Annex No. 2 of the Framework Agreement - General Business Terms

1 Introductory Provisions

1.1

Citfin – Finanční trhy, a.s., Company ID: 250 79 069, with its registered office at Radlická 751/113e, Jinonice, 158 00 Prague 5, registered in the Commercial Register of the Municipal Court in Prague, file no. B 4313 ("**Citfin**") is a corporation, and entitled to provide the following services on the basis of a licence to operate as a securities dealer pursuant to the Act on Capital Market Undertakings and a licence to operate as a payment institution pursuant to the Payment Institution Act:

a) execution of Currency Exchange Transactions, i.e., purchase or sale of foreign currency against domestic currency, purchase or sale of foreign currency against other foreign currency;

b) establishment of a Client Payment Account for execution of Payment Transactions;

c) provision of BankServis;

d) provision of Phonebanking;

e) provision of the Client API Service for the Client Payment Account ~~for automated processing of statements~~;

f) provision of the Citfin API Service.

("**Services**").

1.2

Citfin's activities in the area of investment and payment services are supervised by the Czech National Bank, with its registered office at Na Příkopě 28, 110 00 Prague 1.

Contractual Documentation

1.3

Citfin provides Services to Clients on the basis of their registration. Registration is done online through the Client's onboarding web interface by the Client providing all information and documents required herein. The Client expresses its will to become a party to the Framework Agreement by pressing the "Sign" button within the registration process.

1.4

In the event of a justified request or decision by Citfin, the Client may be registered in the Client's actual presence by signing the Framework Agreement.

1.5

The terms and conditions of cooperation and the manner of provision of individual Services by Citfin to Clients are set out in the **Framework Agreement**, the questionnaire ("**Questionnaire**"), these General Business Terms ("**GBT**") and their annexes, i.e., the schedule of fees ("**Rate Schedule**"), the Complaints Procedure ("**Complaints Procedure**"), the information on technical requirements for the administration of payment transactions, the use of BankServis and Phonebanking and the use of the Client API Service and Citfin API Service ("**Technical Information**") as well as in the product sheet for payment services and Spot transactions/trades and the product sheet for Futures ("**Product Sheets**") (collectively, "**Contractual Documentation**").

1.6

Citfin provides the information pursuant to the provisions of Section 132 et seq. of the Payment Systems Act and Section 15d et seq. of the Capital Market Undertakings Act through GBT and the Product Sheets.

Cooperation

1.7

Citfin and the Client have agreed to cooperate with each other to the extent needed for the provision of the Services. Citfin and the Client shall act in good faith in the performance of their mutual obligations under the Contractual Documentation. Citfin shall act competently, fairly, and in the best interests of the Client.

2 Information on the provision of the Services by Citfin

2.1

Within the framework of the provision of the Services, the Client communicates with the Company via the BankServis application, via Phonebanking, and/or via Citfin's Dealing Department, to the following extent:

a) The Client can inquire about the balance on the Client Payment Account and to execute Payment Transactions through the BankServis application;

b) The Client can arrange Spot Trades through the BankServis application;

c) the Client can remotely log in to the Client Payment Account via Citfin's Phonebanking in order to perform the activities referred to in points a);

d) The Client can arrange Exchange Transactions through the Dealing Department.

3 Information on accounts and Payment Transactions

3.1

Simultaneously with the conclusion of the Framework Agreement, Citfin shall set up a Client Payment Account for the Client in accordance with the Client's requirements in one of the currencies offered by Citfin.

3.2

Citfin shall provide statements from the Client Payment Account containing an overview of all Payment Transactions, the amount of Advances, the balance of funds in the Client Payment Account and the executed Exchange Transactions negotiated and/or settled in a given calendar month, including a quantification of the amount of the Client's receivable amount from Citfin or Citfin's receivable amount from the Client through BankServis, unless agreed otherwise.

3.3

Citfin sends statements to the Client once a month. The Client may also obtain the information contained in the statement within the agreed Client API service. The Client is obliged to notify Citfin without undue delay of any discrepancies detected from the statement obtained via the BankServis application or via the Client API.

3.4

When communicating with Citfin, the Client shall use an identification number, which is his/her/its Company ID/Birth Number. This number is always used to identify the Client, especially when depositing payment funds to the Client Payment Account and also as a variable symbol on the

Payment Order.

3.5

Only the Client or an Authorised Person designated by the Client is authorised to dispose of the funds in the Client Payment Account by submitting a Payment Order via the BankServis or Phonebanking application or the Citfin API Service.

3.6 **Authority to debit funds**

Citfin is entitled to debit funds from the Client's Payment Account without the Client's order in the following cases:

a) settlement of fees for the Services in the Rate Schedule or fees paid by Citfin in connection with Payment Transactions ordered by the Client;

b) non-reimbursement of losses incurred by the Client from the execution of a Forward Trade;

c) performance of Citfin's legal obligations under foreclosure proceedings;

d) settlement of mutual receivables and debts in the event of the Client Payment Account's closing;

e) execution of a corrective settlement. The corrective settlement is executed in the currency of the erroneous settlement. If there has been an exchange of funds, Citfin is entitled to exchange the funds in which the erroneous settlement was made at the exchange rate of the CNB in force on the date of the erroneous settlement;

f) in other cases stipulated by the Framework Agreement, these GBT or by law.

3.7

If the claim is in a currency other than the Client's balance of funds in the Client Payment Account, Citfin is entitled to exchange the Client's funds at the following exchange rate at Citfin's option:

a) the exchange rate announced by the CNB (exchange rate-centre) in force on the date of execution of the Payment Transaction; or

b) the exchange rate negotiated as part of the Exchange Trade.

4 Authentication and Authorisation Process

4.1

To ensure security of the Client's communication with Citfin, Citfin has implemented the following authentication processes:

a) Authentication, where Citfin verifies the Client's identity;

b) Authentication, where the Client's identity is verified by the strong user authentication pursuant to the Payment Systems Act;

c) Authorisation, where the Client confirms the correctness of the Payment Order or instruction to execute an Exchange Trade and agrees to execute or arrange it; and

d) Substitute Authentication, where Citfin verifies the Client's identity in the event that the Authorisation cannot be done when communicating with Citfin staff.

Further information on the Authentication, Authorisation, Authentication Code and Substitute Authentication acquisition processes is available in the Technical Information.

4.2 **Identity Check**

Identity Check is required when the Client calls Citfin by telephone in connection with the Services provided, i.e., in particular before:

a) Arrangement of Exchange Trade through the Dealing Department.

b) Information provision about the Services provided to the Client by Citfin at the time the Client contacts Citfin.

The Client's Authentication or Authorisation follows the Client's Identity Check depending on the Client's request.

4.3 **Authentication**

Authentication is required when the Client communicates with Citfin in order to:

a) log into the BankServis application to make Payment Transactions or Spot Trades;

b) provide the Client with information about the Client Payment Account by a Citfin employee;

c) use the Phonebanking service;

d) use the Citfin API Service;

e) use the Client API Service.

4.4 **Authorisation**

Authorisation is required when the Client communicates with Citfin in order to:

a) obtain an overview of payments in the Client Payment Account;

b) arrange Exchange Transactions through the Dealing Department.

5 Types of Exchange Transactions

5.1

The Client may execute the following types of Exchange Transactions:

a) Spot Ttrades, i.e., the purchase or sale of Foreign Currencies at a current fixed Spot Exchange Rate, with settlement of the Spot Trade occurring no later than two business days after the Spot Trade has been agreed upon;

b) Orders, i.e., instructions to execute Exchange Transactions entered into as Spot Trades, which are automatically executed when a pre-agreed Exchange Rate value has been reached;

c) Futures, such as Forwards, i.e., the purchase or sale of Foreign Currencies at a fixed rate, with settlement of the trade occurring at an agreed time (but not earlier than three days and not later than one year unless otherwise agreed); or Swaps, i.e., the sale or purchase of one currency for another currency with its subsequent repurchase or sale after a certain period of time at a pre-agreed rate. A Swap is used to overcome a temporary liquidity shortage in one currency while simultaneously creating a liquidity surplus in another currency.

6 Entering Exchange Transactions

6.1

Citfin allows Clients to execute Exchange Trades in the following manner:

a) Spot Trades through the BankServis application and through the Dealing Department;

b)   Orders through the Dealing Department;

c)   Futures through the Dealing Department,

subject to compliance with the requirements set out in the Technical Information for the arrangement of an Exchange Trade.

