

CORPORATE ACCOUNT AGREEMENT

concluded on the day, month and year stated below in accordance with Act 89/2012, the Civil Code, as amended, and Act 87/1995, on credit unions and certain related measures, and on the amendment of Act of the Czech National Council No. 586/1992 Coll. on income taxes, as amended, by and between:

Citfin, spořitelní družstvo

Registered Seat: Bucharova 1423/6b, 158 00 Prague 13

Company ID: 257 83 301

Tax ID: CZ25783301

incorporated in the Commercial Register maintained by the Municipal Court in Prague - Section Dr, Insert 4607

(hereinafter "**Citfin**")

and

Client

Name:

Registered office:

Company ID:

incorporated in the Commercial Register maintained by the [*], Section [*], Insert [*].

(hereinafter referred to as "**Client**" and Citfin and Client collectively referred to as "**Parties**")

1. Subject of Contract

- 1.1. Citfin hereby undertakes pursuant to this Corporate Account Agreement (the "**Contract**") to establish and maintain for the Client a payment account for the Client as specified in Annex 1 hereto, and also provide the Client with certain additional Services (as defined in Article 1.1 of the General Business Terms), including the execution of Currency Exchange Trades and Payment Transactions.
- 1.2. Citfin hereby assigns to the Client the account number: XXXXXXXX/2060 (IBAN format).
BIC/SWIFT: CITFCZPPXXX
("**Client**")
- 1.3. Citfin undertakes to accept cash deposits and payments into the Client's Account and to make withdrawals and payments therefrom, all in accordance with the Contract and in the scope hereof and of the General Business Terms. Unless otherwise specified in the Contract, consult the GBT for the definition of capitalised terms used in the Contract.
- 1.4. The Client undertakes to pay to Citfin the stipulated fee for Services it provides and all under the conditions agreed upon in Contractual Documentation, and particularly those stated in the Contract, General Business Terms, and Price List.
- 1.5. The Client undertakes in accordance with Contractual Documentation, and particularly herewith and with General Business Terms:
 - a) To maintain a minimum balance of CZK 0 in the Account;
 - b) To cover fees, in accordance with the Price List and the terms hereof, for monetary and other Services provided;
 - c) To meet all other obligations set out herein, in the General Business Terms, and in other parts of the Contract Documentation.
- 1.6. Annex 1 to the Contract states whether the Client's Account is interest-bearing or not. If the Account is interest-bearing, the Parties agree below in Annex 1 hereto whether the relevant interest rate will be "announced" or an individual interest rate.
- 1.7. "Announced interest rate" means the generally applicable interest rate set and posted by Citfin depending on the Account type and balance amount. Current rates are listed on the Citfin website and in the Price

List. "Individual interest rate" means a special interest rate negotiated exclusively for the contractual relationship between Citfin and the Client.

- 1.8. Any positive interest will be regularly credited to the Account either on the final day of each calendar month or on the date when the Account is closed.
- 1.9. The Client declares his or her familiarisation, as at the date of the Contract's conclusion, with the General Business Terms and other parts of Contractual Documentation, including the Price List applicable for the date, and undertakes to fulfil the conditions specified therein fully and unconditionally. The Client agrees to the amendment of the General Business Terms and other parts of Contractual Documentation, including the Price List, in the manner described in Art. 7 hereof. He or she undertakes to fully comply with any new version of the General Business Terms and other Contractual Documentation starting from the effective date thereof.
- 1.10. The Client acknowledges and agrees to Citfin debiting funds from the Account without the Client's consent, and that Citfin is particularly entitled to do so for the purpose of receiving Services charged in accordance with the Price List, for the payment of taxes and/or pursuant to the Contract.

2. Fees for Services

- 2.1. Services consisting in the execution of Currency Exchange Trades are provided free of charge.
- 2.2. The Client acknowledges Citfin's entitlement to charge for the Services it provides in accordance with the General Business Terms/Product Terms the fees indicated in the Price List valid at the time a Service is provided, and the Client undertakes to pay such fees duly and properly. The Client declares that he or she has read the Price List valid on the date when the Contract is signed.
- 2.3. Services consisting of the execution of Payment Transactions are provided for a fee indicated in the current Citfin Price List. The amount of the fee shall be calculated from the current Price List if the Client has specific requirements regarding the speed of the Payment Transaction executed from the Account or the type of Payment Transaction, or if the Client agrees to OUR.

