

Annex 4 to Corporate Account Agreement - General Business Terms

1 INTRODUCTORY PROVISIONS

1.1

Citfin, spořitelní družstvo, Company ID: 257 83 301, Bucharova 1423/6b, 158 00 Prague 13, incorporated in the Commercial Register of the Prague City Court, File No. B 4607 ("Citfin") is a credit union established in accordance with Credit Unions Act, whereunder it has been granted authority to operate as a cooperative bank pursuant to the Credit Unions Act and is licensed to provide the following services:

- a) execution of Foreign Exchange Trades, i.e., purchase or sale of foreign currency against domestic currency, purchase or sale of foreign currency against other foreign currency;
- b) establishment and management of a Payment Transaction Account
- c) provision of BankServis;
- d) provision of Phonebanking;
- e) provision of the Client API Service for the Account;
- f) provision of the Citfin API Service.

("Services").

Citfin is entered in the lists of regulated and registered entities maintained by the ČNB. Citfin provides Services only to individuals and entities that are members of Citfin.

1.2

Citfin's activities and its compliance with the Credit Unions Act and other laws and regulations governing its activities are supervised by the ČNB, Na Příkopě 864/28, 115 03 Prague 1.

1.3

Citfin is a member of a deposit guarantee scheme laid down in the Credit Unions Act. Deposits, including interest, are insured under the terms of the Bank Act. All claims from Clients on funds deposited with Citfin are insured, including interest recorded as credit balances on the Accounts.

Establishing Membership

1.4

Conditions for an Applicant to join Citfin as a member include, among others, submission of a written application and payment of the membership share set by the Statutes. The Board of Directors of Citfin decides on admission as a member of Citfin. Membership is addressed in greater detail in the Statutes, where the current version is available at www.citfin.cz.

1.5

No Applicant is entitled to receive benefits from Citfin prior to becoming a member. Any contract concluded between Citfin and an Applicant shall only enter into effect when the Applicant has become a member of Citfin.

Contractual Documentation

1.6

The terms and conditions of cooperation and the manner of providing individual Citfin Services to Clients are governed by the Corporate Account Agreement, the General

Business Terms and their annexes, i.e., the Price List, Complaints Procedure, Technical Information and the Product Sheet, collectively referred to as Contractual Documentation.

1.7

Citfin provides information pursuant to Section 132 et seq. of the Payment System Act, to Section 4(1) of the Credit Unions Act, and through these General Business Terms, the Product Sheet and the Statutes.

1.8

Citfin provides Services to Clients on the basis of their registration. Registration is done online by the Client through web interface for online Client onboarding providing all information and documents required herein. The Client clicks on the "Sign" button that appears during the registration to express agreement to fulfil the conditions of membership in Citfin in order to express his or her willingness to become a party to the Corporate Account Agreement.

Cooperation

1.9

Citfin and the Client agree to cooperate with each other to the extent needed for the provision of Services. Citfin and the Client shall act in good faith in meeting their mutual obligations under the Contractual Documentation. Citfin shall act in a competent manner, in all fairness, and in the Client's best interests.

1.10

Both Citfin and the Client are obliged to call by phone the other immediately to inform of any relevant factors that could affect the execution of a specific Foreign Exchange Trade or Payment Transaction and then subsequently confirm them either in an email message or scanned form attached thereto, or in a message to BankServis, or in a message sent by data box. 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.

1.11

Citfin is entitled to refuse to accept any document if doubt is cast on its authenticity, completeness and/or accuracy and should Citfin deem necessary for proper provision of the requested Service, and, in such a case, Citfin is entitled to request from the Client the provision of 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 obligated to comply with such a request.

Services Provided by Citfin

1.12

The Client communicates with Citfin for and during the provision of Services through BankServis, through Phonebanking, or through the Dealing Department at Citfin, and to the following extent:

- a) the Client can inquire about the balance on the Account and make Payment Transactions;
- b) the Client can arrange Spot Trades through the BankServis;
- c) the Client can remotely log in to the Account to

communicate with Citfin as outlined in a);

- d) the Client can arrange Foreign Exchange Trades through the Dealing Department.

2 INFORMATION ON ACCOUNTS AND PAYMENT TRANSACTIONS

Account

2.1

Citfin will open either a single-currency or multiple-currency account, where the Client can use multiple currency sub-accounts.

Citfin opens Accounts and currency sub-accounts for the following currencies: AED, AUD, BGN, CAD, CNY, CZK, DKK, EUR, GBP, HKD, HUF, CHF, ILS, JPY, MXN, NOK, NZD, PLN, RON, SAR, SEK, SGD, THB, TRY, USD, ZAR.

Opening an Account, General Information about Accounts, and Closing an Account

2.1.1

When a written Corporate Account Agreement has been concluded, Citfin will open an Account for the Client in CZK and, at his or her request, currency sub-accounts in any of the currencies Citfin offers.

2.1.2

Citfin does not maintain anonymous accounts. When opening an Account, the Client is required to disclose information, and to provide evidence thereof, particularly of any relevant facts necessary for determining the tax regime, namely information about the Client's tax domicile and a statement of whether or not the Account will be used for business purposes. The Client is obligated while the Account exists to use it solely for the intended purpose.

Rights and Obligations in Relation to the Account and When Handling It

2.1.3

Citfin is obliged to maintain the Account in accordance with the provisions of the Corporate Account Agreement, the General Business Terms, and Price List, and in particular:

- a) to accept cash deposits and payments into the Account;
- b) to make non-cash payments from the Account to another account held by Citfin or another credit institution, as instructed by the Client and/or the Authorized Account Holder, and from funds deposited in the Account;
- c) to pay to the Client interest on the Account's credit balance if it bears a positive interest rate;
- d) to carry out other duties in accordance with the specifics of the particular Account.

2.1.4

The Client is obliged to maintain the Account in accordance with the provisions of the Corporate Account Agreement, the General Business Terms, and the Price List, and in particular:

- a) to fulfil all obligations set out in the Contractual Documents and related arrangements and agreements with Citfin, all in accordance with legislation;
- b) to maintain sufficient funds in the Account to debit fees;
- c) to dispose of funds in the Account only in accordance

with legislation, the Corporate Account Agreement, the General Business Terms, and the Price List;

- d) to dispose of funds in the Account only up to the Available Balance. Should there be an unauthorised debit balance, the Client shall be obligated to immediately settle it together with interest thereon. The amount of interest thereon is set in the Price List;
- e) to pay interest on the credit balance in the Account were the interest rate negative;
- f) should Citfin be obliged in fulfilling the Corporate Account Agreement as negotiated with the Client and/or in connection with the transfer of funds by the Client and/or third parties from or to the Account, the Client shall pay such charges and make such payments to Citfin in full;
- g) to carry out other duties in accordance with the specifics of the particular Account.

2.1.5

Citfin assigns to each Account a unique number thereto, and both Citfin and the Client shall mention the number in communications between them regarding the Account. The Account is likewise identified by its name, which must include the Client's full name, or the designated name or trade name of the Client. If the Account is a multiple-currency account, then all its currency sub-accounts will have the same number as the Account and be distinguished by the three-letter ISO currency code. Citfin is entitled to change the number of the Account in justified cases after having notified the Client beforehand thereof. The Client acknowledges and agrees that Citfin bears no responsibility for costs incurred by the Client which are associated with the change in the number thereof and will not cover those costs.

Debit Authority

2.1.6

Citfin shall be entitled to debit funds, without the Client's consent, from any and all accounts maintained by Citfin for the Client in the following cases:

- a) to settle fees for Services or for the payment of debit interest according to the Price List;
- b) to pay withholding tax as set forth in legislation;
- c) in compliance with Citfin's legal obligations in the case of enforcement action;
- d) to set off claims and obligations when the Account is closed;
- e) to cover such charges and payments as mentioned in 2.1.4(f) of the General Business Terms;
- f) in other cases, stipulated in Contractual Documentation or provided in legislation.

2.1.7

If a claim is in a currency other than what is in the balance held by the Client, Citfin shall be entitled to exchange the Client's funds for that currency at the exchange rate published by the ČNB on the date when the funds are debited.

Citfin is entitled to debit funds from all Client Accounts established and maintained with Citfin without the Client's consent, in the course of executing a corrective settlement due to an erroneous transaction by Citfin, in accordance with applicable legal regulations. The corrective settlement shall be executed in the currency of the erroneous transaction. If a currency exchange occurred, Citfin is

authorized to perform a currency exchange in the currency of the erroneous transaction, using the Czech National Bank exchange rate valid on the date of the erroneous transaction.