7   Arrangement of Exchange Trade

An instruction to execute an Exchange Trade shall be deemed to be complete if it contains the elements set out in the Technical Information, and:

a)   after logging into the BankServis application, the Client bindingly accepts the offered terms of the Spot Trade displayed in the BankServis application;

b)   during a telephone call through the Dealing Department, the Client and Citfin agree on the terms of the Exchange Trade and the Client authorises the Order.

It is not possible to change the parameters of a concluded Exchange Trade, except for a pending Order. A pending Order can be cancelled. An Order can be cancelled in the same way as the Order was agreed upon.

8   Confirmation of Exchange Transactions

8.1   Sending an Exchange Trade Confirmation

After the conclusion of an Exchange Trade, Citfin shall issue an Exchange Transaction Confirmation without undue delay and shall send it to the Client in the BankServis application, unless otherwise agreed.

The Parties have acknowledged that the Exchange Trade Confirmation is only a proof of the already concluded Exchange T~~t~~rade. The validity of a concluded Exchange T~~t~~rade is not affected by a non-receipt of Exchange Trade Confirmation.

8.2   Objections to the Contents of the Confirmation

The Client is obliged to verify the data in the Confirmation in the BankServis application. In the event that the Client fails to notify Citfin, either through BankServis or by email, within 24 hours of receipt of the Confirmation that the Client does not agree with the information contained in the Confirmation, it shall be deemed that the Client has verified the contents of the Confirmation and has unconditionally agreed with its contents.

9   Futures

9.1

The Client acknowledges that there may be a loss on the concluded Future due to the development of the current exchange rate, even in an amount exceeding the value of the Total Deposits~~Advance~~ (~~made~~ deposited by the Client in the Client Payment Account).

Deposits~~Advances~~

9.2

If the Client arranges Futures with Citfin, Citfin shall be entitled to invite the Client to deposit funds intended for their immobilisation in favour of Citfin to serve as an Deposits~~Advance~~, either as an Initial Deposit~~Advance~~ or an Additional ~~Advance~~ Deposit into a Separate Account.

9.3

The Client shall deposit the amounts of the Deposits~~Advance~~ so that they are credited to the Separate Account no later than two business days after the Client is asked to deposit them, unless otherwise agreed. The period of two business days shall run from the execution of

the request, which Citfin may communicate to the Client by telephone, email, or using any other communication channel agreed in the Framework Agreement.

9.4

The amount of the Initial Deposit shall be the multiple of the Initial Deposit Rate specified in the Framework Agreement and the Exchange Volume.

9.5

The Coverage Limit shall be equal to the multiple of the Coverage Limit Rate specified in the Framework Agreement and the current Open Futures Volume.

9.6

Citfin shall be unilaterally entitled to:

a)   require the Client to increase the Initial Deposit with respect to the process and progress of trading with the Client in accordance with Article 9.3~~9~~3;

b)   require an Additional Deposit if the Open Futures Coverage Percentage falls to or below the value specified in the Framework Agreement as the Coverage Limit~~Margin~~, in such an amount that the Open Futures Percentage of Coverage is greater than or equal to the value specified in the Framework Agreement as the Initial Deposit, in accordance with the procedure set out in Article 9.3~~9~~3;

c)   immobilise in Citfin's favour the Client's funds which are not earmarked and which represent, in particular, the Client Payment Account funds. The funds so unilaterally immobilised shall be recorded as Additional Deposits~~Advances~~;

d)   block the total ~~Advance~~ Deposits up to the amount of Open Futures immobilised in favour of Citfin until all the Client's Futures are settled;

e)   write off funds held as ~~Advances~~ Deposits in the event of a loss arising from a Futures Trade executed by Citfin on the Client's instruction in its favour.

9.7

If the Percentage of Coverage of Open Futures suddenly falls to or below the value specified in the Framework Agreement as the Coverage ~~Margin~~Limit, and Citfin fails to require the Client to deposit additional funds in the Client Payment Account before the completion of the execution of the Futures Trade, and the Client does not have available funds in the Client Payment Account for immobilisation pursuant to Article 9.6~~9~~ 6 c), and at the same time if Citfin incurs a loss ~~on~~ by the ~~non-~~execution of the Future and the Initial Advance is insufficient to cover the loss, the Client shall be obliged to deposit funds to cover the loss in accordance with Article 9.3~~9~~ 3.

9.8

If the Coverage Percentage of Open Futures increases by more than 1.5% above the stated amount of the Initial Advance, Citfin shall be obliged to release the immobilised funds at the Client's request, so that the Percentage Coverage is greater than or equal to the value stated in the Framework Agreement as the Initial Advance. Citfin shall release the funds within 2 business days of the Client's request.

9.9

Upon settlement of all Open Futures, Citfin shall release all immobilised funds recorded in the Client Payment Account as Advances.

9.10 **Financial Collateral**

In connection with arranging financial collateral, the Client in particular:

a) shall not, without Citfin's prior written consent, transfer the Financial Collateral to another person if any of the events of default for financial collateral purposes has occurred or is threatened to occur (Article 9.11);

b) shall refrain from any disposition of the Financial Collateral that would obstruct Citfin's ability to exercise its right to satisfaction from the Financial Collateral if any of the events of breach for financial collateral purposes has occurred or is threatened to occur (Article 9.11);

c) shall immediately inform Citfin of any change in the facts characterizing the Client, for example, a change in its place or registered office of business or its company;

d) at Citfin's request, provides the necessary cooperation in the event of exercising the right to satisfaction from the Financial Collateral;

e) in the event that the Client fails to fulfil its obligations to Citfin under the Framework Agreement to provide the agreed payment or to pay fees or any other types of payments, allows Citfin to satisfy all Secured ~~Claims~~Debts, including their accessories, from the Financial Collateral.

9.11 **Events of Default for Purposes of Financial Collateral**

Events of default for financial collateral purposes are defined as follows:

a) The Client fails to make any payment in connection with a Futures Trade under the Framework Agreement or within an additional deadline specified by Citfin;

b) The Client is in default of any other obligation under the Framework Agreement in connection with the Futures Trade other than those referred to in a) above or within an additional deadline specified by Citfin;

c) The Client (or his/her spouse or partner, if applicable) becomes insolvent or unable to pay his/her debts and/or admits in writing his/her inability to pay debts as they are due, or his/her bankruptcy, reorganisation or any other measure under ~~the law governing bankruptcy and its resolution or any other law affecting creditors' rights or similar foreign law (~~the "Insolvency Act~~"~~) is proposed or instituted against it, until such filing is dismissed or rejected by a competent court or the Client has fulfilled, or may reasonably be expected to fulfil, the conditions for the imposition of a receivership (where receivership means any restriction on the Client's right to dispose of its assets in favour of a person appointed by a court or administrative authority, including the CNB and a similar foreign institution). An Event of Default will not be deemed to have occurred if a third party is proposed to commence bankruptcy proceedings or any other measure against the Client under the Insolvency Act and the Client proves to Citfin's full satisfaction that the bankruptcy or other measure is unsubstantiated or vexatious (including by providing an external legal opinion);

d) any declaration made by the Client intended for Citfin regarding the Services under the Framework Agreement proves to be false as at the date of such declaration and Citfin determines in good faith that as a result of such false representation (or as a result of

any misstatement of material or legal facts) the balance of its risks and benefits from the provision of the Services has been considerably adversely affected;

e) The client ceases to exist without a legal successor or steps are taken to terminate the client without a legal successor/ dies or his/her legal capacity is restricted;

f) The Client merges or otherwise amalgamates with another entity, splits, or transfers all or substantially all of its business assets to a third party and at the time of the merger, amalgamation, split or transfer the successor or acquiring entity does not assume, to the reasonable satisfaction of Citfin, at the time of the merger, amalgamation, split or transfer, all of the obligations of the acquiring or transferring entity under the Framework Agreement and all Open Futures;

g) Client declares that it will not satisfy any substantial obligation under the Futures Trade Agreement or any other substantial debt owed to Citfin or Citfin SD, other than in a good faith dispute as to the existence, nature or extent of such obligation. A substantial debt is a debt of the Client greater than CZK 10,000 arising from one or more obligations to Citfin or Citfin SD;

h) any event occurs which gives Citfin the right to withdraw from the Futures Trade Agreement and which is not an event within the meaning of points a) to g) of this Article.

10 **General Rules for Settlement of Exchange Trades**

10.1

The Exchange T~~t~~rade will be settled on the agreed date specified in the Exchange Trade Confirmation. The Client is obliged to deposit the Exchange Volume into the Separate Account so that these funds are credited to the Separate Account no later than one business day prior to the agreed Exchange T~~t~~rade settlement date, unless otherwise agreed. The Exchange T~~t~~rade will be executed on the agreed date specified in the Exchange Trade Confirmation. If the funds have not been deposited on time, the Exchange T~~t~~rade settlement date will be the earliest date on which the Exchange Volume is credited to the relevant Separate Account and also appears on the daily bank statement of the relevant Separate Account. Citfin reserves the right to execute a~~n~~ Exchange T~~t~~rade later in the event of force majeure or if the original settlement date falls on a holiday or public holiday in the country to which the foreign currency traded relates.

10.2

The Client shall indicate his/her/its Company ID number or Birth Number together with each deposit of funds to the Separate Account in the field of the variable symbol for payments in CZK or in the field of the reason for payment for payments in other currencies. The funds must be deposited into the Separate Account within two days of the Exchange T~~t~~rade unless otherwise agreed.

10.3

Citfin will execute the Exchange T~~t~~rade according to the Client's instructions if it meets all the conditions set out in the GBT.

10.4

After the Exchange T~~t~~rade has been executed, Citfin is obliged to dispose of the funds according to the Client's instructions. If such instructions are not specified by the Client and not known to Citfin at the time of settlement of the Exchange T~~t~~rade, then Citfin shall transfer the funds to one of its Separate Accounts by the end of the business day following the day on which Citfin receives them, unless

the funds have been transferred to the Client or another payment service provider within this period.

10.5

Citfin shall not execute the Exchange Ttrade according to the Client's instructions if:

a) Citfin and the Client agree on postponing the Exchange Tradetrade date settlement;

b) The Client does not send the Exchange Volume to the Separate Account pursuant to Article 10.2;

c) There is insufficient Deposit in the CBA to execute Futures pursuant to Chapter 9 of these GBT;

d) The prices of the agreed Exchange Trade trade do not correspond significantly to the market or the price was incorrect at the time the Order was placed;

e) The Client has breached the GBT;

f) Citfin accepts the Client's request to cancel a pending Order;

g) Citfin is objectively unable to execute the Exchange Tradetrade pursuant to Article 10.8.

Citfin shall promptly inform the Client of the non-execution of the Exchange Tradetrade. Citfin shall be entitled to debit the Client for any costs associated with the unsettled Exchange Tradetrade.

10.6 Failure to Execute an Exchange Trade for Date Postponing Reasons

In the event of the ~~procedure set out in Article 10.5 a) Citfin may:~~Client's default in the payment set out in Article 10.5 b) and 10.5 f)c) Citfin may propose to the Client to close the position arising from the Exchange Trade by executing a new Exchange Trade, which will postpone the settlement date of the Exchange Trade set out in Article 10.5 a). Citfin may also:

a) unilaterally settle or cancel the concerned unsettled and/or cancelled Exchange Tradetrade, as well as any or all of the other Exchange Trades trades unsettled as of that time;

b) execute, at the agreed exchange rate of the trade concerned, a new trade in the form of a transaction reverse to the original trade with the original type and quantity of currency Citfin was supposed to purchase for the Client, with the settlement date to be set by Citfin for a maximum on the following business day.

10.7 Failure to Execute an Exchange Trade for Reasons on the Client's Part

In the event of the procedure set out in Article 10.5 b) through f) Citfin may:

a) unilaterally settle or cancel the concerned unsettled and/or cancelled Exchange Tradetrade, as well as any or all of the other Exchange Tradestrades unsettled as of that time;

b) execute, at the current interbank market exchange rate of the Exchange Tradetrade concerned, a new Exchange Trade in the form of a reverse transaction to the original Exchange Tradetrade with the original type and quantity of currency;

c) Citfin will then set off the difference between the value of the original Exchange Trade (pursuant to point a) of this Article) and the value of the reverse/mirror transaction (see point b) of this Article) against the Exchange Volume if it has already been credited to the Separate Account and/or against the balance in the CBA, or the Deposit. If the Exchange Volume has

not yet been credited to the Separate Account and the exchange rate development in the newly agreed exchange was to the detriment of the benefit of the Client, the Client shall be obliged to deposit the difference calculated pursuant to this Article into the Separate Account without delay.

10.8 Objective Impossibility to Execute the Exchange Trade

Citfin will not execute an Exchange Trade trade partially or fully as instructed by the Client in the event of an extraordinary unforeseeable and insurmountable obstacle arising independently of Citfin's will. An extraordinary unforeseeable and insurmountable obstacle arising independently of Citfin's will is considered to be a force majeure, including natural disasters, a significant fluctuation in the exchange rate of the Exchange Trade or Open Futures Trade in the interbank foreign exchange market, terrorism, war, civil unrest, strike, lockout, actions of institutions used by Citfin in payment transactions, actions of Czech and foreign public authorities, including the courts, or any other obstacle that occurred independently of Citfin's will, if such obstacle could not have been reasonably foreseen by Citfin at the time the obligation was incurred.

10.9 Withdrawal from an Exchange Trade

The Client may withdraw from an Exchange Tradetrade if Citfin fails to comply with the agreed terms and conditions of the Contractual Documentation.

Citfin may withdraw from an Eexchange t trade if:

a) The Order does not meet the requirements, is vague or unclear, or the information in it is not true;

b) The Client fails to fulfil its obligations or is in default of its obligations under the Contractual Documentation towards Citfin, or there is a reasonable worry that it will not fulfil them;

c) Insolvency proceedings or execution proceedings have been initiated against the Client;

d) The execution of the Exchange Tradetrade could be in conflict with the law;

e) The Exchange Tradetrade would have a negative impact on the Client's financial situation or rights;

f) There is a risk of market disruption, market manipulation;

g) The Client ceases to exist as a result of a transformation pursuant to Act No. 125/2008 Coll., on Transformations of Commercial Companies and Cooperatives, as amended, and the successor company does not assume the Client's obligations under such agreement;

h) The Client dies or his/her/its legal capacity is restricted; or;

i) There is a conflict of interest between the Client and Citfin or between Citfin's Clients (themselves);

j) In the case of a Futures Trade, the Client's LEI code is not valid;

k) in the event of failure to meet obligations by the company with which Citfin cooperates in the execution of Exchange TradesFutures and the resulting inability to execute the Exchange Tradetrade according to the Client's instructions.

11 Execution and Settlement of Orders

11.1

Citfin shall execute an Order only if the exchange rate that Citfin can offer and execute the Exchange Trade at, taking into account in-house rules and market situation, is equal to the value of the agreed Spot Rate, provided that the settlement date of the Exchange Trade occurs two business days after its execution (T+2). If this situation does not occur within the specified time interval, the exchange is not executed and the Order expires.

Following the execution of the Order, a Citfin staff member will telephone the client, having agreed together on the following conditions for settling the Exchange Tradetrade:

a) The deposit of funds in favour of the Separate Account pursuant to the conditions set out in Article 10.2;

b) The agreed settlement date, which must occur no later than two business days after the execution of the Order (T+2);

c) Instructions for settling the Exchange Trade according to Article 10.4.

11.2

In the event of a sudden unusual or unforeseeable circumstance (e.g., a sudden change in the exchange rate on the market or in the event of a "gap" on the market), it may be difficult or impossible for Stop-Loss Orders to achieve the agreed rate or to complete the execution of the Order at the agreed rate, so the Order is to be executed on the basis of the best conditions available on the market without the need for further confirmation by the Client. Placing a Stop-Loss Order does not necessarily eliminate losses for the Client for the reasons stated above.

The Spot Rate is only valid if the Order settlement date occurs two business days after the execution of the Order (T+2). If, at the Client's request, the settlement date is arranged on a date other than two business days after the execution of the Order, Citfin is not obliged to execute the Order at the Spot Rate, but at an exchange rate corresponding to the Spot Rate adjusted by Forward Points.

12 Payment Transactions

12.1

The Client may use the following payment services:

a) Transfer of funds from the Client Payment Account to either the Client's accounts or a third party account, either in local or foreign currency and vice versa;

b) Wire-transfer Eexchange Ttrades.

12.2

The Client is obliged to deposit funds intended for the Client Payment Account into Separate Accounts in the currencies in which such Separate Accounts are maintained.

Citfin shall execute Payment Transactions in favour of the Client's accounts listed in Annex 1 to the Framework Agreement.

12.3

In the event that the Client deposits funds from an account other than those listed in Annex 1 to the Framework Agreement and Citfin is able to clearly identify the Client as the owner of such account, Citfin shall assign such account to the Client's accounts and the Client shall be informed thereof at the address listed in Annex 1 to the Framework Agreement. Citfin shall be entitled to request a written confirmation from the Client proving that the Client is the owner of such newly assigned account.

12.4

The payment transactions agreed with the Client and/or the transactions requested by the Client shall be executed within the agreed deadlines according to these GBT and the Technical Information or on the date specified by the Client as the due date, except for force majeure, or if the original settlement date falls on a holiday or public holiday in the Czech Republic or the country to which the foreign currency traded relates.

12.5

Before executing a Payment Transaction, Citfin shall provide clients, at their request, with information about the maximum time limit for executing the Payment Transaction and a breakdown of the fees if there are several of them.

12.6

Citfin is obliged to credit the funds from the Outgoing Payment Transaction to the Beneficiary provider's account by deadlines that are defined in the Payment Systems Act, i.e., within the maximum time limit T+4. Citfin is obliged to credit the funds from the Incoming Payment Transaction to Client Payment Account by deadlines that are defined in the Payment Systems Act, i.e., no later than the end of the business day subsequent to the day when the funds have been credited to the Beneficiary provider's account in favour of the Client.

13 Entering and Executing Outgoing Payment Transactions

13.1

Citfin executes Outgoing and Incoming Payment Transactions within the settlement periods, which are always specified in the product sheet for Payment Services and Spot Transactions available at www.citfin.cz. Payment Orders for Outgoing Payment Transactions received by Citfin after the period close to the end of the payment settlement deadlines, i.e., after the payment settlement deadlines, shall be deemed to have been received at the beginning of the opening hours on the next business day.

13.2

Citfin shall execute an Outgoing Payment Transaction based on the Client's Payment Order if it meets the conditions set out in the GBT and the Technical Information.

13.3

A Celient can request the revocation of a Payment Order even after the due date, while acknowledging that the request might not be granted. The Client may be charged a fee for the revocation of such Payment Order according to the Rate Schedule.

13.4

After the Outgoing Payment Transaction is executed, Citfin sends the Client a Funds Transfer Confirmation through Bankservis or email, as evidence of the Outgoing Payment Transaction having been settled.

13.5

Citfin does not execute an Outgoing Payment Transaction based on the Client's Payment Order, or does not credit the funds to the Client Payment Account in the following cases:

a) If it does not meet the conditions set out in the GBT and the Technical Information, in particular if it does not meet the requirements for the execution of Payment Orders;

b) Due to insufficient balance of funds in the Client Payment Account;

c) For compliance with measures under the AML policy; or

d) If the Outgoing Payment Transaction violates the laws of the Czech Republic or the laws of the country of the intermediary bank, the internal regulations of Citfin or the intermediary bank. This provision particularly applies to payment transactions for Recipientsoutgoing or from Payersincoming payments where the beneficiary or the payer haswith an address in a high risk country and/or the Beneficiary's Recipent's or Payer's bank is an institution owned by entities in those high-risk countries. See www.citfin.cz for the high-risk country list.

In the event that a Payment Transaction is not executed in accordance with this Article, Citfin shall immediately inform the Client of this fact and provide the Client with the reason for rejecting the Outgoing Payment Transaction, unless it is a procedure pursuant to Article 13.5 c).

In the event of failure to execute a Payment Transaction pursuant to Article 13.5 b) Citfin shall promptly inform the Client of this fact. The Client has two business days from the original due date of the Payment Order to deposit funds. In this case, the funds must be credited by 4.00 p.m. on the following business day following the original due date of the Payment Order. If this does not happen, the Payment Order shall be terminated without further delay.

In the event of failure to execute a Payment Transaction pursuant to Article 13.5 c) Citfin follows the AML policy and Citfin's in-house regulations.

14 Executing Incoming Payment Transactions

14.1

At the Client's request, Citfin will credit the funds from the Incoming Payment Transaction to the Client Payment Account, as advised by the Client in a written notice, and will subsequently handle the received funds in accordance with the Client's instructions provided that the Incoming Payment Transaction meets the conditions set out in the Technical Information.

14.2

The Client is obliged to send Citfin a notice of an Incoming Payment Transaction in scanned form as an attachment to an email message to the email address platby@citfin.cz well in advance of the expected date of receipt of the Payment Transaction. The form for the notice of an Incoming Payment Transaction is available at www.citfin.cz.

14.3

Identified Incoming Payment Transactions are credited to the Client Payment Account no later than the next business day after they are credited to the Separate Account.

14.4

If Citfin becomes liable for bank fees or any other payments in connection with a Payment Transaction to the Separate Accounts or vice versa, the Client agrees to reimburse Citfin for such fees and payments. Any other payments shall also be deemed to include any Correspondent Bank fees, costs of identification of the Payment Transaction received, etc., unless the Client proves that the costs in question were incurred by Citfin in breach of a legal duty or of professional diligence.

15 BankServis and Phonebanking

15.1 BankServis

The two-way communication between the Client and Citfin may be done electronically through the BankServis application. The BankServis application allows the Client to:

a) obtain information about the balance in the Client Payment Account;

b) execute Incoming Payment Transactions; and

c) arrange Spot transactions.

Details of how to use BankService are set out in the Technical Information.

15.2 Phonebanking Service

Phonebanking is a telephone service that allows the Client to:

a) find out information about the Client Payment Account;

b) and make Payment Transactions.

Details of the use of Phonebanking are set out in the Technical Information.

15.3 Citfin API

Citfin API lets clients access their Client Payment Account through an automated online interface with a data channel that is designed to connect the Citfin system with third-party applications.

The Citfin API Service allows the Client to:

a) use the Payment Account Information Service;

b) query the balance in the Client Payment Account;

c) use Indirect Payment Order Service;

Details of the use of the Citfin API Service are set out in the Technical Information.

15.4 Client API Service

The Client API Service is an application interface for processing Ppayment Ttransactions and providing information on all activities on the Client Payment Account made by the Client through Citfin. It is a one-way flow of information towards the Client.

Details of the use of the Client API Service are set out in the Technical Information.

16 Use of the Client's Investment Instruments

16 Setting-off a claim

16.1

16.1 If both Parties have outstanding monetary claims against each other, even in different currencies, then Citfin is entitled to set off its claims unilaterally against the Client's claims to the extent that they are mutually offset. If the mutual claims are in different currencies, they shall be converted for the purpose of set-off at the Czech National Bank exchange rate announced for the date on which the claims became eligible for set-off. The amount remaining after set-off must be paid by the Client on the same business day on which the set-off occurred. Citfin shall be entitled to unilaterally set off any of its claims arising under or in connection with the Framework Agreement entered into with the Client against the Client's claim for payment of funds recorded in the Client Payment Account maintained

by Citfin for the Client. The Client shall not be entitled to unilaterally set off any claims against Citfin and shall make all payments under or in connection with the Framework Agreement without any reduction due to set-off, counterclaim or legal action having similar effects.

Citfin is only entitled to use a Client's investment instrument for trades on its own account or for trades on behalf of another Client only with the Client's prior express consent, and the consent of a non-professional Client has to be granted in writing. In the event that the Client's investment instruments are used for such trades, Citfin will promptly notify the Client of his/her/its obligations under relevant legislation.

17 Claims and Complaints

In the event that the Client duly proves that Citfin has executed a Payment Transaction incorrectly or without authorisation and the Client does not insist on the execution of the Payment Transaction, Citfin shall be liable for such executed Payment Transaction and shall be obliged to credit the Client back the full amount of the funds to the Client Payment Account from which they were debited based on the process set out in the Technical Information. The corrective settlement is made by the relevant institution.

17.1

The Client's rights and Citfin's corresponding obligations shall cease to exist if the Client fails to notify Citfin of an unauthorised or incorrectly executed Payment Transaction without undue delay after becoming aware of it, but no later than thirteen months after the date of debiting the funds from the Client Payment Account.

17.2

Handling of Client claims and complaints is carried out in accordance with generally binding laws and on the basis of the rules set out in Citfin's Complaints Procedure. The handling complaints and claims process is available on Citfin's website http://www.citfin.cz/.www.citfin.cz.

17.3

Although Citfin will always take into account the Client's rights and legitimate interests when providing the Services, it cannot, even with the exercise of professional diligence, prevent the occurrence of any damage caused by external circumstances. These circumstances include, but are not limited to:

a) movement in currency exchange rates;

b) failure of the BankServis application, Citfin API Service or unavailability of data or any communication channel between the Client and Citfin or any other Tthird Pparty, including telephone lines for Phonebanking or Dealing Department;

c) failure of any Tthird Pparty;

d) refusal or objective impossibility to execute or settle the Client's submitted order provided that Citfin is obliged to refuse to execute or settle such order or if it is objectively impossible to do so, for reasons set out in the GBT or under applicable law;

e) incurring damages due to altered or forged Client documents;

f) Client's delay in providing cooperation or Client's breach of any contractual or legal obligation;

g) loss, misuse or theft of the Authentication Device, and BankServis, Client API or Phonebanking;

h) actions of an authorised representative of the Client;

i) proceeding in accordance with the provisions of the AML policy;

j) the circumstances referred to in Article 10.8.

If any of these circumstances arise, Citfin shall take all steps to mitigate the adverse effects on the Client that can be fairly expected from them, however, Citfin shall not be liable for any such damage.

18 EMIR Obligations

18.1

Citfin shall be entitled to require the Client to comply with its obligations and commitments under EMIR. In the event that Citfin suffers any damage due to a breach of its obligations under EMIR, the Client shall compensate Citfin for such damage.

18.2

For the purpose of complying with the obligations arising from the arrangements for the reconciliation of unsettled Futures pursuant to Article 11(1b) of EMIR and pursuant to EU Commission Regulation 149/2013, as amended from time to time, Citfin shall transmit to the Client via a Durable Medium:

a) data on unsettled Futures and their value determined in accordance with EMIR requirements;

b) the expected date of the process of reconciliation of the unsettled Futures, which shall be determined in accordance with the relevant frequency requirement for such reconciliation of unsettled Futures with respect to the particular Client.

If the Client fails to notify Citfin by the fifth business day following receipt of the proposal for reconciliation of the unsettled Futures notified by Citfin pursuant to Article 18.2 b) of any discrepancies, the Client shall be deemed to have agreed to the data accuracy.

If the Client discovers a discrepancy in the data on unsettled Futures and their value, the Client shall promptly notify Citfin. Discrepancies are resolved in accordance with the procedure set out in Article 18.3.

18.3

Citfin and the Client agree to use the following procedure for discovering and resolving disputes regarding Futures:

a) Citfin and the Client may report a dispute by sending a dispute notice to the other party via the Durable Medium;

b) No later than the day following the day on which the other party receives the dispute notice, Citfin and the Client shall discuss in good faith and without delay the resolution of such problem, including, without limitation, the exchange of relevant information, and, using a process that they mutually agree upon, determine and apply a method for resolving such problem;

c) If the dispute regarding the value of unsettled Futures between Citfin and the Client is not resolved within five business days of receipt of a dispute notice, the parties shall refer the matter internally to the appropriate senior staff members or external advisers;

d) Citfin and the Client agree to put in place internal procedures whereby any such dispute will be monitored throughout its existence and details recorded for future reference and to apply such

procedures (without prejudice to the validity of any longer archiving period provided for by applicable law);

If there is a dispute between Citfin and the Client regarding data on unsettled Futures other than the value of the unsettled Futures, the in-house procedures for resolving the dispute in question specified in Citfin's Complaints Procedure shall apply.

18.4

Futures are subject to a reporting obligation under Article 9 of EMIR and Citfin and the Client are obliged to notify the details of each Future, any changes thereto or its termination. Citfin will also report the required data to a trade repository registered in accordance with Article 55 of EMIR or recognised in accordance with Article 77 of EMIR on behalf of the Client. If the Client arranges for the fulfilment of the reporting obligation under EMIR itself, it must inform Citfin in writing sufficiently in advance of this fact so that there is no duplication of data when reporting data on Futures concluded between the Client and Citfin to the trade repository.

In order to fulfil the Client's reporting obligation through Citfin, the Client is required to give consent to a trade repository, if requested by this entity. In the event that the above required consent is not granted, the Client is obliged to fulfil the EMIR reporting obligation on its own.

Citfin and the Client have agreed to cooperate with each other to the extent needed for the fulfilment of the reporting obligation under Article 9 of EMIR. The essential requirement for mutual cooperation between the Client and Citfin is the communication of a temporary or permanent legal entity identifier (hereinafter referred to as "LEI"). The Client is obliged to ensure the valid LEI for the entire duration of the Future Trade.

19 Termination procedure for the Framework Agreement

19.1

Both the Client and Citfin are entitled to terminate the Framework Agreement. The notice period for termination given by the Client is one month and commences on the day following delivery of the notice to Citfin. The notice period given by Citfin shall be two months and shall commence on the day following delivery to the Client. The Client must submit the notice in the form of a letter to Ciftin's postal address in paper form with the Client's officially certified signature, via the BankServis application or via a data box. Citfin must give notice using a registered letter to the Client's postal address or via a data box.

19.2

The notice given by Citfin shall be deemed to have been delivered to the Client on the third business day after the notice was sent via a postal service provider within the Czech Republic, or on the fifteenth business day for a notice sent abroad, unless earlier delivery is proven.

The notice given by Citfin via a data box shall be deemed to have been delivered to the Client upon expiry of a 10-day period from the date of delivery to the Client's data box (if the Client does not log in to the data box within this period), the notice shall be deemed to have been delivered.

19.3

The Client is obliged to ensure that ~~trades~~ Exchange Trades have been settled and debts to Citfin have been paid before the expiry of the notice period. During the notice period, Citfin may refuse to conclude an Exchange Trade ~~trade~~ that should be settled by the end or after the expiry of the notice period. In the event that the Client's Exchange

Trade~~strades~~ are not settled by the end of the notice period, Citfin shall be entitled to proceed in accordance with Article 10.7. Before the expiry of the notice period, the Client is obliged to return the items entrusted to Citfin, i.e., in particular the Token, otherwise Citfin will charge a fee according to the Rate Schedule, which the Client is obliged to pay.

19.4

The Client is obliged to specify in the notice how the balance on the Credit Payment Account is to be handled. In case of termination by Citfin, the Client is obliged to provide this information to Citfin upon request without undue delay.

19.5

The Client is always sent a written notice of cancellation of the Client Payment Account to the Client's postal address. Citfin shall transfer the balance of the funds from the Client Payment Account as instructed by the Client, with maturity/due date on the next business day following delivery of such instruction.

19.6

If Citfin does not receive any instructions from the Client according to Article 19.4, Citfin shall transfer the balance in the Client Payment Account to the subsidiary register. If the balance in the Client Payment Account is in a currency other than CZK, Citfin shall be entitled to exchange such balance into CZK at Citfin's current exchange rate on the expiry of the notice period. Until the termination of the notice period, the current GBT and Rate Schedule shall apply.

20 Withdrawal from the Framework Agreement

20.1

Either Party shall be entitled to withdraw from the Framework Agreement by sending a written notice with effect from the date of delivery of the notice of withdrawal to the other Party in the event of a material breach of the obligations under the Framework Agreement or the GBT or for the reasons set out in Article 20.2 and 20.3. Withdrawal from the Framework Agreement must be made in a form and manner similar to the termination of the Framework Agreement pursuant to Articles 19.1 and 19.2 of these GBT.

20.2

Citfin may immediately terminate the Framework Agreement by sending a written notice to the Client in the following cases:

a) If the Client refuses the change of the GBT or the Framework Agreement due to changes in legislation, conditions and scope of the Services provided, or changes in the business terms and conditions of T~~t~~hird parties.

b) If the Client's actions have resulted in a breach of mutual trust, in particular if the Client fails to provide the necessary cooperation for the proper provision of the Services, or if the Client acts in a manifestly disrespectful manner towards Citfin and/or its employees.

c) If there is a substantial deterioration of the Client's financial situation or Citfin discovers other material facts that seriously threaten the Client's ability to properly meet its obligations to Citfin, in particular if insolvency proceedings have been initiated or are pending.

d) The Client Payment Account shows a negative

balance.

e) The Client submits conflicting instructions to Citfin.

f) The Client's actions could lead to damage on the part of Citfin or which could threaten or damage Citfin's reputation or lead to other harm.

g) If the Client has refused to disclose information in the context of identification or control, information about the origin of funds, the purpose of the Payment Transaction or for other reasons based on Citfin's procedures under the AML policy.

h) If the Client breaches its obligations arising from the Futures.

20.3

Either party may also withdraw from the Framework Agreement in the event of a material breach of its obligations under the Framework Agreement by sending a written notice in the event that such material breach has not been remedied by the other party even within thirty days after the written notice.

20.4

The effects of withdrawal from the Framework Agreement shall take effect on the date on which the notice of withdrawal is received by the other party, unless the notice of withdrawal specifies that its effects shall take effect at a different later time.

20.5

The withdrawal from the Framework Agreement sent by Citfin shall be deemed to have been delivered to the Client on the third business day after a notice was sent via a postal service provider within the Czech Republic, or on the fifteenth business day for a notice sent abroad, unless earlier delivery is proven.

20.6

The Client is always obliged to specify in the notice of withdrawal from the Framework Agreement how the balance on the Client Payment Account is to be handled. In the event of withdrawal from the Framework Agreement by Citfin, the Client is obliged to provide this information to Citfin upon request without undue delay. The provision of Article 19.5 and 19.6 shall apply mutatis mutandis.

21 Agreement on the Framework Agreement

21.1

The request for termination of the Framework Agreement by agreement must be made in a form and manner similar to the notice of the Framework Agreement pursuant to Article 19.1 and 19.2 of these GBT.

21.2

The request for termination of the Framework Agreement by agreement or draft agreement on termination of the Framework Agreement (the Client is entitled to use the sample form of agreement on termination of the Framework Agreement provided to the Client upon request). The draft agreement shall include a proposed date for termination of the Framework Agreement and cancellation of the Client Payment Account and an order to dispose of the balance in the Client Payment Account. In the event that the draft agreement on termination of the Framework Agreement does not contain an order to dispose of the balance in the Client Payment Account, the Client is obliged to send the order to dispose of the balance in the Client Payment Account to Citfin via the BankServis application or in paper

form with a certified signature of the Authorised Person or via the Client's data box by sending a data message to Citfin's data box before the date of cancellation of the Client Payment Account.

21.3

The date of cancellation of the Framework Agreement requested by the Client and specified in the draft agreement shall not be earlier than 3 business days after the date of delivery of the request by the Client to Citfin and not later than 90 calendar days after the delivery of the draft agreement by the Client to Citfin.

21.4

Citfin confirms acceptance of the Client's draft proposal to terminate the Framework Agreement by agreement by sending the Agreement on Termination of the Framework signed on behalf of Citfin to the Client's postal address or by data message to the Client's data box. The Framework Agreement is terminated on the date specified in the draft agreement. The Client is always sent a written notice of cancellation of the Client Payment Account to the Client's postal address. In the event that the Client fails to deliver a disposition order to Citfin with the balance in the Client Payment Account before the date on which the Account is cancelled, then Citfin shall proceed in accordance with Article 19.6 of these GBT.

22 Final Provisions

22.1

In accordance with the provisions of the Framework Agreement, Citfin can make the following changes to the Contractual Documentation as specified below:

Type	Possibility of change and Method of Notification of Change	Change Effective Period	Termination of the Framework Agreement
Framework Agreement and its annexes	Only by an amendment agreed between the Client and Citfin or by the procedure set out in the Framework Agreement	According to the agreed effective date in the amendment or according to the effective date in the Framework Agreement	If agreed in the amendment
GBT, Rate Schedule and Complaints Procedure	Unilaterally upon notification of changes sent to the BankServis application	Two months before the date on which the change is to take effect	If the Client rejects the changes following the procedure set out in the Framework Agreement, the termination shall take effect on the date of delivery of the letter to Citfin.
GBT, Rate Schedule and Complaints Procedure due to a change in legislation or in favour of the Client Technical Information and Product Sheets	Unilaterally upon notification of changes sent to the BankServis application	On the date specified in the notification of changes	In accordance with Article 20.2(a)

22.2

Citfin shall be entitled to use a Third Party to perform its obligations under the Framework Agreement and the GBT.

22.3

When communicating using BankServis, the Citfin API or the Client API, the Client shall:

a) take all measures to protect and ensure the security of the electronic communication and the entire system, including security components (access passwords, codes, registered mobile numbers, rRegistered email addresses, Tokens);

b) notify Citfin immediately of any loss, theft and/or misuse of the Authentication Device or access password. Verbal information must be confirmed in writing by the Client. Citfin will immediately block the concerned Authentication Device or the access password. The blocking can be done for a limited period of time or permanently. The blocking can also be done at the Client's request;

c) in such case immediately notify Citfin of changes to the Authorised Person or registered mobile number or Rregistered email address using the change notification form designated by Citfin for this purpose.

The Client is fully liable for all acts, actions, transactions, payments, etc. carried out in its name and on its account using the Authentication Device and the access password. Citfin shall terminate the validity of the Authentication Device and the access password without undue delay after delivery of a request pursuant to paragraphs b) to c) above, but no later than the first business day following delivery of the request.

Electronic communication using the BankServis application is a supporting tool for communication between the Client and Citfin.

22.4

It is the Client's obligation to read the contents of any message delivered by Citfin via the BankServis application without undue delay.

22.5   Confidentiality

Citfin and the Client agree not to disclose or use any confidential information to any Tthird Pparty for any purpose, except with

a) the prior written consent of the other party;

b) such disclosure is required by generally binding laws, regulations or international agreements, such as under the AML policy, EMIR, or the Act on International Cooperation in Tax Administration;

c) the disclosure of confidential information to the party's group and its agents, legal representatives, accountants, professional advisers;

d) where one of the parties is pursuing its claim against the other party through legal proceedings, if the use of such information is required for the legal proceedings; or

e) it is expressly permitted by the GBT or the Framework Agreement.

For the purposes of this provision, confidential information means any information relating to the business terms of the contractual relationship between Citfin and the Client, as well as information provided by the parties to each other and their respective advisers in connection with matters relating to the contractual relationship. Confidential information does not include information that is or becomes publicly available (other than through unauthorised use or disclosure) or information provided to one of the parties by a third party that is authorised to provide such information.

22.6

The Client is not entitled to transfer, assign, or pledge any rights or claims against Citfin without Citfin's prior consent. Citfin is not entitled to assign any rights or claims under this Framework Agreement and the GBT to a third party without the Client's consent.

22.7

Citfin is entitled or obliged to identify the Client and the Authorised Person in the performance of the Framework Agreement. The Client acknowledges and agrees that Citfin makes a photocopy of the documents submitted (e.g., extract from the Commercial Register, identity card) in order to identify the Client and the Authorised Persons. The photocopying and storage of documents is allowed or ordered by the AML policy. Identification is always carried out by Citfin in accordance with the law and to the extent provided for by the law. In the event that the Client (or Authorised Person) refuses to comply with the required scope of identification, Citfin is entitled to refuse to provide the payments/services in question. Citfin is entitled to refuse the provision of Services while maintaining the Client's anonymity at any time. At any time during the contractual relationship with the Client, Citfin is entitled to require the Client to provide documents or information, in particular proof of the origin of the funds, including proof of the nature of the intended Payment Transaction.

Citfin is entitled to refuse or postpone the execution of a Payment Order of the Client, regardless of the currency of payment, the execution of which could violate the laws of the Czech Republic or the laws of the country of the intermediary bank or the commercial policy of the intermediary bank. For the reasons in the previous sentence, Citfin is also entitled not to accept payments in favour of the Client. The Client also acknowledges that, for the above reasons, the funds may be returned or withheld by the intermediary bank. This provision particularly applies to outgoing or incoming payments where the Rrecipient or the Ppayer has an address in high risk countries and/or the Rrecipient's or Ppayer's institution is owned by entities in those countries. See www.citfin.cz for the current high-risk country list.

Citfin fulfils its obligations under the Act on International Cooperation in Tax Administration, in particular by ascertaining tax residency information and, where applicable, fulfilling its reporting obligation.

22.8

Both Citfin and the Client are obliged to inform the other party immediately of any material/substantial fact that could affect the execution of a specific transaction orExchange Ttrade, immediately by telephone, followed by confirmation in scanned form as an email attachment.

The Client is obliged to inform Citfin of any facts that affect or could affect the Client's ability to perform its obligations in a proper and timely manner.

22.9

Citfin is entitled to refuse to accept any document, authenticity, completeness and/or accuracy of which it has doubts about and which it deems necessary for the proper provision of the requested Service, and in such case is entitled to request the Client to provide such further information and documents as it deems necessary to prove the authenticity, completeness and/or accuracy of the information or documents in question. Citfin is also entitled to request verification of the Client's signature on selected documents, and the Client is obliged to comply with such

request.

22.10

Communications with the Client regarding investment services are recorded. Citfin shall keep records of communications for at least 5 years. In justified cases, CNB may decide that Citfin is obliged to keep records of communications for up to 7 years. Citfin provides the Client with communication records relating to the Client upon the Client's request.

22.11 Protection of Client Assets

Citfin keeps the Clients' funds in Separate Accounts with financial institutions in the ~~Czech Republic or another European Union country~~European Economic Area separate from its own funds. A current list of financial institutions where Clients' funds are deposited in a given currency is available on Citfin's website. Citfin distinguishes at all times the assets held for one Client from the assets held for other Clients and keeps records of the third party account in which each Client's assets are held.

Citfin has effective rules and organisational measures in place to minimise the risk of loss or devaluation of Client assets or rights associated with such assets due to misuse of Client assets, fraud, mismanagement, inadequate record keeping or negligence.

Citfin takes the following measures to ensure its clients assets receive maximum protection:

a) Regular checks of the accounting for exchange transactions

b) Reconciling from a document provided by third parties;

c) Reconciling from an assessment based on the Client's instructions to internal records of each Client's funds.

Claims related to the deposit of funds with financial institutions under a special regime claim pursuant to Section 41f of the Banking Act are asserted by the Client against the relevant institution that maintains the account and in the event of its failure, the Client cannot turn to Citfin, as this is a claim/receivable in respect of the Client's funds in a special regime account (i.e., where funds of more than one person are recorded in one account) representing a special regime deposit claim. In the event of failure of such an institution, the Client does not have the right to demand the release of funds from Citfin.

22.12 Conflict of Interest

In order as much as possible to prevent conflicts of interest, Citfin has established a multi-level organisational structure with an appropriate division of responsibilities and also has adopted other organisational measures. If a conflict of interest cannot be avoided by the above mechanisms, Citfin shall inform the Client of the nature or source of the conflict of interest. In the event of an unavoidable conflict between the Client's interests and Citfin's interests, Citfin shall always give priority to the Client's interests over its own interests. If there is an unavoidable conflict of interest between Clients, Citfin will ensure that all Clients are treated fairly. Upon the Client's request, Citfin will provide further information on the resolution of any such conflict of interest.

23 Glossary

Current Market Value of an Open Futures Trade is calculated as the Exchange Volume reassessed in accordance with the current exchange rate on the interbank market.

AML policy refers to the Act 253/2008 on Certain Anti-Money Laundering and Anti-Terrorism Financing Measures as amended.

Exchange Trade Settlement Bank Accounts refer to the Client's accounts selected by the Client in the Framework Agreement for the settlement of Exchange Trades. A list of the Client's bank accounts held with financial institutions is specified in the Framework Agreement. Citfin is entitled to request confirmation proving the truthfulness of the Client's declaration of account ownership.

BankServis is Citfin's Internet banking service.

Total Current Market Value of Open Futures is calculated as the sum of all Current Market Values from each single Client's individual Open Futures. The Total Current Market Value of Open Futures is calculated in CZK, the values held in foreign currencies are converted into CZK at the current market rate on the interbank market.

Total Potential Profit is calculated as the sum of all Potential Profits from each single Client's Open Futures. The Total Potential Profit is calculated in CZK, the values held in foreign currencies are converted into CZK at the current market rate on the interbank market.

Citfin API is an instrument that enables the Client to use selected Third Party Services based on the Client's authorized instruction.

Citfin SD refers to Citfin, savings cooperative, Company ID: 257 83 301, with its registered office at Prague 5, Radlická 751/113e, entered in the Commercial Register of Municipal Court in Prague under File no. Dr 4607.

CNB is the Czech National Bank that acts as a supervisory authority over to Citfin's activities in the area of investment and payment services. The registered office of the Czech National Bank is at Na Příkopě 28, Prague 1, 110 00.

Derivative Contract refers to a contract the subject of trade of which is a financial instrument specified in Section C, points 4 to 10 of Annex I to Directive ~~2004~~2014/~~65/39~~EU~~C~~.

Foreign Currencies are funds in a foreign currency.

Additional Deposit is an Deposit topped up by the Client at Citfin's request if the percentage of coverage of Open Futures transactions falls to or below the value specified in the Framework Agreement as the Coverage ~~Margin~~Limit.

EEA is the European Economic Area, which includes all Member States of the European Union plus Norway, Iceland, Lichtenstein, and Switzerland.

EMIR is the Regulation No. 648/2012 of the European Parliament and the EU Council on OTC derivatives, central counterparties and trade repositories, as amended and supplemented, which applies to participants in Derivative Contracts. Options for accessing EMIR-related regulations are listed at www.citfin.cz.

Financial Collateral has the meaning specified in the Framework Agreement.

Currency Forward is buying or selling Foreign Currencies at an exchange rate fixed by agreement, with the ~~Future T~~trade settlement taking place at an agreed time (at the earliest in two days and at the latest in one year).

Forward Points reflect the difference between the Exchange Spot Rate with a settlement date two business days after the negotiation of the Exchange Trade and the Exchange Rate agreed for a specific Exchange Trade with a different settlement date. Their main component is the difference between the interest rate values of the currencies being exchanged, with Forward Points being

generally quoted on the markets.

Coverage ~~Margin~~ **Limit** on the ~~C~~current ~~M~~market ~~V~~value of ~~the negotiated but not yet settled~~Open Futures is a percentage defined in the Framework Agreement, which determines the Client's obligation to transfer the Additional Deposit to the Client Payment Account.

IBAN is an international standardised form of account number which has been created in cooperation with the European Banking Standards Committee (and which allows the unambiguous identification of the account, country and credit institution of the Payee~~payee~~ in the case of cross-border transfers.

Insolvency Act refers to Act No. 182/2006 Coll., on Bankruptcy and Methods of its Resolution (Insolvency Act), as amended; in the case of a general reference to the Insolvency Act, then also any legal regulation governing bankruptcy and methods of its resolution or any other legal regulation affecting the rights of creditors, as well as any foreign legal regulation similar to the Insolvency Act.

Client is any person or legal entity that has entered into a Framework Agreement with Citfin. The Client also includes the Authorised Person, as appropriate.

The **Client API** is an application interface for processing P~~p~~ayment T~~r~~transactions and providing information on all activities on the Client Payment Account made by the Client through Citfin. It is a one-way flow of information towards the Client.

Confirmation is defined as a written confirmation of an Exchange Trade that has been concluded via the Dealing Department or the BankServis application.

Correspondent Bank is a credit institution through which Citfin arranges for the execution of payment services outside of the scope of its competence.

Alternative Verification means the verification of the Client's identity by means of a series of additional questions to which only the Client or an Authorised Person may know the answer.

Exchange Volume is the type and amount of currency to be exchanged within an Exchange Trade.

Outgoing Payment Transaction means a Payment Transaction in which funds are debited from the Client's Payment Account who is the Payer in relation to such Payment Transaction.

Option is a contract between the Client and Citfin under which the Client has the right to purchase or sell Foreign Currencies at a fixed exchange rate within a predetermined period of time.

Authorised Person is a natural person authorised to act for the Client on the basis of a legal representation or power of attorney in accordance with the scope specified in Annex 1 of the Framework Agreement. Authorisation is evidenced by a written power of attorney for a given legal action with officially certified signatures of the members (or member) of the statutory body.

Order is an instruction for the negotiation of an Exchange Trade such as a Spot Trade which is automatically executed when a pre-agreed exchange rate is reached.

Open Futures Trade is a duly negotiated and pending Futures Trade arranged between the Client and Citfin.

Authentication Code is a numeric code delivered in an SMS sent to the mobile phone number specified in Annex 1 of the Framework Agreement or a Token Code generated via a Token device. This is a one-time code that cannot be used repeatedly and has a limited validity.

Authentication device is a registered mobile number or Token device). The Registered Mobile Number or Token Device Registration Number are set out in Annex 1 of the Framework Agreement.

Civil Code refers to Act No. 89/2012 Coll., as amended.

Phonebanking is a service that enables the Client to learn about his/her balance on the Account and to submit Payment Orders by phone.

Payer means the User from whose Account funds are to be debited for the execution of a Payment Transaction on the basis of a Payment Order or who makes funds available for the execution of a Payment Transaction.