3. Handling the Account

- 3.1. The Client hereby grants authority to the persons listed in Annex 2 to the Contract ("**Authorized Account Holders**") to dispose of funds in the Client's Account in the manner and to the extent specified herein.
- 3.2. The Client may designate any number of Authorized Account Holders. Any of these Authorized Account Holders may be assigned specific privileges granted to a Authorized Account Holder and payment limits as set out in the General Business Terms.
- 3.3. The Parties acknowledge that only the Client, Authorized Account Holders, and other persons whom the Client has granted authority in a special power of attorney, with the Client's officially certified signature and properly identifying the agent, shall be entitled to handle funds in the Client's Account.
- 3.4. When the Client and/or Authorized Account Holder enters an instruction or issues a Payment Order to make funds available in the Account, they shall promptly identify themselves and authorise the Payment Order by the ways and means set out in the General Business Terms. Citfin shall not be obliged to execute the instruction or accept the Payment Order should there be doubt about the Client's and/or Authorized Account Holder's identity, or if such identification or the authorisation is insufficient.
- 3.5. Payment Orders issued by the Client shall be executed by Citfin in standard transactions only up to the Available Balance as defined in the General Business Terms. Available funds are not earmarked for another purpose such as for settling a negotiated Foreign Exchange Trade.
- 3.6. The Client acknowledges and agrees that, if the Account does not have sufficient funds for the execution of a Payment Order or Payment Orders, Citfin shall be entitled, at its sole discretion, either to refuse the Payment Order or to execute it irrespective of insufficient funds in the Account, and to do so regardless of the sequence in which Citfin receives the Payment Orders unless the Client has specified beforehand the sequence wherein the Payment Orders are executed.
- 3.7. Citfin shall have the right to debit the Client's Account for fees charged according to the Price List for executed Payment Orders even without an order from the Client.
- 3.8. Should there be transfers between Accounts held by the Client in different currencies, Citfin shall credit the Client's Account in the currency of the Account and in accordance with the General Business Terms.
- 3.9. The Client undertakes to dispose of the funds in the Account only up to the Available Balance as defined in the General Business Terms. Should there be an unauthorised debit balance, the Client shall be obligated to immediately settle it together with interest thereon. The amount of interest on the debit balance is set in the Price list.

- 3.10. Citfin shall provide the Client, in addition hereto, with access to BankServis, Citfin API Service, and Client API Service. Citfin undertakes to make these Services available to the Client no later than five (5) workdays from the date when the Contract enters into effect.
- 3.11. The Client confirms, by signing the Contract, that he or she has been given instructions for using BankServis, Citfin API Service, and Client API Service. Citfin shall transmit authentication details to Authorized Account Holders either when the Contract has been signed or upon its delivery to them. The Client is responsible for securing these instruments against misuse.

4. Means of Communication

- 4.1. The Parties agree to have all communications between them made solely by the methods specified in the General Business Terms, and at all times for the Client's contact information to be the relevant address, phone number, and/or email specified in Annex 2 hereto, and for Citfin's contact information to be on www.citfin.cz.
- 4.2. The Parties agree, in cases specified in the General Business Terms, to them communicating with each other electronically through either BankServis or the Citfin Client Portal, or via PhoneBanking in accordance with the General Business Terms. The Client is obliged to take all measures to protect and ensure security of the communication. The Client agrees to send information to BankServis or the Citfin Client Portal, which both Parties consider to be a Durable Data Medium.
- 4.3. Should the Client not be able to use such means, he or she shall be obliged to use other means of communication in accordance herewith and with the General Business Terms.

