Bankservis application, namely in Appendix No. 1 to this Framework Agreement and command the administration of electronic communication, which forms Appendix No. 3 of this Framework Agreement.

## **3. Bank Accounts**

- 3.1. The list of Independent accounts (as they are defined in the GBT) of the Citfin Company, on which the Client shall execute Payment transactions, is listed at [www.citfin.cz](http://www.citfin.cz) and forms separate Appendix No. 5 of this Framework Agreement.
- 3.2. The list of Client accounts maintained with banks or savings associations are listed in Annex 1 of this Framework Agreement. By signing this Agreement, the Client declares that he is the owner of all bank accounts that he indicated in Annex 1 of this Framework Agreement. The company Citfin is entitled to request confirmation that proves this fact (e.g. Account Agreement) and is authorised to make a copy of this certificate.

## **4. Authorised Persons**

- 4.1. A list of the persons authorised to act on behalf of the Client and their specimen signatures constitute a section of Appendix 1 to this Framework Agreement. The consent of the authorised person and a specimen signature is part of Appendix No. 3 to this Framework Agreement.

## **5. Financial considerations, Deposits**

- 5.1. Performance consisting of Exchange transactions (according to the relevant article of the GBT) shall be provided to the Client by Citfin free of charge.
- 5.2. The Parties agree on the amount of the Initial Deposit (as this term is defined in the GBT) as ... % of the Exchange Amount (as this term is defined in the GBT).
- 5.3. At the same time, the Parties agree on the initial amount of the Threshold Cover (in accordance with the definition of the term in the GBT) as ... % of the current market value of transactions undertaken but not yet settled.
- 5.4. The Client acknowledges and agrees in accordance with the GBT that the company Citfin is entitled to debit funds from the Payment Account held by the company Citfin for the Client without the Client's consent for the purpose of the payment of fees for services in accordance with the Rate Schedule available on [www.citfin.cz](http://www.citfin.cz) and/or pursuant to this Framework Agreement and in other cases according to the GBT.

- 5.5. The performance consisting of the execution of the Payments for the obligations of the Client in a local or a foreign currency (as this term is defined in the GBT) will be rendered by Citfin for the Client for a consideration, the amount of which will be dependent on the type of bank fee required and the manner of Payment or, if applicable the speed of the payment system determined by the Client.
- 5.6. The price for the execution of Payment transactions from the account of the Client to third parties in a foreign currency in the Czech Republic or for the execution of Payment transactions from the customer's account in any currency abroad in case of using the method of SHA pricing is set at .....% from the amount of the Payment transaction, a minimum of..... CZK and a maximum of ..... CZK.
- 5.7. If the agreed method of pricing is OUR or if the Client has specific requirements regarding the speed of the executed Payment transaction on the Client's account or the type of Payment, the amount of the payment will be determined according to the current Rate Schedule of the company Ciftin valid for the trade date and located on the company's website www.citfin.cz.
- 5.8. In the event that the Payment order is entered by Phonebanking, the Citfin Company is entitled to charge the Client a fee for the processing of the payment order in the amount of CZK .....
- 5.9. The parties always agree on the method of pricing, or the desired speed of the execution of the Payment transaction for each individual case in the Payment order.
- 5.10. The performance consisting of conducting the collection – i.e. receiving the remittances from abroad, (according to the relevant article of the GBT) will be rendered by Citfin for a consideration, the amount of which shall be CZK .... for each Payment collected and credited to the Individual account of Citfin in favour of the Client.

## **6. The Client's Categorisation and Rating**

- 6.1. The Client is as of the date of signing this Framework Agreement categorised as “confirming that
  - a) s/he was acquainted with its categorisation as a "non-professional / professional" Client in accordance with Act No. 256/2004 Coll., On Capital Market Business (hereinafter “CMA”). By signing the Framework Agreement, the Client confirms that s/he was also informed about the conditions of this categorisation;
  - b) s/he was acquainted with the assessment of the reasonableness of the services provided by Citfin;
  - c) s/he filled in the "Investment Questionnaire", which forms Appendix No. 4 to this Framework Agreement;
  - d) s/he understands that Citfin does not provide investment advice to him/her.