Payment Order is an instruction to the Provider by which the Payer or Payee requests the execution of a Payment Transaction.

Payment Transaction is the transfer and receipt of Client's funds in domestic or foreign currency from/to other bank accounts.

Initial Deposit refers to a Deposit intended to cover the negative value of the Potential Profit of an Open Futures Trade.

Potential Profit from an Open Futures Trade is calculated as the difference between the Exchange Volume, i.e., the value of the Open Futures Trade at the time of the trade and the Current Market Value of the Open Futures Trade including Forward Points. The Potential Profit may have either a positive or negative value, depending on the development of the exchange rate and the F~~f~~orward P~~p~~oints.

Percentage Coverage of Open Futures is calculated as a quotient whose numerator is equal to the sum of the Deposit and the Total Potential Profit minus the sum of the absolute values of all negative balances on the Client Payment Account and whose denominator is equal to the Total Current Market Value of ~~the~~ Open Futures.

Incoming Payment Transaction is a Payment Transaction in which funds are credited to the Client Payment Account who is the Payee in relation to such Payment Transaction.

Payee refers to the user to whose account the funds should be credited based on the Payment Order or to whom the funds should be made available based on the Payment Order.

Client Payment Account is a separate account maintained by Citfin for the Client and used for the execution of Payment Transactions / Exchange Trades by Citfin as instructed by the Client and for the recording of such Payment Transactions / Exchange Trades.

Framework Agreement is the contract between the Client and Citfin that governs the terms and conditions for the performance of individual Services.

Registered email is the Client's email address used to send login details for PIN activation/renewal to the BankServis application. The registered email can only be linked to one email address and cannot be used by more than one person.

Separate Account is Citfin's current account for the execution of Payment Transactions / Exchange Trades between the Client and Citfin.

Rate Schedule refers to the current Citfin schedule of fees, which sets out, in particular, the amount of fees for the payment services provided under the sub-contracts concluded between the Client and Citfin.

Citfin API Service allows a Client to instruct a Third party to instruct Citfin to implement the following Third-party services:

    a) Indirect payment orders,
    b) Information about the Client Payment Account, and
    c) Querying the balance in the Client Payment Account.

Payment Account Information Service is the service provided by a Third Party consisting in communicating a Client Payment Account related information as part of the Citfin API service.

Indirect Payment Order Service is the service provided by a Third Party consisting in submitting a Payment Order to transfer funds from the Client Payment Account on behalf of the Client (P~~p~~ayer), as part of the Citfin API service.

The **Client API Service** allows the Client to access information on all activities and movements in the Client Payment Account made by the Client through Citfin.

The meaning of **Services** is specified in the Framework Agreement.

Exchange Trade refers to Futures and ~~a~~ Spot Trades, incl. Order.

Spot Rate is the exchange rate valid at the time the Exchange Trade is agreed.

Spot trade is the purchase or sale of Foreign Currencies at a current fixed Spot Exchange Rate.

Currency swap is selling or buying one currency in exchange for another and subsequently repurchasing or reselling it after a certain period of time at an exchange rate agreed beforehand. A Swap is used to overcome a temporary liquidity shortage in one currency while simultaneously creating a liquidity surplus in another currency.

SWIFT is an acronym for the Society for Worldwide Interbank Financial Telecommunication. It is used for interbank electronic communication and payment transactions.

Futures are Forwards, ~~and~~ Swaps and Options.

Token is an electronic security key on the Authorised Person's device used to secure access to the Client Payment Account when calling the BankServis, Client API, Citfin API and as proof that the Authorised Person can access the Client Payment Account.

Durable Data Medium is any instrument that allows information to be stored and retained, in a way suitable for future use, for a period of time appropriate to its purpose and that allows the reproduction of the stored information in an unaltered state. Citfin considers a Durable~~permanent~~ D~~d~~ata Medium~~carrier~~ to be primarily the storage of messages in the BankServis application, the email address designated by the Client in the contractual documentation or documents in paper form, as well as any other forms of media and communication techniques that legislation and/or case law will consider to be permanent data (information) carriers.

Third party is a payment service provider other than Citfin, i.e., the provider of the Payment Account Information Service and/or the Indirect Payment Order Service.

GBT means the currently valid version of the General Business Terms of Citfin that govern the contractual relationships between the Client and Citfin for all the provided products for which the Client has opted. The General Business Terms are an integral part of the Framework Agreement.

The meaning of **Secured Debts** is specified in the Framework Agreement.

The Client's **Deposit** for the settlement of Futures shall be calculated as the sum of all funds deposited by the Client in the Client Payment Account as Initial Deposit and Additional Deposit to cover Open Futures. The Total Deposit is calculated in CZK, the values held in foreign currencies are converted into CZK at the current market rate on the interbank market.

Law on Financial Collateral refers to Act No. 408/2010 Coll., as amended.

Act on International Cooperation in Tax Administration refers to Act No. 164/2013 Coll., as amended.

Banking Act refers to Act No. 21/1992 Coll., as amended.

Capital Market Act refers to Act No. 256/2004 Coll., as amended.

Payment Systems Act refers to Act No. 370/2017 Sb., as amended.

24   **Final Provisions**

24.1

If the Client's data or other information contained in the contract changes during the course of the contractual relationship, the Client shall immediately notify Citfin of such changes. Changes to the Client's identification and contact details, bank accounts for settling Exchange Trades, Authorised Persons and registered telephone number and ~~r~~Registered email shall be notified via the Change Notification Form annexed to the GBT or the Client's onboarding web interface. Changes to other data and declarations shall be notified by the Client in a format resulting from the change. Notification of changes must be signed by A~~a~~uthorised P~~p~~ersons and delivered to Citfin.

24.2

The Framework Agreement shall be governed by the laws of the Czech Republic. Any disputes between the Parties arising out of or in connection with the Framework Agreement shall be resolved, if possible, amicably in the first place. In the event of dissatisfaction with the resolution of a complaint or claim relating to the Services, the Client is entitled to submit a complaint with the Czech National Bank. If an amicable solution is not reached, the ordinary courts of the Czech Republic shall have jurisdiction to resolve any disputes. The Parties agree that in the event of a dispute between the Client as an entrepreneur and Citfin, the court of competent jurisdiction shall be the court corresponding to the registered office of Citfin.

24.3

An integral part of these GBT are:

Annex 1: Citfin FT Rate Schedule

Annex 2: Citfin Complaints Procedure

Annex 3: Technical Information

Annex 4: Change Notification Form

24.4

These GBT are valid as of November 15, 2024~~of 1 June 2023.~~.

Annex 4 to the GBT: Change Notification Form

1. **Client identification and communication channels:**

Client:	
Registered office:	
Company ID:	
Tax ID:	
Tax residence:	
The VAT payer:	Yes / No
Taxpayer Identification Number (US/TIN):	
The main subject of activities:	
Countries where you have a branch(es) and/or the country of the parent company:	
Postal address:	
Phone:	
Email:	
Website:	
LEI number:	

2. **Bank Accounts for Settlement of Client's Currency Exchange Trades**

Account currency	Account number:	IBAN:	Country of the Bank:	Bank name:

3. **Online Exchange:**
   YES x NO

4. **Statutory representatives and persons authorised to act for the Client (Authorised Persons):**

Person:

Name and surname:	
Position:	
Permanent residence:	
Birth certificate number:	
Date of birth:	
Sex:	
Registered eEmail:	
Authorised persons and consents	
Person signing the Framework Agreement:	Yes / No
Authority to enter into Currency Exchange Trades at the Dealing Department	Yes / No
Authority to communicate electronically	Active / Passive / Active right with limitation of 2 signatures
Mobile phone registration number:	

5. **Inactive statutory body without authority:**

Name and surname:			
Permanent residence:			
Birth certificate number:			
Date of birth:			
Sex:			
Nationality:		City and Country of Birth:	
Politically exposed person:		U.S. residence permit holder / Green Card	
Country of tax residence:		Other countries of residence:	
All tax residencies:			

6. Beneficial owner information

Name and surname:			
Permanent residence:			
Birth certificate number:			
Date of birth:			
Sex:			
Nationality:		City and Country of Birth:	
Politically exposed person:		U.S. residence permit holder / Green Card	
Country of tax residence:		Other countries of residence:	
All tax residencies:			

Place:…………….……..Date:………………….…………

………….……………………………………………

Client

Authorised person