5. Client's Declaration

- 5.1. The Client declares that it:
 - a) The Client has been acquainted with the information concerning Citfin, the GBT and other Contractual Documentation, i.e., in particular with the information on the manner of provision of payment services and fees for them, information on the manner of execution of the Foreign Exchange Trades, information on conclusion and termination of contracts, as well as the supervisory authority over Citfin's activities and the manner of out-of-court dispute settlements well in advance of the conclusion of the Contract;
 - b) The Client undertakes to fully and unconditionally comply with all obligations hereunder and under the General Business Terms, and concurrently undertakes to acquaint himself or herself with any amended General Business Terms or a new version thereof, unless the Client opts to terminate the Contract in accordance with Art. 7.4 hereof and with the General Business Terms;
 - c) The Client expressly agrees to the recording of telephone calls regarding the arrangement of Foreign Exchange Trades and their subsequent use for the purpose of documenting the formation of the Contract. This recording of telephone communications shall be considered irrefutable evidence of the content and conclusion of the Contract;
 - d) The Client has obtained the consent of each Authorized Account Holder that has been or will be listed in Annex 2 to the Contract. He or she shall acquaint the Authorized Account Holders with the obligations hereof, of the General Business Terms, and of any other documents;
 - e) The Client is familiar with Citfin's obligations under the Anti-Money Laundering Act and understands that Services may only be provided on condition that the Client complies therewith;
 - f) Any written legal actions the Client makes against Citfin and/or are foreseen herein or in these General Business Terms shall be signed;
 - g) The Client is familiar with the definition of a politically exposed person as defined in Section 4(5) of the Anti-Money Laundering Act and declares that neither the Client, the Authorized Account Holder, nor the beneficial owner of the Client is a politically exposed person, unless otherwise determined by verification;
 - h) The Client has been informed about the processing of the Client's and/or Authorized Account Holders' personal data by Citfin;
 - i) The Client is familiar with information summarising the information overview of the Client's deposit guarantee scheme, which is available on the Citfin website and, as Annex 3 to the Contract, is an integral part of the contractual relationship;
 - j) It is not obligated by Act 340/2015, on the Register of Contracts, as amended, to disclose contracts; Should the Client be so obligated, he or she shall notify Citfin thereof and the contractual relationship between the Client and Citfin shall be adjusted to reflect it;

- k) The Client is not in liquidation, no insolvency proceedings, enforcement action, and neither has a bankruptcy decision been taken against the Client nor is the Client threatened with bankruptcy;
- l) The Client is not a passive non-financial entity or a U.S. tax resident in accordance with the Act on International Cooperation in Tax Administration, unless otherwise specified.

6. Information Changes

- 6.1. Should the Client's data or other information contained in the sections above change during the contractual relationship, the Client shall immediately notify Citfin thereof. Either a form should be completed, which is attached to these General Business Terms, or a message forwarded to the Citfin Client Portal mentioning the changes in the Client's identification and contact details, bank accounts, Authorized Account Holders, registered mobile number and/or Registered Email. Changes to other data and declarations shall be notified by the Client in a format resulting from the change. Any notification of changes shall be signed by Authorised Persons and forwarded to Citfin.

7. Amendments and Termination of the Contract

- 7.1. The Parties agree that the Contract may only be amended as follows:
 - a) with a written amendment signed by persons authorised to act on behalf of the Parties;
 - b) by means of an arrangement by means of a data message into a data box; or
 - c) through a written amendment sent through BankServis or the Citfin Client Portal.
- 7.2. The Parties agree:
 - a) that a change in identification and contact details, Authorized Account Holders, registered mobile numbers and Registered Emails shall not be construed as an amendment to the Contract and no amendment hereof shall be exigent. to change the data on the date specified in Citfin's confirmation of the requested change;
 - b) that Citfin is entitled to amend unilaterally the General Business Terms, including annexes thereto, Price List, Complaints Procedure and other parts of Contractual Documentation should legislation, regulations, conditions, the scope of services provided, commercial terms and conditions set by Third Parties whose services Citfin uses to fulfil its obligations toward the Client, or anything else require changes to be made. Provisions in either the General Business Terms or the Price List governing communication between the Client and Citfin; negotiation, amendment, and termination of Contract Documentation; terms and conditions whereunder Citfin provides services; and requirements for the Client to be represented when negotiating with Citfin and to provide important information to Citfin may themselves be also amended.
- 7.3. Citfin shall communicate to the Client any changes to Contractual Documentation through either BankServis or the Citfin Client Portal.
- 7.4. Any amendment of the General Business Terms, Price List, and/or Complaints Procedure shall be communicated by Citfin to the Client no later than two (2) months prior to them entering into effect. Should the Client disagree with the amended General Business Terms, Price List, and/or Complaints Procedure, he or she shall be entitled either to withdraw from the Contract with a written notice of termination, or to express otherwise his or her disagreement in writing prior to the effective date thereof.
- 7.5. In the event of:
 - a) changes to Contractual Documentation other than the GBT, Price List and Complaints Procedure;
 - b) changes to the GBT, Price List and Complaints Procedure in favour of the Client.

Citfin shall communicate to the Client through BankServis the nature and scope thereof, and that they shall enter into effect on the date specified in the notification of the relevant change.
- 7.6. Should the Parties agree to terminate the Contract, it shall be terminated no earlier than three days subsequent to when they have agreed to terminate it.
- 7.7. Either Party shall be furthermore entitled to terminate the Contract without cause.
- 7.8. 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 termination process and subsequent steps are set out in the GBT.

- 7.9. Either Party shall be entitled to withdraw herefrom 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 hereunder or for a cause specified in the General Business Terms.
- 7.10. The Parties shall terminate the Contract in a form and manner similar to a notice of termination herefrom in accordance with the General Business Terms.
- 7.11. Termination of the Contract either by notice or withdrawal shall not prejudice the Parties' rights and obligations hereunder prior to its termination. Termination of the Contract shall also be without prejudice to outstanding or disputed claims from Services provided prior to termination hereof and/or claims for damages caused by either or both of the Parties having breached obligations. All of the Client's outstanding obligations shall come due and be payable upon termination hereof and shall not cease to exist. Unless they are duly and timely paid, default interest shall accrue in accordance with provisions of the Civil Code.
- 7.12. 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.

8. Final Provisions

- 8.1. The Contract is governed by the laws of the Czech Republic. Any disputes between the Parties arising from the Contract or in connection herewith shall be first resolved amicably, if possible. Should the Client be dissatisfied with the resolution of a complaint or claim relating to Services, he or she shall be entitled to submit the complaint to the ČNB, which supervises the activities of Citfin, at its headquarters at Na Příkopě 864/28, 115 03 Prague 1. If an amicable solution is not reached, the general courts of the Czech Republic shall have jurisdiction to resolve any disputes. Should there be a dispute between a self-employed Client and Citfin, the Parties agree that the court of competent jurisdiction shall be the court for Citfin's registered seat.
- 8.2. The Contract is concluded for an indefinite term, and shall come into force and enter into effect on the date when it has been signed by both Parties. It shall supersede the previous Corporate Account Agreement where it concluded by and between the Parties prior to the date of this Contract's signature by the Client and Citfin.
- 8.3. The Contract is executed in duplicate and each Party shall hold a counterpart hereof.
- 8.4. The Client shall be entitled to request from Citfin any other information necessary for the use of the Services Citfin provides hereunder, and Citfin shall be obliged to provide such information without undue delay.
- 8.5. All rights and obligations of the Parties not addressed herein and/or in the General Business Terms shall be governed by applicable law, and in particular the Civil Code and the Credit Unions Act. Should there be a conflict between the provisions of the General Business Terms and the Contract, the provisions hereof shall apply. The Parties agree to exclude the application of the provisions of Sections 1765(1) and 1766 of the Civil Code to their contractual relationship hereby established.
- 8.6. Citfin particularly draws the Client's attention to the wording of certain provisions below of the General Business Terms:
 - a) provisions relating to the option of unilaterally debiting funds from the Client's Account, as laid down therein;
 - b) provisions concerning the possibility of not executing a Foreign Exchange Trade and withdrawal therefrom in the chapter on General Rules for Settlement of Exchange Trades in the General Business Terms.
 - c) provisions concerning the reasons for termination herefrom in the section titled Termination of the Corporate Account Agreement in the General Business Terms.
- 8.7. The Client expressly declares that he or she understands the contents of Contractual Documentation, agrees thereto and has not found them surprising.
- 8.8. The Annexes below are an integral part of the contractual relationship with the Client established by virtue hereof:

Annex 1:	Account Parameters
Annex 2:	Client Identification
Annex 3:	Information Sheet on the Client's Deposit Claims Insurance System
Annex 4:	General Business Terms and their Annexes
Annex 5:	Product Sheet – Corporate Account

Prague, (dated)

Citfin, spořitelní družstvo

Client
Signatory

Annex 1 – Account Parameters, Designation of the Authorized Account Holders

Account Parameters

Account Type: ☒ Legal Entity ☒ Self-Employed

Online Trading: ☒ Yes

Account Statements:

☒ BankServis

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

Statements are provided by:

☒ BankServis

Interest: NO ☒

Type of interest rate: ☒ announced

Annex 2 – Client Identification

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. Online Foreign Exchange:

YES x NO

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:			

Annex 3 – Information Sheet on the Client's Deposit Guarantee Scheme

Background Information about Deposit Protection	
Your deposit with Citfin is insured with:	Financial Market Guarantee System (Deposit Insurance Fund) ¹
Coverage Level:	<p>Compensation is provided in Czech koruna at an amount equivalent to EUR 100,000 per client deposited with Citfin. ²</p> <p>Citfin operates under the following trade names or trademarks:</p> <ul style="list-style-type: none"> • Citfin • Praguefin
If you have multiple deposits with Citfin:	The limit in Czech koruna equivalent to EUR 100,000 will be applied to your total deposits with Citfin.
If you have a joint account with another person or persons:	The limit in Czech koruna equivalent to EUR 100,000 will be applied to each client separately ³
The time limit for payment if the credit institution fails:	7 workdays ⁴
Currency in which the deposit will be paid:	Czech koruna (CZK)
Contact at the Financial Market Guarantee System:	<p>Financial Market Guarantee System (Deposit Insurance Fund)</p> <p>Address: Týn 6396/1, 110 00 Prague1</p> <p>Phone: +420 234 767 676</p> <p>Email: info@gsft.cz</p>
Further information is available at:	<p>For specific questions related to Citfin:</p> <p>Email: info@citfin.cz</p> <p>Phone: +420 234 092 333</p> <p>www.citfin.cz</p> <p>or the website of the Financial Market Guarantee System (general enquiries about the insurance system):</p> <p>www.garancnisystem.cz</p>

Other additional information:

The Financial Market Guarantee System using the Deposit Insurance Fund generally protects all non-business and business entities up to a set limit. Exceptions for certain deposits are listed on the Financial Market Guarantee system website. At your request, Citfin will also inform you whether certain products are insured or not. If your deposit is covered by a deposit guarantee scheme, Citfin will also confirm it on the account statement or similar document.

¹ System responsible for protecting your deposit

Your deposit is insured under a statutory deposit guarantee scheme. In the event of insolvency, your deposit will be reimbursed by the scheme up to an amount equal to EUR 100,000.

The equivalent of the limit in Czech koruna is converted at the exchange rate announced by the ČNB on the day of record, specifically on the date when it issues a notice of Citfin's inability under the legal

and contractual conditions to meet its obligations to beneficiaries or when a court or foreign court issues a decision suspending the rights of depositors to dispose of deposits at Citfin which are covered by insurance.

²*Coverage Level*

If a deposit is not available because the credit institution is unable to meet its financial obligations, the Financial Market Guarantee System (Deposit Insurance Fund) will compensate customers for their deposits up to a specified limit. This compensation payment in Czech koruna will not exceed the amount equivalent to EUR 100,000 and is always calculated for the entire bank or credit union. Therefore, to determine the amount to be compensated, all deposits held by the depositor with the same credit institution are added together, including interest calculated on the record date. For example, if a client held Czech koruna equivalent of EUR 90,000 in a savings account and Czech koruna equivalent of EUR 20,000 in a current account, only the amount in Czech koruna equivalent to EUR 100,000 will be compensated. The same procedure applies where the credit institution operates under different trade names or trademarks.

In certain cases, provided for in the Banks Act, deposits above the EUR 100,000 limit are covered, although only to a maximum of EUR 200,000. Examples include the deposit of funds obtained from the sale of residential property, if the record date is within three (3) months of when the account was credited, and other cases specified in the Banks Act.

³*Limit for joint accounts*

In the case of joint accounts (accounts with multiple holders as defined by Section 41e(1) of the Banks Act), each client's own share is counted separately towards the EUR 100,000 limit. Persons with only the right to handle the Account are not joint account holders and are not covered.

⁴*Payout of Compensation*

The deposit guarantee scheme insurance system responsible for the payment of compensation to clients is the Financial Market Guarantee System using the Deposit Insurance Fund (Týn 6396/1, 110 00 Prague 1, phone +420 234 767 676, info@gsft.cz, www.garancnisystem.cz). Refund of your deposits, up to the amount in Czech koruna equivalent to EUR 100,000 will start to be paid within seven (7) working days from the record date. In some cases (such as funds registered in the account of a payment institution), the time limit for starting payments may be longer (than 15 workdays). If you do not receive payment within this period, you should contact the Financial Market Guarantee System (Deposit Insurance Fund), as the limitation period for filing a claim may expire after a certain period of time. The absolute limitation period for payments in the case of credit institutions established in the Czech Republic is three (3) years pursuant to Section 41h(3) of the Banks Act. Further information can be obtained at www.garancnisystem.cz.