## **7. Declaration in Connection with Forward Trades**

- 7.1. The Client declares that:
  - a) it has been comprehensively informed in detail by Citfin concerning the essential details of Forward trades (currency forwards and currency swaps), their advantages and hazards, the system of trading, including the detail that a forward trade is closed at the moment of a verbal telephone agreement concerning the conditions of the Forward trade,
  - b) it is aware of all the potential hazards resulting from Forward trading, in particular in regard to the possibility of unfavourable developments of the rates (as opposed to the conditions agreed-upon at the time of the closing of the Forward trade), that Citfin is unable to influence and for which it cannot bear any responsibility,
  - c) s/he undertakes to fully respect and without any reservation fulfil all the responsibilities resulting from the agreement concerning Forward trading and stipulated in the GBT.

- 7.2. The Client undertakes, within the scope of the meaning of Article 7.1, to instruct and to hold the persons listed in Appendix 1 hereto, who will be authorised to close Forward trades on behalf of the Client, to their obligations.

### **8. Other Specific Conditions**

- 8.1. The Contracting Parties have agreed on the following changes, modifications and/or amendments to the GBT, as described below:

This point of the Framework agreement was not negotiated.

### **9. Final Provisions**

- 9.1. This Framework Agreement shall come into force and become effective as of the date of its signature by both the contractual parties. This Framework Agreement supersedes all prior agreements, in addition to any agreements that have been concluded prior to the date of the signing of this Framework Agreement between the Client and the Citfin Company. This Framework Agreement is concluded for an indefinite period and may only be terminated under the conditions defined in the GBT.
- 9.2. This Framework Agreement is prepared and signed in 2 (two) copies, one for each of the contractual parties.
- 9.3. This Framework Agreement is governed by the laws of the Czech Republic. Any disputes between the Parties arising out of or in connection with this Framework Agreement will, if possible, be settled amicably. If the amicable solution is not reached, the general courts of the Czech Republic, locally competent under the GBT, will be competent to resolve any disputes (according to the relevant GBT article)..
- 9.4. The Contracting Parties agree that changes and amendments to this Agreement (and actions leading to a termination of this Framework Agreement) are not permitted except in writing and signed by the person authorised to act on behalf of both parties or through the Bankservis application with the following exceptions:
- a) Should either party change its identity or any other data defined in Appendix 1 of this Framework Agreement, the data involved will be automatically altered as of the date on which Citfin and/or Client receives notice of these changes, provided that the changes are supported and documented in accordance with the GBT.
  - b) In accordance with Article 5.2. above, on the date corresponding to the request for payment of the increase of the Initial Deposit, which also includes the notification of the adjustment to the amount of the Threshold Cover, Citfin has the right to unilaterally adjust the amount of the Initial Deposit and the amount of the Threshold Cover, making use of the method stipulated in the GBT.
  - c) The Citfin Company is unilaterally entitled to change, amend and modify the GBT and its attachments, as well as the Rate Schedule and inform the Client of such changes and this all by the procedure according to the GBT.
- 9.5. The Client herewith gives its/his/her express consent to the recording of telephone calls on the Citfin technical device concerning the arrangements for Exchange transactions based on this Framework Agreement and the GBT and with the subsequent use thereof for the purposes of documenting the evidence of a contract for an Exchange transaction and the terms and conditions thereof. The recording of the telephonic communication will be considered by both parties as constituting irrefutable evidence of the content and of the agreement of an Exchange transaction contract. The authorised persons give their consent to the recording of telephone calls within the meaning defined above by attaching their signatures to Appendix No. 3 hereto.
- 9.6. All rights and obligations of the parties that are not covered by this Framework Agreement and/or the GBT, are governed by the relevant provisions of Act No. 89/2012 Coll., The Civil Code (hereinafter "CC"), Act No. 370/2017 Coll., On the Payment System, as amended (hereinafter "APS"), and CMA

as amended. The provisions of this Framework Agreement will apply in the case of a conflict between the provisions of the GBT and this Framework Agreement.

