

Addendum on the provision of investment services

To the Framework Agreement on the Provision of Payment Services No. _____,

concluded on the day, month, and year specified below between

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) S The Contracting Parties jointly concluded a framework agreement on the provision of payment services (the "**Framework Agreement**") on _____,
- b) Framework Agreement by mutual consensus in accordance with this addendum,

thus, the Contracting Parties have agreed as follows:

1. Amendment to the Framework Agreement

1.1. Article 1.3. is amended to read as follows:

1.3 *Citfin will continue to provide the Client with the service of procuring Forward Transactions pursuant to Article 10 of the GTC, or other transactions designated as such in the Confirmation, under the terms and conditions set forth in the current Price List.*

1.2. In Article 4.1.a) of the Framework Agreement, the words "and investment" are inserted after the word "payment".

1.3. In Article 4.1.a) of the Framework Agreement, the word "Spot" is replaced by the word "Exchange".

- 1.4. In Article 4.1.d) of the Framework Agreement, the word "Spot" is replaced by the word "Exchange".
- 1.5. A new Article 4a is inserted after Article 4 of the Framework Agreement (Client Declaration), which, including the heading, reads as follows:

4a. Client's statement in connection with Forward Transactions

4a.1. The Client further declares that:

- a) *they have been informed of the assessment of the appropriateness of the services to be provided to them by Citfin;*
- b) *they have been informed of their classification as a non-professional Client, unless classification as a professional Client has been expressly agreed with the Client in accordance with the CMA (Capital Markets Act), and has also been informed of the conditions and consequences of this classification, as well as the possibility of requesting reclassification to another category;*
- c) *has been informed by Citfin about the nature of Forward Transactions, their advantages and risks, and how they work, including the fact that a Forward Transaction is concluded at the moment of telephone agreement on the terms and conditions for the Forward Transaction;*
- d) *acknowledges that the agreed Forward Transaction is always settled in full by Citfin, unless otherwise specified;*
- e) *acknowledges all risks arising from Forward Transactions, in particular with regard to possible unfavourable exchange rate developments, which Citfin cannot influence and for which it is not responsible;*
- f) *undertakes to fully and unreservedly respect all obligations arising from the conclusion of a Forward Transaction and set out in the GTC;*
- g) *undertakes to instruct Authorized Persons on the conditions under which they will be authorised to conclude Forward Transactions on behalf of the Client;*
- h) *completed the Investment Questionnaire, which makes up Annex 2 to this addendum. In this questionnaire, Citfin obtains the necessary information from the Client about their professional knowledge and experience in the field of investments, financial background, and investment objectives, and based on this information, assesses whether the investment services provided to the Client by Citfin are appropriate in view of the information provided by the Client;*
- i) *is a non-financial counterparty pursuant to Article 2, Item 9 and is below the clearing threshold pursuant to Article 10, Item 1 of EMIR, or is an entity established and existing outside the EU whose status would correspond to that of a non-financial counterparty pursuant to Article 2, Item 9 of EMIR, which is below the clearing threshold pursuant to Article 10, Item 1 of EMIR, if the Client were established and existing within the EU;*
- j) *the Forward Transactions it executes are of a hedging nature, unless otherwise agreed in the process of concluding the Forward Transaction;*
- k) *it fulfils all its obligations under EMIR.*

4a.2. In connection with the negotiation of financial collateral for the Financial Collateral, the Client further declares that:

- a) *it is entering into a contractual relationship with Citfin in accordance with the Financial Collateral Act (ZfZ) and the CMA;*
- b) *the Financial Collateral is not encumbered by any lien in favour of persons other than Citfin, if relevant, and no third party has any contractual or other right to the Financial Collateral that could impede Citfin's right to freely dispose of the Financial Collateral;*
- c) *has been informed of the main characteristics of the legal regulation of financial collateral under the Financial Collateral Act (ZfZ) and how it differs from the general regulation of liens and transfers of property in the legal sense in favour of Citfin, and has familiarised themselves with the content of all their obligations arising in connection with or on the basis of the agreed financial collateral;*
- d) *to the best of their knowledge, there is no fact that would prevent or call into question the creation of financial collateral agreed under the Framework Agreement, or that could affect the validity, effectiveness, binding nature, or enforceability of the financial collateral arrangement for the Financial Collateral or the Client's ability to fulfil its obligations under the Framework Agreement;*
- e) *to the best of its knowledge, no breach under the GTC has occurred or persists, nor has any event occurred that could, over time or upon notification (or a combination of both), become a breach.*

4a.3. The Client's declaration in Articles 4a.1. and 4a.2. shall be deemed to be repeated each time the Service is concluded and throughout the entire duration of the Service. If any of the declarations in Articles 4a.1 or 4a.2 cease to correspond to reality, the Client is obliged to inform Citfin of the relevant facts in writing without undue delay and to provide Citfin with all related documentation. The Client undertakes to take all necessary measures to ensure that Citfin is not

adversely affected as a result of such false declarations by the Client. In the event that Citfin incurs damage as a result of the Client's false statement(s), the Client undertakes to compensate Citfin for such damage.

- 1.6. A new Article 4b with the following wording shall be inserted after Article 4a of the Framework Agreement (Client's Statement in Connection with Forward Transactions):

4b. Financial Collateral

- 4b.1. *The Contracting Parties expressly agree to arrange financial collateral in accordance with the Financial Collateral Act (ZfZ), namely in the form of a lien on the Financial Collateral, as defined in Article 4b.3, in favour of Citfin, under the terms and conditions of this Article and the GTC.*
- 4b.2. *The Client, as the pledgor, hereby establishes a lien on the Financial Collateral in favour of Citfin as the lien creditor, and Citfin accepts this lien. The lien secures the proper and timely satisfaction of the Secured Debts.*
- 4b.3. *Financial collateral consists of the Client's funds held in the CPA. For the avoidance of doubt, such funds shall be deemed to be any funds of the Client deposited (held) in the CPA or claims for the payment of funds deposited (held) in this CPA, both when concluding a Forward Transaction and Initial Collateral Value and Margin Call Value ("Financial Collateral"). The Client is informed about the deposit and amount of the Financial Collateral in accordance with the GTC.*
- 4b.4. *In cases of breach as specified in Article 4c, or if there is a delay in the performance of the Secured Debt, Citfin shall satisfy amounts owed (claims) by offsetting the value of the pledged Financial Collateral against its claim against the Client. The Client expressly agrees to this method of exercising Citfin's right to satisfy its claim from the Financial Collateral.*
- 4b.5. *Under the conditions specified in a special agreement concluded between the Client, a third party, and Citfin, the Financial Collateral from which Citfin may satisfy its claims in cases of breach as set out in the GTC, or in the event of a delay in the performance of the Secured Debt, may also include the funds of said third party held by Citfin.*
- 4b.6. *Secured debts ("Secured Debts") are all monetary debts of the Client to Citfin arising from or related to the Framework Agreement, which (i) exist as of the date of conclusion of the Framework Agreement, (ii) are conditional or unconditional, or (iii) arise in the future, until the date of settlement of Citfin's claims against the Client, in particular debts consisting of:*
- a) debts from Forward Transactions;*
 - b) payment of all fees incurred under or in connection with the Framework Agreement, including accessories;*
 - c) payment of any contractual penalties incurred under or in connection with the Framework Agreement, including accessories;*
 - d) the payment of compensation for damage (including any claims for compensation for lost profits) incurred in connection with the Framework Agreement, including its accessories;*
 - e) the surrender of unjust enrichment arising as a result of withdrawal from any of the agreed Forward Transactions or their cancellation, apparent invalidity or invalidity, including accessories thereto; or*
 - f) the payment of all other incurred, contingent or future debts arising under or in connection with the Framework Agreement, including accessories thereto.*

- 1.7. A new Article 4c shall be inserted after Article 4b of the Framework Agreement (Financial Security) with the following wording:

4c. Events of default for the purposes of financial security

- 4c.1. Events of default for the purposes of financial security shall mean the following situations.
- a) The Client fails to make any payment or performance in connection with a Forward Transaction under the Framework Agreement, even within the additional period specified by Citfin;*
 - b) The Client breaches any other obligation under the Framework Agreement in connection with a Swap Transaction other than that specified in point/item a) and fails to remedy said breach even within the additional period specified by Citfin;*
 - c) any statement made by the Client to Citfin in connection with the provision of Services under the Framework Agreement proves to be false as of the date of such statement, and Citfin discovers in good faith that said false statement (or as a result of incorrectly stated factual or legal circumstances) has significantly negatively affected the balance of its risks and benefits from the Service provided;*

- d) *the Client ceases to exist without a legal successor, or steps are taken to terminate it without a legal successor/the successor dies or their legal capacity is restricted;*
- e) *The Client merges or otherwise consolidates or amalgamates with another entity, splits its holdings, or transfers all or a substantial part of its business assets to a third party, and at the time of the merger, amalgamation, consolidation, division/split, or transfer, the successor or acquiring entity does not assume, in accordance with the law or under a contract reasonably satisfactory to Citfin, all obligations expiring or being transferred under the Framework Agreement and all Open Forward Transactions;*
- f) *The Client declares that it will not fulfil any material obligation under the Framework Agreement in connection with a Forward Transaction or any other material debt to Citfin or Citfin SD, other than in the context of a dispute in good faith concerning the existence, nature or scope of such obligation. A material debt is a debt of the Client exceeding CZK 10,000 arising from one or more obligations towards Citfin or Citfin SD;*
- g) *any event occurs that gives Citfin the right to withdraw from the Framework Agreement in connection with the Forward Transaction and which is not an event within the meaning of points a) to f) of this article.*

1.8. A new Article 4d shall be inserted after Article 4c of the Framework Agreement (Events of Default for Financial Collateral Purposes) with the following wording:

4d. Final Settlement

4d.1. In the event of termination of the Framework Agreement, at Citfin's discretion, all mutual claims between the Client and Citfin arising in connection with unsettled Forward Transactions may be abolished and these claims shall be replaced by the obligation of one contracting party to pay the other contracting party the amount determined by Citfin in accordance with Article 4d.2. below ("**Final Settlement Amount**").

4d.2. *The final settlement amount shall be equal to*

- a) *The sum of all Transaction Values that are positive for Citfin and the Amounts Payable owed to Citfin, MINUS*
- b) *The sum of the absolute amounts of all Transaction Values that are negative for Citfin and the Amounts Payable owed by Citfin.*

where:

"Amounts due" owed by one party to the other party means the sum of (i) all amounts that should have been paid by such party in connection with the transaction but have not been paid, (ii) the Liquidation Value on the agreed delivery date in relation to all assets that should have been but were not delivered by said party under the transaction, and (iii) interest on the amounts referred to in points (i) and (ii) from the date of and including the due date of the relevant payment or delivery until and excluding the effective date of termination of the Framework Agreement, using the CZEONIA reference interest rate.

"Liquidation Value" means, with respect to any items and property, an amount equal to (i) the net proceeds (after deduction of fees and expenses) that Citfin could reasonably have obtained by selling items and property of the same type and quantity on the market on the relevant date, if the items and property are to be or should have been delivered by Citfin, (ii) the amount of costs (including fees and expenses) reasonably incurred or that could have been incurred by Citfin in purchasing items and property of the same type and quantity on the market on the relevant date, if the items and property are to be or should have been delivered to Citfin; (iii) the value determined by Citfin in good faith as its total loss and costs (or profits expressed as a negative value in such a case) incurred in connection with such items and property, if the market price of said items and property cannot be determined.

"Trade Value" means, in relation to any trade, an amount equal to, at Citfin's discretion, (i) the loss incurred (expressed as a positive value) by Citfin or the profit earned (expressed as a negative value) by Citfin as a result of the termination of such trade, or (ii) the arithmetic mean of the price quotations for replacement or hedging transactions as of the effective date of termination of the Framework Agreement, received by Citfin from at least two leading market participants. In the case of point (ii), each such quotation shall be expressed as the amount that the market participant would have paid or received on the effective date of termination of the Framework Agreement if said market participant had assumed the rights and obligations of the other party (or their economic equivalent) arising from the relevant transactions; the resulting amount shall be expressed as a positive number if it is payable to the market participant; otherwise, it shall be expressed as a negative number. If, in such a case, no quotation or only one quotation can be obtained, the Transaction Value shall be determined in accordance with point/item (i).

4d.3. *If the Final Settlement Amount calculated above is a positive number, the Client shall be obliged to pay the Final Settlement Amount to Citfin. If the Final Settlement Amount is a negative number, Citfin shall be obliged to pay its absolute value to the Client.*

4d.4. *The Final Settlement Amount shall be paid in Czech crowns, unless otherwise agreed between the Client and Citfin. If it is necessary to convert from one currency to another, the market exchange rate determined by Citfin as the rate at*

which the relevant amount of one currency can be bought or sold (exchanged) for another on the domestic foreign exchange market at that moment with prompt settlement (spot rate) shall be used for the conversion.

4d.5. *The final settlement amount is payable on the second Business Day after the date on which its calculation is delivered by Citfin to the Client.*

4d.6. *Citfin shall take into account the accepted Financial Collateral when calculating the Final Settlement Amount. As part of the satisfaction of the Financial Collateral by its forfeiture, Citfin shall be entitled to collect from the CPA the relevant part or all of the Client's funds or claims for their payment constituting the Financial Collateral within the period specified in Article 4d.5. The Client is obliged to pay the remaining part of the Final Settlement Amount within the period specified in Article 4d.5.*

1.9. The existing Article 6.6. of the Framework Agreement is amended by adding points e) and f) with the following wording:

e) *provisions relating to financial collateral, as set out in the Financial Collateral section;*

f) *provisions relating to the possibility of proceeding in the event of non-settlement of a Forward Transaction, as set out in the section Postponement of the Settlement Date of a Swap Transaction and Non-Settlement for Reasons Attributable to the Client in the GTC.*

1.10. A new Article 6.8a is inserted into the Framework Agreement after the existing Article 6.7, with the following wording:

6.8a *The Contracting Parties further agree that the Framework Agreement is in relation to all Forward Transactions (including related agreements on the establishment of a lien on the Client's funds in the CPA and the Client's claim for the release of funds held in the CPA, or related agreements on the transfer of the Client's funds to Citfin pursuant to the Financial Collateral Act (ZfZ)) as an agreement on final settlement pursuant to the CMA or such regulation that replaces the CMA, and within the meaning of Section 366(2) of the Insolvency Act or such regulation that replaces this Act.*

2. Final provisions

2.1. Unless otherwise specified, capitalised terms in this addendum shall have the same meaning as defined in the Framework Agreement and the GTC.

2.2. To the extent not affected by the amendment pursuant to this addendum, the Framework Agreement shall remain valid and effective even after the conclusion of this addendum.

2.3. All legal relationships arising from or in connection with this amendment shall be governed by the laws of the Czech Republic. All disputes between the contracting parties arising from or in connection with this amendment shall be resolved, if possible, amicably. If an amicable solution cannot be reached, any disputes shall be resolved by the civil courts of the Czech Republic. The contracting parties agree that in the event of a dispute between the Client as a businessperson and Citfin, the court with jurisdiction shall be the court with jurisdiction according to the location of Citfin's registered offices (headquarters).

2.4. If any provision of this amendment is or becomes invalid or ineffective, it shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of any provision shall not affect the validity and effectiveness of the other provisions.

2.5. This addendum shall be valid and effective from the date of its signing by both contracting parties.

2.6. This addendum is made in two copies, one of which shall be received by Citfin and one by the Client.

2.7. The following are also an integral part of this addendum:

Appendix No. 1: Product Sheet for Forward Transactions

Appendix No. 2: Investment Questionnaire

In Prague, on _____

Citfin – Finanční trhy, a.s.

Client
Signatory