2.1.8

Based on an agreement with the Client, Citfin is entitled to block an agreed amount on the Account for a specific purpose and for a specified period of time, and to restrict the handling of funds in the Account for the benefit of a designated person to the fulfilment of specified conditions.

2.1.9

The Account may either be handled by either the holder thereof or by his or her legal representative. Another person is authorised to handle the Account only by virtue of a special power of attorney granted by the Client with an officially certified signature. The Client specifies the Authorized Account Holders in the Corporate Account Agreement. Authorized Account Holders are entitled to dispose of funds in the Account up to the Available Balance, unless the Client restricts them. None of the Authorized Account Holders are authorised to amend or terminate the Corporate Account Agreement, or to close the Account, nor are they entitled to be granted further authorisation to handle funds in the Account or to change how they forward correspondence associated with managing the Account. Authorized Account Holders are required to be properly identified in accordance with Art. 7 of these General Business Terms.

2.1.10

Any Authorized Account Holder can set up his or her rights in accordance with Art. 8.1 of Technical Information.

2.1.11

The Client shall list in the Corporate Account Agreement the Authorized Account Holders authorised to enter into transaction agreements on behalf of the Client and on the Client's account, and any restrictions in what they can do. The Client will keep the list up-to-date and is responsible for keeping it timely.

Account Statements

2.1.12

Citfin will provide a statement of the Account containing a summary of all Payment Transactions, balance of funds held in the Account, and executed Foreign Exchange Trades negotiated and/or settled during the calendar month, including a quantification of the Client's claims from Citfin and Citfin's claims from the Client.

2.1.13

Unless otherwise agreed, Citfin provides statements to the Client via BankServis at the interval specified in the Corporate Account Agreement or Product Terms, although at least once a month.

2.1.14

The Client may also obtain the information contained in the statement within the agreed Client API service. The Client should notify Citfin of any discrepancies detected from the statement obtained via BankService or the Client API Service without undue delay. The account statement is an accounting document for the Client.

Interest and Taxation of Funds in the Account

2.1.15

If so agreed in the Corporate Account Agreement, funds in the Accounts shall accrue interest at the relevant interest

rate specified in the current Price List or negotiated in the Corporate Account Agreement. The interest rate can be agreed as a variable or fixed rate, and this interest rate can be positive or negative.

2.1.16

Interest on deposits in the Account, if positive, is credited as follows:

- a) monthly, and at all times on the last day of the calendar month;
- b) on the date when the Account is closed.

Dates for crediting interest for each Account are set out in the Corporate Account Agreement. Citfin is obliged to credit interest to the Account on the date of payment specified in this article of the General Business Terms. Interest on deposits is credited to the Account in which it is deposited.

2.1.17

Unless otherwise specified in these General Business Terms, interest on deposits is calculated as simple interest, in other words as the sum of interest on the Account's daily balances over a given period. The deciding factor is the actual number of days in the year and the actual number of days in the period.

Interest rates may depend on the balance in the Account and Citfin is entitled to change them unilaterally depending on financial market developments and its commercial policy. The new interest rate is effective on the date when Citfin announces it.

2.1.18

Interest on deposits is taxed in accordance with applicable law.

Payment Transactions

2.2

Citfin provides the following Payment Transactions:

- a) domestic cashless Payment Transactions;
- b) international cashless Payment Transactions;
- c) internal cashless Payment Transactions.

Citfin cannot credit cash deposits to the Client's Account.

Collection Accounts

2.3

Citfin establishes Collection Accounts for cashless payment transactions with its Clients. A variable symbol is required for any non-cash deposits credited to the Client's Account at Citfin via Collection Accounts. The variable symbol is the number of the Client's Account at Citfin. Duly identified deposits are cleared to the Client's account no later than the second workday subsequent to the day when the funds are credited to the Collection Account.

2.4

Citfin will wait 45 days from when a Payment Transaction has been credited to the Collection Account for either it or the Client to identify the non-cash deposit by documenting it or providing a declaration thereof. If neither has been done by the expiry of the 45-day period, Citfin will return the funds to the Payer's account.

Specifications and Different Types of Payment Services

2.5

Citfin will only handle funds in the Account if they have been transferred thereto in accordance with the Corporate Account Agreement, or with either General Business Terms or Product Terms and/or handled by the Authorized Account Holder. Citfin will also only handle funds directly related to the particular type of Account's specifications and its associated Product Terms. Citfin is entitled to reject orders to handle funds that fail to comply with these requirements and to notify the Client of the rejection.

2.6

Citfin will accept orders to handle funds in the account through BankServis and Phonebanking, or via a so-called Indirect Payment Order, in accordance with Art. 5.3 of these General Business Terms. Orders to handle funds cover, in particular, the placing of a Payment Order, changing or adding payment instructions to a placed Payment Order, and cancelling a Payment Order.

2.7

Payment transactions are recorded and completed by Citfin within the time limits and in the manner prescribed by legislation.

2.8

If the transfer from the Account is not feasible, for example because the Payee's account has been closed, Citfin will credit the funds back to the Account from which they should have been debited. Should the Client's Account either be cancelled after the transfer is handled, or if a deposit to the Client's Account is not feasible, e.g., because the Account has been closed, Citfin will credit the funds to auxiliary records.

2.9

Citfin is not obliged to execute Payment Orders with funds in the Account unless they meet the prescribed requirements or there are sufficient funds in the Account to cover them, or if the balance on the Account after execution of the order would be lower than the minimum Available Balance or the limit specified in the Corporate Account Agreement has been exceeded. Should the balance in the Account after execution of the Client's order be lower than the minimum Available Balance or the Account is overdrawn, the Client shall be solely responsible for all consequences of the overdraft.

Citfin is also not obliged to execute a Payment Order if execution is not objectively possible, similarly to the cases referred to in Article 4.5.6 of the General Business Terms.

2.10

Should the Client die and his or her account has been credited for pensions or similar payments by the state, Czech Social Security Administration, his or her health insurance company and/or others, Citfin is entitled to settle and return to the Payer upon request any amounts therefrom credited to the Client's Account after the date of his or her death.

2.11

Prior to executing a Payment Transaction, Citfin will provide the Client, at his or her request, with information on the maximum time limit for the execution of the transaction, the fee the Client will be obliged to pay, and, if the fee consists of more than one item, a breakdown of these items. Citfin will specify the amount of the fee for an Outgoing Payment Transaction from either the Price List, or specifically from

the Corporate Account Agreement and the Account's statement in BankServis. Citfin is obliged to credit the funds to the Account through the Payee's provider by the deadlines set by the Payment Services Act, although not later than T+4. Payment deadlines may be extended for Citfin to comply with legislation on money laundering and terrorism financing.

2.12

The moment of receipt of the Payment Order is when Citfin receives the Payment Order directly from the Client or at the initiative of the Client (or Authorized Account Holder) via BankServis or Phonebanking, or from the service provider for Indirect Payment Orders.

2.13

If the Client entering the Payment Transaction and Citfin agree to execute the Payment Transaction at a certain time when certain conditions are met or at the end of a certain period, the moment of acceptance will be considered the moment so determined. If the moment of receipt of a Payment Order is outside the Citfin business hours, the Payment Orders are deemed to have been received at the start of the next business day at Citfin.

2.14

The Client agrees to deem Payment Orders received by Citfin after the end of business hours (the cut-off time or 5:00 p.m.) as having been received at the start of the next business day.

2.15

No Payment Order can be revoked by a Client after its due date (which is indicated on either the Payment Order or Foreign Exchange Trade Confirmation).

2.16

The Client may request revocation of a Payment Order even if the due date of the Payment Order has already occurred, while acknowledging that the request may not be granted. A fee specified in the Price List may be charged to the Client for revocation of a Payment Order after the due date of the Payment Order has already occurred.

2.17

If Citfin notifies the Client of discrepancies in a Payment Order (such as an incorrect SWIFT or IBAN), the Client has the option of revoking it by 5:00 p.m. on the next workday subsequent to the moment when Citfin sends the notification. Citfin will phone the Client or message him or her via BankServis, and will also warn the Client of the consequences of any failure to correct the order. Unless the Payment Order is modified by the Client:

- a) Citfin will not execute the payment because it is impracticable (due to the invalid IBAN or SWIFT) and inform the Client in any way thereof; or
- b) Citfin will process the Payment Order and execute the payment according to the original data shown, if the payment can be executed. The Client acknowledges that, in either case, Citfin will not be held liable for any damage that may be caused to the Client from having executed an incorrect Payment Order.

2.18

Citfin may refuse to execute a Payment Order only if the contractual conditions for accepting it have not been met or there is a provision of refusal in legislation. Citfin may refuse to execute a Payment Order if the Client cannot comply with the following conditions for acceptance:

- a) if there are either not enough funds on the Account to

cover the Payment Transaction or if the balance on the Account after execution of the order would be lower than the minimum Available Balance or the limit specified in the Corporate Account Agreement has been exceeded;

- b) if the Client has not indicated or has incorrectly indicated the mandatory details in the Outgoing or Incoming Payment Transaction specified in these General Business Terms;
- c) if the Outgoing Payment Transaction violates legislation in the Czech Republic, legislation in the intermediary bank's country, Citfin's internal rules, or the internal rules of the intermediary bank. This provision applies, in particular, to payments sent or received, when either the Payer's or the Payee's address is in a high risk country and/or the bank of the Payee or Payer is an institution owned by entities in those countries. The current list of high risk countries can be found at www.citfin.cz.

2.19

Should Citfin refuse to execute a Payment Transaction on behalf of the Client, it will immediately inform the Client thereof and provide him or her with the reason for refusing to execute the Payment Transaction. If the reason for refusal is because the Payment Transaction violates the Anti-Money Laundering Act, Citfin will proceed in accordance therewith and with Citfin's internal rules.

2.20

Citfin will execute an Outgoing Payment Transaction abroad or domestically upon the Client's request under the conditions set out in Art. 3 of Technical Information.

2.21

Funds are credited to the Client's Account:

- a) in CZK or the currency of an EEA Member State on the same workday as when Citfin receives the amount of the Payment Transaction from the Payer's provider;
- b) in a currency of a country other than an EEA Member State at latest on the day subsequent to the workday when Citfin has received the amount of the Payment Transaction from the Payer's provider.

Domestic cashless Payment Transactions

2.22

"Domestic cashless Payment Transactions" means the transfer of funds in CZK to and from Financial Institutions within the Czech Republic except for transfers of funds between individual accounts held by Citfin with identification code 2060. Citfin handles domestic cashless Payment Transactions in the following ways:

- a) one-time Payment Order initiated by the Payer;
- b) one-time direct debit order initiated by the Payee;
- c) standing payment order initiated by the Payer;
- d) direct debit authorization.

2.23

Payment Orders for domestic Payment Transactions are required to contain the particulars set out in Art. 3.3 of Technical Information.

2.24

The Client can also indicate additional details on Payment Orders for domestic payment transactions: variable symbol, specific symbol, constant symbol, text message, date of issuance of the order for settlement.

2.25

Payment Orders for cashless domestic payments whose due date is the same as the current calendar date can be entered via BankServis or Phonebanking until 5:00 p.m. on a workday. Such an order will be settled on the same business day. Citfin guarantees that funds debited from the Client's Account will be credited to the account at the Payee's bank no later than the business day subsequent to handling of the Payment Order.

International cashless Payment Transactions

2.26

"International cashless Payment Transaction" means the transfer of funds in CZK to and from foreign financial institutions and transfers in other currencies, except for transfers of funds between individual accounts held by Citfin with identification code 2060. These are always one-time Payment Orders initiated by the Payer.

2.27

A Payment Order for an international cashless Payment Transaction includes the following mandatory details:

- a) requirements pursuant Art. 3.3. of Technical Information;
- b) additional parameters are required for payments in certain currencies that are available on the Citfin website (<https://www.citfin.cz/zahranicni-devizove-platby/>);

2.28

In international Outgoing Payment Transactions, Citfin is entitled, in compliance with legislation:

- a) to request documents proving the purpose of the payment prior to processing it;
- b) to determine the method of transfer and to use correspondence relationships of its own choice and discretion, unless the Client specifies otherwise;
- c) to change the details of the payment if legislation in the Czech Republic so requires it;
- d) to change payment details after agreeing with the Client and at the Client's request (where the Client is obliged to make the request via BankServis or Phonebanking).

2.29

For international Incoming Payment Transactions, Citfin is entitled to request documents proving their purpose.

2.30

Payment Orders for cashless international payments can be submitted in CZK and in currencies in which Citfin maintains currency sub-accounts.

2.31

Only the SHA fee type according to the Price List can be selected for payments within the EEA in EUR or another EEA currency. In all such international payments, the amount of the transaction will be credited to the Payee's account in full and any fee will be charged separately from the transaction. The fee will then be shown as a separate item on your current Account statement.

2.32

If funds in another currency are transferred to an Account held in a single currency, Citfin will credit the Account with funds in the Account's currency at the amount converted at the current Citfin exchange rate.

2.33

If funds are transferred to a multiple currency Account in a currency offered by Citfin, but the Client does not have a currency sub-account in that currency, Citfin will automatically open a sub-account in that currency for the Client and credit the funds received to that sub-account.

2.34

In funds in a currency other than what Citfin offers are transferred to the multiple currency Account, Citfin will credit the Account with funds in EUR or USD depending on the Correspondent Banks' processing of the Incoming Payment Transaction and in the amount converted at the Correspondent Bank's exchange rate.

2.35

Orders for cashless international payments are settled on the due date. A mandatory detail in international Payment Orders is the speed of the Payment Transaction within the meaning of Art. 3.4 of Technical Information.

2.36

For transactions outside EEA, the time it takes for the Beneficiary's bank account to be credited depends on how the transaction is processed by the Correspondent Banks.

2.37

The Client acknowledges that for transactions outside EEA, the OUR fee type may be changed by the correspondent foreign bank to the SHA or BEN fee type, in which case the Beneficiary may receive a reduced amount according to the fee type.

2.38

In international Payment Transactions, the time required to credit funds to the Payee's bank account will be affected by national holidays in both the country of the Payment Transaction's currency and in the country of the Payee's bank.

Cashless internal Payment Transactions

2.39

"Cashless internal Payment Transactions" means the transfer of funds between individual accounts held by Citfin with identification code 2060.

2.40

Payment Orders for cashless internal payments whose due date is the same as the current calendar date can be entered via BankServis or Phonebanking until 5:00 p.m. on a workday. Such an order will be settled on the same business day.

3 AUTHENTICATION AND AUTHORISATION PROCESS

3.1

Citfin has introduced the authentication processes below to ensure that the Client can communicate securely with Citfin:

- authentication, where Citfin verifies the Client's identity;
- authentication, where the Client's identity is verified by the strong user authentication pursuant to the Payment System Act;
- authorisation, where the Client confirms the correctness of the Payment Order or instruction to execute a Foreign Exchange Trade and agrees to execute or arrange it; and

- Backup Authentication, where Citfin verifies the Client's identity should there be no other way for Authorization/Authentication to be carried out.

Further information on the Authentication, Authorisation, obtaining an Authentication Code and Backup Authentication is available in the Technical Information.

3.2 Verification of the Client's identity

A verification of the Client's identity is required whenever the Client telephones Citfin to have Services provided, in particular prior to:

- arrangement of Foreign Exchange Trade through the Dealing Department.
- Citfin providing the Client with information about the Services at the time the Client contacts Citfin.

Depending on what the Client is requesting, Authentication or Authorisation of the Client follows the verification of the Client's identity.

3.3 Authentication

Authentication is required when the Client (or an Authorized Account Holder) communicates with Citfin in order:

- log into the BankServis to make Payment Transactions or Spot Trades;
- for a person employed by Citfin to provide information about the Account to the Client;
- use the Phonebanking service;
- use the Citfin API Service;
- use the Client API Service.

3.4 Authorisation

Authorisation is required when the Client (or an Authorized Account Holder) communicates with Citfin in order:

- to make Payment Transactions on the Account through a phone contact at Citfin;
- arrange Foreign Exchange Trade through the Dealing Department.

4 FOREIGN EXCHANGE TRADES

4.1 Types of Foreign Exchange Trades

The Client may execute the following types of Foreign Exchange Trades:

- Spot Trades, i.e., the purchase or sale of foreign currencies at the current fixed Spot Exchange Rate, where the trade is settled no later than two workdays from agreement on the Spot Trade;
- Orders, i.e., instructions to execute Foreign Exchange Trades entered into as Spot Trades, which are automatically executed when a pre-agreed exchange rate value has been reached.

4.2 Entering Foreign Exchange Trades

Citfin allows Clients to execute Foreign Exchange Trades as follows:

- Spot Trades, either phoned through the Dealing Department or through BankServis in any the options listed below:
 - Online Foreign Exchange - a Foreign Exchange Trade concluded via BankServis at an individually offered exchange rate. This service has to be

agreed in the Corporate Account Agreement;

- Exchange Rate List - a Foreign Exchange Trade concluded according to the Citfin Exchange Rate List displayed in BankServis and published on www.citfin.cz when the trade is negotiated;

b) Orders phoned through the Dealing Department;

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

4.3 Execution of Foreign Exchange Trade

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

- once the Client has logged in to BankServis, he or she will accept the offered terms and conditions for the Spot Trade displayed in BankServis;
- the Client and Citfin will agree on the terms of the Foreign Exchange Trade during the phone call with the Dealing Department and the Client will authorize the Order.

It is not possible to change the parameters of a concluded Foreign 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.

4.4 Foreign Exchange Trade Confirmation

4.4.1 Sending a Foreign Exchange Trade Confirmation

Citfin will issue a Foreign Exchange Trade Confirmation without undue delay after it has been concluded and forward it to the Client through BankServis, unless otherwise agreed. Both the Client and Citfin have acknowledged that the Foreign Exchange Trade Confirmation is only proof of an already concluded trade. Failure to receive the Foreign Exchange Trade Confirmation does not mean that the concluded trade is invalid.

4.4.2 Objections to the contents of the confirmation

The Client is required to verify both the confirmation in BankServis and the data in the confirmation. Should the Client fail to notify Citfin with 24 hours, either through BankServis or by emailing Citfin, of the Client's disagreement with the information contained in the confirmation, it shall be deemed that the Client has verified the contents of the confirmation and unconditionally agreed therewith.

4.5 General rules for Settlement of Foreign Exchange Trades

4.5.1 General procedure for settling Foreign Exchange Trades

Foreign Exchange Trades are settled in the Account the Client has opened with Citfin. They will be settled on the agreed date specified in the Foreign Exchange Trade Confirmation. The Client should deposit enough Exchange Volume into the Account for these funds to be credited thereto no later than when the Foreign Exchange Trade matures. The trade will be executed on the agreed date specified in the Foreign Exchange Trade Confirmation. Should the Client breach this obligation, Citfin will proceed in accordance with paragraph 4.5.5 of these General Business Terms.

Citfin reserves the right to execute a Foreign Exchange Trade later either in the event of force majeure or if the original settlement date thereof falls on a public holiday or non-workday.

4.5.2

Citfin will execute the Foreign Exchange Trade as instructed by the Client if it meets all the conditions set out in these General Business Terms.

4.5.3 Cases of non-execution of Foreign Exchange Trades

Citfin will not execute a Foreign Exchange Trade instructed by the Client:

- if Citfin and the Client agree to postpone the settlement date;
- unless the Client has enough funds available in the Account to settle it;
- unless the rates agreed for the Foreign Exchange Trade either correspond significantly to market rates or are accurate at the time when the Client instructs Citfin to make the trade;
- if the Client has violated these General Business Terms;
- in cases specified in the Anti Money-Laundering Act;
- if Citfin concurs with the Client in cancelling the pending Order;
- unless Citfin can objectively execute the Foreign Exchange Trade pursuant to 4.5.6

Citfin will promptly tell the Client about not executing the trade, unless applicable law bars it. Citfin is entitled to charge the Client for any costs associated with the unexecuted trade.

The Client acknowledges that the exchange rate has no effect on the Foreign Exchange Trade. In other words, neither the Client nor Citfin will be compensated for losses because of the exchange rate, provided the Foreign Exchange Trade has been properly settled and the Client has fulfilled all obligations thereunder.

4.5.4 Failure to Execute a Foreign Exchange Trade for Date Postponing Reasons

In the event of the procedure set out in Article 4.5.3 a) Citfin may opt:

- to settle or cancel the Foreign Exchange Trade unilaterally and also any or all other Foreign Exchange Trades not yet settled;
- to execute the trade at the agreed exchange rate, or to execute another Foreign Exchange Trade that reverses or mirrors the original Foreign Exchange Trade with the original type and amount of currency to be purchased by Citfin for the Client, with the settlement date set by Citfin at latest as the next business day.

4.5.5 Failure to Execute a Foreign Exchange Trade for Reasons on the Client's Part

In the event of the procedure set out in Article 4.5.3 b) to f) Citfin may opt:

- to settle or cancel the Foreign Exchange Trade unilaterally and also any or all other Foreign Exchange Trades not yet settled;
- to execute the trade at the current interbank market rate, or to execute another Foreign Exchange Trade that reverses or mirrors the original Foreign Exchange

Trade with the original type and amount of currency;

- c) Citfin will then set off the difference between the original Foreign Exchange Trade (pursuant to (a) of this Article) and the reversed or mirrored Foreign Exchange Trade (see (b) of this Article) against the balance in the Account. Should the balance on the Account be insufficient and the newly agreed exchange rate be detrimental to the Client, he or she will be obligated to deposit into the Account without delay the difference calculated according to this clause.

4.5.6 Objective Impossibility to Execute a Foreign Exchange Trade

Citfin will not follow the Client's instructions to execute a Foreign Exchange Trade in part or in full should an extraordinary unforeseeable and insurmountable obstacle arise independently of Citfin's will. "Extraordinary unforeseeable and insurmountable obstacle arising independently of Citfin's will" in this case means an act of God, including natural events, a significant fluctuation in the exchange rate for the Foreign Exchange Trade at the interbank foreign exchange market, terrorism, war, pandemic, civil unrest, strike, lockout, actions of institutions used by Citfin in Payment Transactions, actions of Czech and foreign public authorities, including courts, or any other circumstances beyond the control of Citfin even had Citfin been able to reasonably foresee it at the time the obligation was incurred.

4.5.7 Withdrawal from a Foreign Exchange Trade

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

Citfin may withdraw from a Foreign Exchange Trade:

- a) the order does not meet the requirements, is vague or unclear, or the information in it is not true;
- b) if the Client fails to fulfil its obligations to Citfin under Contractual Documentation, or has delayed fulfilment, or if Citfin reasonably fears that the Client will not fulfil them;
- c) insolvency proceedings or execution proceedings have been initiated against the Client;
- d) should execution of the trade be in conflict with the law;
- e) if the trade would have a negative impact on the Client's financial position or rights;
- f) there is a risk of market disruption, market manipulation;
- g) should the Client be dissolved pursuant to the Transformation Act and the successor opts not to assume the Client's previously agreed obligations;
- h) the Client dies or his/her/its legal capacity is restricted; or;
- i) if there is a conflict of interest between the Client and Citfin or among Clients of Citfin.

4.6 Execution and Settlement of Orders

Citfin will execute an Order only at the rate it can offer and exchange, taking into account internal rules, the other party's policies and conditions, and the market situation, and if the exchange rate is equal to the agreed Spot Exchange Rate, provided the Foreign Exchange Trade will be settled 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.

Once the Order has been executed, the Client will be emailed a notice of the Order's execution on the next working day. Following the execution of the Order, a Citfin staff member will phone the Client, having agreed together on the following conditions for settling the Foreign Exchange Trade:

- a) Available Balance in the Account for settling the Foreign Exchange Trade;
- b) the agreed settlement date, which must occur no later than two business days after the execution of the Order (T+2).

4.6.1

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.

4.6.2

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

4.6.3

Until the Order is itself executed, the Client has the right to change the parameters thereof. The change is made by cancelling the Order and negotiating a new one. The Client also has the right to cancel the Order anytime before it is executed.

5 BANKSERVIS, PHONEBANKING AND CITFIN API

5.1 BankServis

Mutual communication between the Client and Citfin may take place via BankServis. BankServis lets Clients:

- a) determine the balance on the Account;
- b) execute Incoming Payment Transactions; and
- c) arrange Spot Trades.

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

5.2 Phonebanking Service

Phonebanking is a telephone service that allows the Client to:

- a) find out information about the Account; and
- b) and make Payment Transactions.

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

5.3 Citfin API

Citfin API is a service that allows the Account to be accessed through an automated online interface. It calls up

a data channel designed to connect the Citfin system with applications operated by Third Parties.

The Citfin API Service allows the Client to:

- a) use the Payment Account Information Service;
- b) query the balance in the Account;
- c) use Indirect Payment Order Service;

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

5.4 Client API Service

Client API is an application interface for processing Payment Transactions and providing information on all activities the Client makes on the Account 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.

6 CLAIMS AND COMPLAINTS

Citfin is liable for any Payment Transaction it executes where the Client proves that it was either executed incorrectly or without the Client's authorisation. Unless the Client insists on executing the Payment Transaction anyway, Citfin shall be obliged to credit the Client in full for the funds previously debited from the Client's account, following the procedure set out in Technical Information. The corrective settlement is made by the relevant institution.

6.1

The Client's rights and Citfin's corresponding obligations will be extinguished unless the Client notifies Citfin of the unauthorised or incorreced executed Payment Transaction without undue delay, although no later than thirteen months from the date when the funds were debited from the Account.

6.2

Complaints and claims from the Client are handled in compliance with generally binding legal regulations and pursuant to rules set out in Citfin's Complaints Procedure. The procedure for handling complaints and claims can be found on the Citfin website www.citfin.cz.

6.3

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

- a) movement in currency exchange rates;
- b) failure of BankServis, Citfin API or the unavailability of data or any communication channel between the Client and Citfin or any other third party, including telephone lines for Phonebanking or the Dealing Department;
- c) failure of any third party;
- d) refusal or the objective impossibility to execute or settle an order a Client has placed, where execution or settlement thereof has to be rejected by Citfin either for reasons set out in the General Business Terms or because of legislation, or it is objectively impossible for the same reasons to execute or settle it;
- 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, or compromise, breach, or abuse of 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 Art. 4.5.6.

If any of these circumstances arise, Citfin will take all steps to mitigate any adverse effects on the Client that can be fairly expected from them, while Citfin cannot be held liable for any damage or loss caused by them.

7 CLIENT IDENTIFICATION

7.1

Citfin is entitled and, in some cases obliged to identify the Client and any Authorized Person in its execution of the Corporate Account Agreement. The Client acknowledges and gives it consent to Citfin photocopying documents he or she submits, such as the extract from the Commercial Register and his or her identity card in order to identify the Client and Authorized Persons. The Anti-Money Laundering Act allows and, in some of its provisions, mandates the copying of documents and retention of the copies.

Citfin always identifies its Clients in compliance with legislation and to the extent specified by it. Should the Client (or an Authorized Person) refuse to comply with the required scope of identification, Citfin is entitled to neither provide services, nor accept money received or transferred from the Account. Citfin is furthermore entitled to refuse to provide Services while maintaining the Client's anonymity at any time.

Citfin is entitled at any time during its contractual relationship with the Client to request documents or information from the Client, and particularly evidence of the origin of funds, and this also applies to proving the nature of an intended Payment Transaction.

7.2

Citfin is permitted to refuse or postpone the execution of any Payment Order issued by the Client, regardless of the currency involved, where the execution thereof could violate legislation in the Czech Republic, legislation in the intermediary bank's country, or its own commercial policy. Citfin is likewise entitled not to accept payments to the Client for the same reasons as stated in the previous sentence.

The Client also acknowledges that, for the above reasons, the funds may be returned or withheld by the intermediary bank. This provision applies, in particular, to payments sent or received, when either the Payer's or the Payee's address is in a high-risk country and/or the bank of the Payee or Payer is an institution owned by entities in those countries. See www.citfin.cz for the current high-risk country list.

7.3

Citfin is fulfilling its obligations under the Act on International Cooperation in Tax Administration when, in particular, ascertains data on tax residency and fulfils its reporting obligation where applicable.

7.4

The Client is required to send a written notification to Citfin when it concludes the Corporate Account Agreement of any links it may have, within the meaning of relevant legislation,

to another Citfin Client in the Economically Related Client Group or which would make the Client a Person with a Special Relationship to Citfin.

8 PROCESSING OF PERSONAL DATA

8.1

Citfin is obliged, in accordance with provisions of the Credit Unions Act and Section 580 of the Business Corporations, to collect and process data on Clients (except for sensitive data on individuals) in order to maintain a list of its members i.e. its Clients.

8.2

Citfin is likewise entitled to disclose personal data to third parties, although always in accordance with confidentiality rules set out in Section 25a of the Credit Unions Act.

8.3

The Client is obliged to provide true and accurate information about himself or herself when applying for membership in Citfin. The Client has the right to have data concerning his or her person corrected.

8.4

Personal data are processed to the extent necessary for conclusion and fulfilment of the membership agreement and provision by Citfin of services in compliance with legislation governing personal data processing. Citfin collects and processes only those categories of the Client's personal data it strictly needs in order to provide Services in accordance with the Corporate Account Agreement and General Business Terms and to fulfil its obligations under relevant legislation. Detailed information on the processing of personal data and the Client's related rights has been provided to the Client before signing the Corporate Account Agreement, and this information is also available on the Citfin website www.citfin.cz. Should Citfin be required to obtain the Client's prior consent for certain handling or processing of the Client's personal data, it will ask the Client for such consent in accordance with applicable law.

8.5

Citfin is obliged under the Anti-Money Laundering Act to process personal data for the purposes of preventing money laundering and financing of terrorism as set out in Section 1 thereof. Citfin is entitled to process personal data without the Client's consent if it is exclusively for the purposes of preventing, investigating and detecting fraud within the payment system and in Payment Transactions.

8.6

The Client acknowledges that Citfin is obliged to identify taxpayers, ascertain tax residency information and, where applicable, comply with its reporting obligations under applicable laws or international agreements.

8.7

The Client acknowledges and expressly consents to Citfin technical equipment recording all telephone conversations.

9 TERMINATION OF THE CORPORATE ACCOUNT AGREEMENT

Termination of the Corporate Account Agreement

9.1

Either the Client or Citfin is entitled to terminate the Corporate Account Agreement. The notice period for the Client's termination hereof shall be one month, commencing on the day subsequent to receipt of notice by

Citfin. The notice period for Citfin's termination hereof shall be two months, commencing on the day subsequent to receipt of notice by the Client. The Client shall give notice in a letter forwarded, with the Client's officially certified signature, to Citfin's correspondence address, or through either BankServis or a data box. Citfin shall give notice in a registered letter forward to the Client's correspondence address or through a data box.

9.2

Notice given by Citfin is deemed to have been received by the Client on the third workday subsequent to when it has been dispatched via a postal service provider within the Czech Republic, or on the fifteenth workday subsequent to when it is forwarded outside of the Czech Republic, unless earlier receipt thereof is proven. Notice be given to the Client by Citfin through a data box shall be deemed to have been received by the Client after 10 days have passed from when it is forwarded to the Client's data box (unless the Client logs into the data box before the expiry of the ten-day period).

9.3

The Client is obliged to ensure that trades have been settled and debts owed to Citfin have been paid before the expiry of the notice period. Citfin may refuse to conclude a Foreign Exchange Trade during the notice period should it have been settled by the end or after the expiry thereof. If the Client still has Foreign Exchange Trades at the end of the notice period, Citfin shall be entitled to proceed in accordance with Article 4.5.5. The Client is required, prior to the expiry of the notice period, to return to Citfin any items that have been entrusted to him or her, particularly the Token. If these items are not returned, Citfin will charge the Client a fee for these items according to the Price List and the Client will be obligated to pay it.

9.4

The Client should state on the notice of termination how the balance in the account is supposed to be handled. If Citfin terminates the Corporate Account Agreement, the Client will be required to provide this information to Citfin at its request without undue delay.

9.5

A written notice of the Account's closure will always be sent to the Client at the Client's postal address. The balance of funds on the Account Citfin maintains will be transferred as instructed by the Client on the workday subsequent to when the instruction is delivered.

9.6

If Citfin does not have any instructions from the Client, it will transfer the Account Balance to auxiliary records. If the Account Balance is in a currency other than CZK, Citfin is entitled to exchange it for CZK at the current exchange rate Citfin has set upon the expiry of the notice period. Until the termination of the notice period, the current GBT and Price List shall apply.

Withdrawal from the Corporate Account Agreement

9.7

Either Party is entitled to withdraw from the Corporate Account Agreement by forwarding a written notice of termination effective on the date of its receipt by the other Party should there have been either a material breach of obligations thereunder or the General Business Terms, or for a cause specified in Art. 9.8 and 9.9. Withdrawal from the Corporate Account Agreement shall be made in a form and manner similar to giving notice of the Corporate Account Agreement's termination pursuant to 9.1 and 9.2 of these General Business Terms.

9.8

Citfin may immediately withdraw from the Corporate Account Agreement by sending a written notice to the Client in the following cases:

- a) if the Client has rejected an amendment of the General Business Terms or the Corporate Account Agreement due to changes in legislation, the conditions and scope of the Services provided, or changes in the terms and conditions of Third Parties;
- b) if the Client's actions have eroded mutual trust, in particular had the Client not provided the cooperation and assistance necessary for the proper provision of Services, or were the Client to have acted in a clearly disrespectful manner towards Citfin and/or its staff;
- c) if there has been a substantial deterioration in the Client's asset situation or Citfin discovers other underlying 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 being conducted;
- d) if the account shows a negative balance;
- e) if the Client provides Citfin with conflicting instructions;
- f) if the Client's actions could damage Citfin, either endanger or damage Citfin's reputation, or lead to other detriment;
- g) if the Client has refused to disclose information for identification and control purposes, information about the origin of funds, the purpose of a Payment Transaction or for other reasons related to Citfin's procedures required by the Anti-Money Laundering Act.

9.9

Either party may also terminate the Corporate Account Agreement because of a material breach of obligations thereunder or under the General Business Terms, and with a written notice of termination, had the other Party not remedied the material breach even after the passage of thirty days from a written warning thereof.

9.10

The consequences from termination of the Corporate Account Agreement will come into effect on the day when notice thereof is received by the other Party, unless the notice specifies a different, later effective date.

9.11

Withdrawal from the Corporate Account Agreement is deemed to have been received by the Client on the third workday subsequent to when Citfin has dispatched it via a postal service provider within the Czech Republic, or on the fifteenth workday subsequent to when withdrawal from the Corporate Account Agreement has been forwarded outside of the Czech Republic, unless earlier receipt thereof is proven. Withdrawal sent by Citfin through a data box is deemed to have been received by the Client upon the expiry of a ten-day period from the date of delivery to the Client's data box. If the Client logs in to the data box within the time limit according to the previous sentence, the withdrawal shall be deemed delivered at the moment when the Client logs in to his/her data box.

9.12

The Client should state on its notice terminating the Corporate Account Agreement how the balance in the

Account is supposed to be handled. Should Citfin terminate the Corporate Account Agreement, the Client will be required to provide this information to Citfin at its request without undue delay. The provision of Article 9.5 and 9.6 shall apply mutatis mutandis.

Agreement on termination of the Corporate Account Agreement

9.13

Any request to terminate the Corporate Account Agreement by agreement shall be made in a form and manner similar to giving notice of the Corporate Account Agreement's termination pursuant to 9.1 a 9.2 of these General Business Terms.

9.14

The Client is entitled to use a template form for the Agreement on termination of the Corporate Account Agreement, which is provided to the Client upon request. The draft agreement includes a suggested date for termination of the Corporate Account Agreement and closure of the Account, as well as instructions for handling the balance on the Account. Should there be no instructions included in the form, the Client will be obliged, prior to the Account closure, to forward them to Citfin in written form either through BankServis or in paper form with the officially certified signature of the Authorized Person, or via the Client's data box in a data message forwarded to Citfin's data box.

9.15

The Corporate Account Agreement's termination date requested by the Client and specified in the draft agreement may not be earlier than three (3) workdays from the date when the request by the Client is received by Citfin and not later than 90 calendar days from the Client's delivery of the draft agreement to Citfin.

9.16

Citfin shall forward its confirmed acceptance of the Client's proposed termination of the Corporate Account Agreement by agreement, signed on behalf of Citfin, to the Client's correspondence address or in a data message forwarded to the Client's data box. The Corporate Account Agreement will be terminated on the date specified in the draft agreement. The Client will subsequently be sent a written notice of the Account's cancellation to his or her postal address. Should the Client not forward to Citfin instructions on handling the Account Balance prior to the closer of the Account, then Citfin will proceed in accordance with Article 9.6 of these General Business Terms.

9.17

The Corporate Account Agreement shall also be terminated when the Client ceases to be a member of Citfin, or were the Client to die or be dissolved without a legal successor, on the date when the Client's membership in Citfin is terminated or when Citfin becomes aware of the Client's death or dissolution without a legal successor, with the Account Balance to be thereupon transferred to auxiliary records. Funds therein are handled solely in accordance with generally applicable legislation and the Statutes of Citfin.

10 FINAL PROVISIONS

Delivery and Communication Methods

10.1

Citfin delivers all paper notifications and documentation to the correspondence address the Client specifies in the Corporate Account Agreement, Citfin delivers electronic

notifications and documentation to the Client via BankServis, Phonebanking, online via the web interface for online Client onboarding, via data box, or to the Client's email address specified in the Corporate Account Agreement, or makes them available to the Client in the client area of Citfin's public website. The Client should communicate any change in contact details to Citfin. Information of a commercial nature is available to the Client on Citfin's public website and also via BankServis and Phonebanking.

10.2

The Client should forward all paper notifications and documentation to the address of Citfin's registered seat. Electronic notifications and documentation should be forwarded by the Client to the addresses specified in Art. 10.7 of these General Business Terms.

10.3

The Client should provide Citfin with all documents in Czech. Documents in languages other than Czech need to be officially translated by a sworn translator (or interpreter). Citfin may determine which languages and documents do not need to be translated. Should Citfin receive a document that has not been translated into Czech, it is entitled to have it translated into Czech at the Client's expense.

10.4

Any contract concluded between Citfin and the Client will be drafted in Czech, governed by the applicable laws of the Czech Republic, run for an indefinite term, and no fee will be charged by Citfin for conclusion of the Corporate Account Agreement. All communication between Citfin and the Client will be in Czech unless otherwise agreed. Prior to concluding the Corporate Account Agreement, and also over the term thereof, Citfin will be communicating to the Client all necessary information concerning Citfin, the Services it provides, and payment due for them, the manner of concluding and terminating contracts including a consumer's right to withdraw from a distance contract and the means of distance communication, the supervisory authority overseeing Citfin's activities, and the manner of any out-of-court resolution of disputes within the meaning of either Section 132-150 of the Payment System Act or Sections 1811, 1820, 1826, and 1843 of the Civil Code, unless some of the information required by law is included in these General Business Terms, with which the Client should at all times be acquainted before concluding the Contract. The Client is furthermore entitled to request from Citfin any other information necessary for the use of the Services Citfin provides under the Corporate Account Agreement, and Citfin is obliged to provide such information without undue delay.

10.5

The requirement of written documents and information is deemed satisfied even when actions are conducted using electronic or other technical means that allow for the recording of content and identification of the acting party. The Client may opt to sign a document electronically using a unique code that Citfin will generate with a website application for the needs of specific negotiation thereof.

10.6

Communication with the Client is always recorded. Citfin keeps records of its communications for at least 5 years, or up to 7 years in cases where it decides it is justified. Citfin will provide the Client with a record of its communication with him or her at the Client's request.

10.7

All communications with Citfin must be through these communication channels:

Postal address:	Citfin, spořitelní družstvo Bucharova 1423/6b, 158 00 Prague 13
Phone numbers (prefix +420 or 0):	234 092 000 Reception Desk 800 311 010, Green Line 234 092 011 Sales Department 234 092 020 Dealing Department 234 092 322 Middle Office (for processing payments) 234 092 333 Call Centre - for entering Payment Orders through Phonebanking, technical support for BankServis and payment cards, line for blocking payment cards
Email addresses:	recepce@citfin.cz Reception Desk obchod@citfin.cz Sales Department dealing@citfin.cz Dealing Department platby@citfin.cz Middle Office (for processing payments) info@citfin.cz Call centrum
Web Application / Client Zone:	www.citfin.cz
Citfin Databox:	gkbn79t

10.8

When communicating with BankServis, Citfin API or Client API, the Client is required:

- to take all measures to protect and secure electronic communication and the entire system, including access passwords, codes, Client Number, registered mobile numbers, Registered Emails, Tokens, and other security components;
- to notify Citfin at once if the Authentication Device or access password is lost, stolen and/or misused. Verbal information must be confirmed in writing by the Client. Citfin will immediately block the 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;
- use the change notification form provided by Citfin to notify Citfin forthwith of any changes in Authorized Persons, registered mobile numbers or Registered Emails.

The Client is fully responsible for all acts, negotiations, Foreign Exchange Trades, transactions or anything else made on the Client's behalf and on his or her Account using the Authentication Device and the access password. Citfin will be obliged to terminate the validity of the Authentication Device and access password without undue delay after receiving a request pursuant to (b) or (c) above, although no later than the first workday following receipt of the request.

Electronic communication with BankServis supports communication between the Client and Citfin.

10.9

The Client should read the contents of any message Citfin

delivers via the BankServis application without undue delay.

Other Rights and Obligations

10.10

The Client is not permitted to transfer, assign or pledge any rights or claims against Citfin without its prior consent. Citfin is entitled to transfer, assign or pledge any rights or claims against the Client under the Corporate Account Agreement and the General Business Terms to a third party without the Client's consent.

Unless otherwise expressly agreed in writing by and between the Parties, should both Parties have outstanding monetary claims against the other, even in different currencies, Citfin shall be entitled to set off its claims unilaterally against the Client's claims to the extent that each cover the other. Should claims between the Parties be denominated in different currencies, they shall be converted for the purposes of offsetting them at the exchange rate published by the ČNB on which the claims are eligible to be set off. The amount remaining after all claims by the Parties have been set off shall be paid by the Client on the same day thereof. Citfin is entitled to set off unilaterally any of its claims under this Contract concluded with the Client or in connection herewith against the Client's claim for payment of funds recorded in the Account which Citfin has maintained beforehand for the Client.

10.11

The Client declares, in accordance with Act 340/2015, on the Register of Contracts, as amended, that it is not obliged to disclose contracts. If the Client is obliged, he or she will be required to notify Citfin thereof, and the contractual relationship between the Client and Citfin will be adjusted to reflect it, if necessary.

10.12

Citfin is entitled to engage a third party to fulfil its obligations under Contractual Documentation.

Client's Reporting Obligations

10.13

The Client should notify Citfin during the contractual relationship of any changes in his or her data or other information contained in the Corporate Account Agreement within ten (10) days of the change. Changes in the Client's identification and contact details, bank accounts, Authorized Persons, registered mobile number and Registered email are entered in a form announcing them, which is attached to these General Business Terms and also available on web interface for online Client onboarding. Changes to other data and declarations shall be notified by the Client in a format resulting from the change. Any notification of changes is signed by Authorized Persons and forwarded to Citfin.

10.14

The Client should immediately notify Citfin of any facts that may unjustly enrich the Client or a third party, or potentially damage Citfin, such as the crediting of an unauthorised payment to the Account.

Resolution of Disputes

10.15

Legal relationships between Citfin and the Client in connection with the maintenance of the Account and provision of any other services under the Corporate Account Agreement or other contracts for the Client pursuant to these General Business Terms are governed by the laws of the Czech Republic and these General

Business Terms. Matters not expressly provided for in these terms and conditions are governed by the relevant provisions of generally binding legislation, and in particular the Civil Code, the Credit Unions Act, and the Articles of Association of Citfin. The Client and Citfin agree to exclude the application of the provisions of Sections 1765(1) and 1766 of the Civil Code to the contractual relationship established between them.

10.16

The general courts of the Czech Republic shall have jurisdiction over all disputes arising out of these legal relationships. The Client and Citfin agree that, in the case of a dispute between a self-employed Client and Citfin, the court of competent jurisdiction will be the court for Citfin's registered seat. If the dispute is between a Client who is not self-employed and Citfin, no clause conferring jurisdiction shall be negotiated and the court of local and material jurisdiction will be determined in accordance with legislation.

10.17

If a dispute is resolved outside of court and the Client is dissatisfied with the resolution of the complaint or claim, the Client may either contact the Financial Arbitrator, whose office is located at Prague 1, Legerova 1581/69, www.finarbitr.cz, or file a complaint with the ČNB, as the supervisory authority overseeing the activities of Citfin, at its headquarters are located at Na Příkopě 864/28, 115 03 Prague 1.

Confidentiality

10.18

Citfin and the Client agree not to disclose any confidential information to any third party for any purpose or use, unless

- the prior written consent of the other party;
- generally binding laws, regulations, or international agreements such as the Anti-Money Laundering Act or the Act on International Cooperation in Tax Administration;
- the disclosure of confidential information to the party's group and its agents, legal representatives, accountants, professional advisers;
- 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
- these General Business Terms or the Corporate Account Agreement explicitly permit it.

For the purposes of this provision, confidential information means any information relating to the terms and conditions of the contractual relationship between Citfin and the Client, as well as information either provides the other and its respective advisors in connection with matters relating thereto. Confidential Information does not include information that is or becomes publicly available (other than by unauthorized use or disclosure) or information provided by either the Client or Citfin to a third party entitled to be provided such information.

Conflict of Interest

10.19

In order to avoid conflicts of interest to the greatest extent possible, Citfin has established a multi-level organisational structure with an appropriate division of responsibilities and has adopted other organisational measures. If a conflict of interest cannot be avoided by the above mechanisms, Citfin will inform the Client about the nature or source of the

conflict of interest. In the event of an unavoidable conflict between the interests of the Client and Citfin, Citfin will always give priority to the interests of the Client over its own interests. If there is an unavoidable conflict of interest between Clients, Citfin will ensure fair treatment of all Clients. Citfin will provide further information on the resolution of any such conflict of interest at the Client's request.

Changes to Contractual Documentation

10.20

Citfin is permitted to make the following amendments to Contractual Documentation pursuant to provisions of the Corporate Account Agreement:

Type	Possibility of change and Method of Notification of Change	Change Effective Period	Termination of the Corporate Account Agreement
Corporate Account Agreement	Only if an amendment has been agreed between the Client and Citfin or in accordance with the Corporate Account Agreement	Either agreed in the amendment or as stated in the Corporate Account Agreement	If agreed in the amendment
Contractual Documentation besides the Corporate Account Agreement	Unilaterally upon notification through BankServis	Two months before the date on which the change is to take effect	If the Client refuses to make changes in accordance with the Corporate Account Agreement, it will be terminated when the written termination has been delivered to Citfin
General Business Terms, Price List, and Complaints Procedure for Clients Contractual Documentation other than the Corporate Account Agreement, General Business Terms, Price List and Complaints Procedure (in particular Technical Information and Product Sheets)	Unilaterally upon notification through BankServis	On the date specified in the notification of changes	In accordance with Article 9.8(a)

An integral part of these General Business Terms are

10.21

Annex 1: Citfin Price List

Annex 2: Citfin Complaints Procedure

Annex 3: Technical Information

Annex 4: Change Notification Form

Validity of the General Business Terms

10.22

These General Business Terms are valid as of February 12, 2025.

11 GLOSSARY

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

Authentication means using an Authentication Code either sent to a mobile telephone or generated by a Token device to verify the User's identity.

Authorisation refers to the process whereby the Client agrees to an instruction's parameters. The Client confirms the correctness of the instruction and approves the execution thereof.

BankServis is Citfin's internet banking service.

BEN means the type of fee according to the current Price List.

BIC (SWIFT) is a code that uniquely identifies a bank in international Payment Transactions (similar to a bank code in domestic Payment Transactions). It consists of 8 or 11 characters. The code is based on ISO 9362. Further information can be found at www.swift.com.

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

Citfin refers to Citfin, spořitelní družstvo, Company ID: 257 83 301, with its registered office at Prague 13, Bucharova 1423/6b, entered in the Commercial Register of Municipal Court in Prague under File no. Dr 4607.

ČNB is the Czech National Bank, which supervises Citfin's activities. Its headquarters are located at Příkopě 864/28, 115 03 Prague 1.

Dealing Department is Citfin's dealing department, which can conclude Foreign Exchange Trades, quote current exchange rates, and provide consultation on expected developments on the foreign exchange market.

Foreign Currencies are funds in a foreign currency.

Authorized Account Holder is the person designated by the Client to dispose of funds in the Client's Account to the extent specified in the Corporate Account Agreement.

Available Balance is the amount of funds available to the Client at any given time. This is the balance less reserved amounts - funds the Client cannot use (e.g. due to enforcement of judgements).

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

Group of Connected Clients has the meaning in relation to Clients as defined in Art. 4(1)(39) of Regulation (EU) No 575/2013; typically means any of the following

- two or more natural or legal persons who, unless it is shown otherwise, constitute a single risk because one of them, directly or indirectly, has control over the other or others; or
- two or more natural or legal persons between whom there is no relationship of control as described in point (a) but who are to be regarded as constituting a single risk because they are so interconnected that, if one of them were to experience financial problems, in particular funding or repayment difficulties, the other or all of the others would also be likely to encounter funding or repayment difficulties.

Euro Payment means a non-cash payment transaction abroad in euros directed to or from an EEA country with SHA payment instructions, at NORMAL speed, with the account number in IBAN format and BIC of the transferring institution of both Payer and Payee.

Forward Points reflect the difference between the Spot Exchange Rate with a settlement date two business days after the negotiation of the Foreign Exchange Trade and the exchange rate agreed for a specific Foreign 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.

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 in the case of cross-border transfers.

Client means any individual consumer, self-employed person or legal entity that is a member of Citfin and intends to enter or has already entered into a contractual relationship with Citfin on maintaining an Account or to be provided other services. Individual Clients are required to tell Citfin whether they are acting as a consumer or not in their relationship with Citfin. A legal entity is represented by either its statutory body or by a representative furnished with a special written power of attorney authorizing him or her to take specific legal action and the officially certified signatures of the members (or a member) of the statutory body. The Client also includes the Authorized Person, as appropriate.

Client API is an application interface for processing Payment Transactions and providing information on all activities the Client makes on the Account through Citfin. It is a one-way flow of information towards the Client.

Client Number means a unique number Citfin sends the Client encrypted after BankServis has been activated.

The Client Portal is a web interface for online Client onboarding, identity verification of the Client, and submission of change requests by the Client regarding the Corporate Account Agreement.

Foreign Exchange Trade Confirmation means a written confirmation of a Foreign Exchange Trade that has been concluded either by the Dealing Department or BankServis.

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

Backup Authentication means using the registered mobile number and Client Number to authenticate the Client.

Indirect Payment Order means a Payment Order by a provider of the Indirect Payment Order Service whose Client has authorized within the Citfin API Service.

NORMAL means the speed of the payment method as defined in the Technical Information.

Exchange Volume is the type and amount of currency to be exchanged as a Foreign Exchange Trade.

Outgoing Payment Transaction means a Payment Transaction where funds are debited from the Account of a Client that is the Payer in the Payment Transaction.

Product Terms means the product terms and conditions currently applicable for the Product or Service.

Authorized Person is an individual authorized to act on

the Client's behalf for the Client as his or her legal representative or agent. An agent's authorisation to act on the Client's behalf is proven by a written power of attorney for the legal action in question with the officially certified signature of the Client or the member(s) of the Client's statutory body. The Authorized Account Holder can be an Authorized Person.

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

Person with a Special Relationship to Citfin means

- a) Member of the Board of Directors or another elected body at Citfin, including members of the Audit, Risk, Compensation, and Nomination Committee, if any;
- b) entity controlling Citfin, with qualifying holdings in Citfin or a member of the management of such an entity;
- c) person close to a member of the Board of Directors, another elected body at Citfin or to a person controlling Citfin;
- d) legal entity in which any of the entities or persons referred to in points (a), (b) and (c) have a qualifying holding;
- e) entity with a qualifying holding in Citfin or any entity controlled by it;
- f) Member of the Bank Board of the ČNB;
- g) entity that controls Citfin.

OUR means the type of fee according to the current Price List.

Authentication Code is a numeric code that has been delivered in an SMS sent to the mobile phone number specified in the Corporate Account 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. Either the registered mobile number or Token Device Registration Number are specified in the Account Agreement.

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

Financial Institution means a bank or other credit institution, or a branch of a foreign bank or other foreign credit institution authorised to receive deposits from the public.

Phonebanking is a service that enables Clients to learn about their balances in an Account and to submit Payment Orders.

PIN means a numeric code used to access BankServis. This code is only available to Users. Citfin does not know it.

Payer means the User from whose Account funds are to be debited for the execution of a Payment Transaction pursuant to a Payment Order or whoever 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.

Product Sheet is a product sheet for a corporate account.

Incoming Payment Transaction means a Payment Transaction where funds are credited to the Account of a Client that is the Payee in the Payment Transaction.

Beneficiary means the user to whose account funds should be credited or to whom funds are to be made available by virtue of a Payment Order.

Transformation Act refers to Act 125/2008 on transformations of companies and cooperatives, as amended.

Registered Email is the email address used for sending login details for activating or renewing a PIN to BankServis. A Registered Email can only be linked to a single email address and it cannot be used by more than one person.

Complaints Procedure means the currently valid Complaints Procedure in Annex 2 of these General Business Terms.

Price List refers to Citfin's current Price List, which particularly sets out the amount to be charged for the provision of Services from subcontracts concluded between the Client and Citfin.

Collection Account means a Citfin's account, account number 226069801/0300 in CZK currency held at Poštovní spořitelna, account number 107-359400297/0100 in CZK currency held at Komerční banka, account number CZ80 0100 0001 0703 5946 0257 in EUR currency held at Komerční banka, account number CZ49 0100 0001 0754 1711 0267 in USD currency held at Komerční banka, account number SK05 1100 0000 0029 2386 4527 in EUR currency held at Tatra Bank in Slovakia, and account number SK48 1100 0000 0028 2981 7791 in USD currency held by Tatra Bank in Slovakia.

SHA is a method of charging fees according to the current Price List.

Citfin API Service lets a Client entrust a Third Party to have the following Third-Party services implemented by Citfin:

- a) indirect payment orders,
- b) information about the Account; and
- c) querying the balance in Account.

Payment Account Information means a service where information about the Account is communicated within the Citfin API to a Third Party.

Indirect Payment Order is a service consisting of a Payment Order issued in the Citfin API by a Third Party on behalf of the Client (in this case the payer) for the transfer of funds from the Account.

Client API is a Service that allows the Client to access information on all movements in the Account from transactions made by him or her through Citfin.

Services has the meaning set out in Art. 1.1 of these General Business Terms.

Foreign Exchange Trade means Spot Trades and Orders.

Transaction Contract means a contract concluded between Citfin and the Client, whereby Citfin undertakes to execute a Foreign Exchange Trade according to the Client's requirements, namely to obtain for the Client the required amount of the relevant currency, where the Client undertakes to have sufficient funds to exchange and pay Citfin the fee charged for the Service in the Price List.

Corporate Account Agreement means the corporate account agreement concluded between Citfin and the Client.

Contractual Documentation means collectively the Corporate Account Agreement, General Business Terms, Price List, the Complaints Procedure, Technical Information and Product Sheet.

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

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

Statutes are Citfin's foundational constitutive document. They are available at the Citfin website.

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

Technical Information is information on the technical requirements for the administration of Payment Transactions, the use of BankServis and Phonebanking and the use of Client API and Citfin API, services which are explained in Annex 3 to these General Business Terms.

Token is an electronic security key on the Authorized Person's device for securing access to the Account through Phonebanking, BankServis, Client API, Citfin API and as proof that the Authorised Person can access the 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. Within the Payment System Act, Citfin considers a durable data medium to be, in particular, the messages stored in BankServis, the email address the Client specifies in Contractual Documentation or in paper documents, as well as any other media and communication techniques legal regulations and/or case law consider to be durable data and information media.

Third Party is a payment service provider other than Citfin, such as the provider of Payment Account Information and/or an Indirect Payment Order.

Account means a payment account established and maintained by Citfin for Clients pursuant to a Corporate Account Agreement, where the Account is used for Payment Transactions. The term "Account" generally includes all types of payment accounts provided and maintained by Citfin.

General Business Terms means the currently valid General Business Terms of Citfin that govern the contractual relationships between the Client and Citfin for all provided products for which the Client has opted to receive.

Act on International Cooperation in Tax Administration refers to Act 164/2013 on international cooperation in the administration of taxes, as amended.

Banks Act refers to Act 21/1992 on Banks, as amended.

Business Corporation Act refers to Act 90/2012 on Business Companies and Cooperatives.

Payment System Act refers to Act 370/2017 on payment systems, as amended.

Credit Unions Act refers to Act 87/1995 on credit unions and certain related measures and on the amendment of Czech National Act No. 586/1992 on Income Taxes, as amended.

Applicant means any individual or legal entity who has expressed interest in becoming a member of Citfin and in concluding an Agreement with Citfin.

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:	
Registered mobile number:	
Registered email:	
Website:	
LEI number:	

2. Account Parameters

Account Type: Legal Entity x Self-Employed

Account Statements: Yes

Online Foreign Exchange: Yes x No

Statements are provided by: Bankservis

Account statements are issued monthly. Statements are automatically entered into BankServis.

Interest: Yes x No

Type of interest rate: announced x individual

3. Statutory representatives and persons authorised to act on the Client's behalf (Authorized Person):

Person:

Name and surname:			
Position:			
Permanent residence:			
Birth certificate number:			
Date of birth:			
Sex:			
Email:			
Authorized Person and consents			
Right to execute Foreign Exchange Trades in the Dealing Department	Yes / No		
Authority to communicate electronically	Active / Passive / Active right with limitation of 2 signatures		
Registered Mobile Number/Token Registration Number/Registered Email:			

4. 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:			

5. 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:			