

# Addendum No. 2

## to the contractual Addendum for the Provision of Investment Services No. \_\_\_\_\_ concluded as part of the Framework Agreement

### Citfin – Finanční trhy, a.s.

Headquartered at: Bucharova 1423/6b, 158 00 Prague 13

Company ID No.: 25079069 | Tax ID No.: CZ25079069

listed in the Commercial Register administered by the Municipal Court in Prague, Section B, Entry 4313  
(hereinafter the "Company" or "Citfin")

and

### Client

Headquartered at: \_\_\_\_\_

Company ID No: \_\_\_\_\_

Tax ID No: \_\_\_\_\_

listed in the Commercial Register maintained by \_\_\_\_\_ under file No. \_\_\_\_\_

(hereinafter the „*Klient*“)

(*Citfin and the Client also individually a "Contracting Party/Party" and jointly the "Contracting Parties/Parties"*)

### Whereas:

- a) The Contracting Parties jointly entered into the Framework Agreement No. \_\_\_\_\_ dated \_\_\_\_\_
- b) On \_\_\_\_\_ the Parties concluded the **Addendum on the Provision of Investment Services**;
- c) On \_\_\_\_\_ the Parties concluded Addendum No. 1 to the Addendum for the Provision of Investment Services;
- d) The Parties wish to amend the wording of the **Addendum on the Provision of Investment Services by means of this Addendum No. 2** in the manner set out below;

### the Parties therefore agree to the following changes:

#### **1. Amendment to the Addendum on the Provision of Investment Services**

1.1. Article 5 shall be replaced with the following wording:

#### **5. Financial Collateral**

5.1. *The Parties expressly agree to establish financial collateral pursuant to the Act No. 408/2010 Coll. on Financial Capital, in its most recently amended version(s), (FCA), and this with the nature of a Financial Capital transfer as this term is defined in Art. 5.3, to the benefit of Citfin, and this per the conditions of this*

article in the GTC. A Financial Capital Transfer is understood to be a transfer which grants Citfin unrestricted ownership rights to the Financial Collateral.

- 5.2. *The Client hereby, pursuant to Section 8 of the FCA, transfers the Financial Collateral to Citfin to a Separate Account and Citfin then accepts this transfer of Financial Capital to the Separate Account, thereby ensuring the due and timely satisfaction of the Secured Debts.*
- 5.3. *The Financial Collateral consists of Client funds that are held on the Client's CPA (the Client Payment Account). To avoid any doubt: any monetary funds held by the Client and deposited (listed) on a CPA are considered such funds (Financial Collateral); and this for agreeing Spot Trades as well as the Initial Collateral Amount and the Supplementary Collateral Amount (Financial Collateral). The Client is informed of the method of calculation and the amount of the Financial Collateral in accordance with the GTC.*
- 5.4. *In the event of default, as set out in Article 6, or if there is a delay in fulfilment of Debt Collateral obligations, Citfin has the right to use the Financial Collateral to satisfy debts that it has taken on for the Client. The Client expressly agrees with this means for Citfin to exact its rights to satisfy debt obligations from the Financial Collateral.*
- 5.5. *The Client is entitled to request the return of part of the Financial Collateral for the amount that it exceeds collateral needed for debts. Citfin shall return any unused Financial Collateral without undue delay after termination of this Addendum.*

## **2. Final Provisions**

- 2.1. Unless stipulated otherwise, terms marked with capital letters used in this Addendum have the meaning assigned to them in the Framework Agreement, the Addendum on the Provision of Investment Services and the GTC.
- 2.2. To the extent that they are not affected by amendments under this Addendum, the provisions of the Addendum on the Provision of Investment Services and of the Framework Agreement remain valid and effective after execution of this Addendum.
- 2.3. All legal relationships arising under, or in connection with, this Addendum are governed by Czech law; any disputes between the Contracting Parties arising from this Addendum or related to its content shall first be resolved, if possible, amicably. If an amicable agreement cannot be arrived at, the dispute shall be taken to the relevant civil courts of the Czech Republic (i.e., those having jurisdiction over the registered office of Citfin).
- 2.4. If any provision of this Addendum becomes invalid or ineffective, they will be superseded by provisions whose meaning most closely match the invalid or ineffective provisions. The validity and effectiveness of the remaining provisions shall not be affected.
- 2.5. This Addendum is valid and effective on the date of its signature by both Parties.
- 2.6. This Addendum is executed in two exact copies, one given to Citfin and one to the Client.
- 2.7. Integral parts of this Addendum also include:  
Annex No. 1: Product Sheet – Forward Transactions

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

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Citfin – Finanční trhy, a.s.

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Client  
Signatory