- 9.7. Citfin processes personal data of the Client in accordance with legal regulations. Citfin collects and processes only those categories of personal information of the Client that he or she needs in order to provide performance under the Framework Agreement and fulfill its obligations under the applicable legal regulations. Detailed information on the processing of personal data and related rights of the Client was received by the Client prior to the signature of the Framework Agreement, this information is also available on the Citfin website [www.citfin.cz](http://www.citfin.cz). If Citfin is required to obtain prior consent for a particular handling or processing of Client's personal data, Citfin will request the Client to grant it in accordance with applicable law. The Client takes cognisance of the fact that Citfin is authorised, and at the same time obligated, to communicate the Client's Personal Data to third parties within the framework of the performance of its legal responsibilities (including but not limited to measures opposing the legalisation of revenues resulting from criminal activities).
- 9.8. The Client declares that, prior to the signature of the Framework Agreement, he/she has been informed of the information relating to Citfin, the payment services provided to and the remuneration for them, the way of concluding and terminating the contracts, as well as the oversight authority of Citfin's activities and of the out-of-court settlement of disputes, etc. under the provisions of Section 132 - 141 of the APS and the provisions of § 1843 par. 1, or § 1811 of the Commercial Code and § 15d of the CMA. Furthermore, the Client declares that s/he has been informed by the Citfin Company prior to the conclusion of the Framework Agreement concerning all relevant aspects related to the provision of payment services, and specifically that s/he has been provided with the General Business Terms, including information concerning the individual products of the Citfin Company. The Client declares that prior to the conclusion of the Framework Agreement s/he has become acquainted with the General Business Terms, has been properly informed concerning the methods for trading with the Citfin Company and concerning the provision of services in accordance with the Framework Agreement and the GBT.
- 9.9. The signature of the Client or a person authorised to represent the Client constitutes a binding specimen signature of a natural person, according to which authentication of the signature in communication with the Citfin Company will be performed in the future.
- 9.10. The Client obtained consent of the concerned person to declare him/her as an authorised person. The Client is obliged to inform the authorised person of his/her obligations arising from the Framework Agreement and the GBT.
- 9.11. The following Appendices form an integral part of this Framework Agreement:

Appendix No. 1:	Client Identification
Appendix No. 2:	General Business Terms
Appendix No. 3:	Order for the Administration of Electronic Communication
Appendix No. 4:	Investment Questionnaire
Appendix No. 5:	Independent Bank Accounts of Citfin – Finanční trhy, a.s.

In Prague, on

In \_\_\_\_\_, on

\_\_\_\_\_  
Citfin – Finanční trhy, a.s.  
Name of the authorised person

\_\_\_\_\_  
Client  
Name of the authorised person

## Appendix 1 – Client’s Identification

### Client:

Natural person - consumer:

Name and surname:

Address:

Personal ID number:

Natural person - entrepreneur:

Name and surname:

Address:

ID number:

Legal entity

Name:

Address:

Registered in the Commercial Register maintained by the ..... in File .....

### 1. Bank Accounts belonging to the Client:

Currency	Account No.	Currency	Account No.
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### 2. SSI Accounts belonging to the Client (accounts for settlement of exchange trades concluded through Online Trading):

Currency	Account No.	Currency	Account No.
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### 3. Communication Channels:

Tel.:

Fax:

e-mail:

e-mail:

Mailing Address:

e-mail (in accordance with Act No. 227/2000 Coll. on the Electronic Signature)

### 4. Online Trading

### 5. The Client defines Authorised persons

Authorised Person:

Personal ID:		Permanent address:
Name and Surname :		
Position held:		
Telephone number:		
E-mail:		
The authorisation to conclude Exchange transactions with the Dealing Department		
The authorisation for electronic communication:		
Type of the authentication/authorisation device:	Mobile telephone	Mobile telephone reg. number:
	Token	Token registration number: