Annex No. 2 to the Framework Agreement

General Terms and Conditions

1. Introductory Provisions

1.1 Citfin – Finanční trhy, a.s., Company ID No. 250 79 069, having its registered offices (headquarters) at Bucharova 1423/6b, 158 00 Prague 13, and listed in the Commercial Register maintained by the Municipal Court in Prague, Section B, Entry 4313 (hereinafter **"Citfin"**), is a joint-stock company authorised (i) as a securities dealer under the Czech Capital Markets Act (Act No. 256/2004 Coll., as amended – "CMA") and (ii) as a payment institution under the Czech Payment Services Act (Act No. 370/2017 Coll., as amended – "PSA") to provide the following services:

a) execution of exchange transactions, i.e., the purchase or sale of foreign currency for the Czech currency, or the exchange of one foreign currency for another;

b) execution of payment transactions;

c) establishment of a Client Payment Account ("CPA") for the execution of payment transactions;

d) provision of internet banking services;

e) provision of phonebanking services;

f) provision of the Client API service linked to the CPA;

g) provision of the Citfin API service

(hereinafter collectively referred to as the "Services").

1.2 Supervision of Citfin's investment and payment services is carried out by the Czech National Bank, headquartered at Na Příkopě 28, 110 00 Prague

1.3 Contractual Documentation

Citfin provides Services to Clients based on their registration. Registration takes place online via the web-based onboarding interface, where the Client provides all required information and documents. The Client expresses its intention to enter into the Framework Agreement by clicking the "Sign" button during registration.

1.4 Where justified, or based on Citfin's decision, the Client may also be registered in person by signing a physical copy of the Framework Agreement.

1.5 The terms of cooperation and the means of delivering Services to Clients are governed by the Framework Agreement (including any amendments), the Investment Questionnaire ("Questionnaire"), these General Terms and Conditions ("GTC") and their annexes (namely, the Fee Schedule), the Complaints Policy, technical information on the administration of payment transactions, use of Citfin internet banking and phonebanking, and the use of the Client API and Citfin API services ("Technical Information"), and the Product Sheets for Payment Services and Spot Trades and for Forward Trades (collectively, the "Contractual Documentation").

1.6 Citfin provides information required under Sections 132 et seq. PSA and Sections 15d et seq. CMA through these GTC and the Product Sheets.

1.7 Cooperation

1.8 Citfin and the Client agree to provide mutual assistance necessary for the provision of Services. In performing their respective obligations under the Contractual Documentation, they shall act fairly. Citfin shall act competently, fairly, and in the best interest of the Client.

2. Information on How Services Are Provided by Citfin

2.1 In providing Services, the Client communicates with Citfin via the Citfin internet (online) banking service, the Phonebanking service or via the company's Dealing Desk. It does so in the following scope:

a) Internet banking – for balance inquiry for the CPA and execution of payment transactions;

b) Internet banking – for executing Spot Trades;

c) Phonebanking – for remote login to the CPA for the above actions;

d) The Dealing Desk – for executing foreign exchange trades.

3. Information on Accounts and Payment Transactions

3.1 Upon signing the Framework Agreement, Citfin establishes one or more Client Payment Accounts (CPAs) for the Client:

at the Client's request and in currencies offered by Citfin.

3.2 Citfin provides statements from the CPAs containing an overview of all Payment Transactions, the amount of Collateral Value, the balance of funds held in the CPA(s), and Exchange Trades executed or settled in the given calendar month. These statements also indicate any receivables owed by the Client to Citfin or vice versa. Statements are delivered via the internet banking system unless agreed otherwise.

3.3 Citfin provides such statements monthly. The information in the statement is also accessible via the agreed Client API service. The Client is obligated to notify Citfin without undue delay of any discrepancies identified in statements accessed via internet banking or the Client API.

3.4 In all communications with Citfin, the Client must use its identification number (their Company ID number/Civil ID number). This number is used for identifying the Client, especially when funds are transferred to the CPA, and also serves as the variable symbol on Payment Orders.

3.5 Only the Client or a duly Authorised Person may dispose of the funds in the CPA; this by submitting a Payment Order via internet banking, Phonebanking, or through the Citfin API.

3.6 **Right to Debit Funds**

Citfin may debit funds from the Client's CPA without the Client's instruction in the following cases:

a) settlement of fees for Services under the Fee Schedule, or fees paid by Citfin in connection with Payment Transactions initiated by the Client;

b) non-payment of a loss incurred from the settlement of an Exchange Trade by the Client;

c) discharge of statutory obligations by Citfin in enforcement proceedings;

d) mutual settlement of claims and liabilities upon closing the CPA;

e) corrective settlement in the event of an error. Corrective settlement is conducted in the currency of the erroneous transaction. If a currency exchange occurred, Citfin may exchange the funds at the CNB rate valid on the day of the original error;

f) other cases specified in the Framework Agreement, these GTC, or applicable legal regulations.

3.7 If the receivable is denominated in a currency different from the balance held in the Client's CPA, Citfin may exchange the Client's funds in order to settle the receivable. The following exchange rates shall apply:

a) the CNB "foreign exchange sell" rate valid on the day of the Payment Transaction if Citfin provides (sells) the currency to the Client; or

b) the CNB "foreign exchange buy" rate if Citfin receives (buys) the currency from the Client),

unless a specific exchange rate has been agreed within the relevant Exchange Trade.

4. Authentication and Authorisation Procedures

To ensure security in communications with the Client, Citfin applies the following verification procedures:

a) Identification – Citfin verifies the identity of the Client;

b) Authentication – strong customer authentication in line with the PSA;

c) Authorisation – the Client confirms the accuracy of a Payment Order or foreign exchange instruction and gives consent to its execution or settlement;

d) Alternative Verification – used when standard authentication cannot be performed, particularly during communications with Citfin personnel.

Detailed information on Authentication, Authorisation, how Verification Codes are obtained, and how Alternative Verification is performed is provided in the Technical Information.

4.1 **Verification**

Verification is required during telephone contact between the Client and Citfin related to Services, particularly:

a) executing an Exchange Trade via the Dealing Desk;

b) providing information about Services used by the Client.

After Verification/Identification, Authentication or Authorisation follows, depending on the Client's request.

4.2 **Authentication**

Authentication is required in the following contexts:

a) logging into internet banking to execute Payment Transactions or Spot Trades;

b) when Citfin staff provide information about the CPA;

c) using the Phonebanking service;

d) using the Citfin API;

e) using the Client API.

4.3 **Authorisation**

Authorisation is required in the following contexts:

a) executing Payment Transactions from the CPA via phone contact with Citfin;

b) entering into Exchange Trades through the Dealing Desk.

5. List of Trusted Beneficiaries

When executing an outgoing Payment Transaction via internet banking or Phonebanking, the Client

simultaneously agrees that the recipient will be added to the list of trusted beneficiaries within the meaning of Article 13 of the RTS. Inclusion on the trusted list allows Payment Transactions to be submitted to that recipient by telephone via the Dealing Desk.

6. Types of Exchange Trades

6.1 The Client may, in particular:

a) execute Spot Trades – purchase or sale of foreign currency at a fixed, current Spot Rate, with settlement no later than two Business Days following trade execution;

b) submit Orders – instructions to enter into Exchange Trades that are executed automatically once the agreed exchange rate is reached;

c) execute Forward Trades, including: Forwards – currency purchase/sale for a fixed rate with settlement on a future agreed date (no earlier than T+3 and no later than one year, unless agreed otherwise); Swaps – currency purchase/sale followed by a reverse transaction after a fixed period at an agreed rate (used to cover temporary shortfalls in one currency using a surplus in another); Options – contracts for Forward Trades granting one party the right to exchange a specified currency amount at an agreed rate on or within a defined future date or period. The other party bears the corresponding obligation. The right may be dependent on other conditions.

7. Placing Exchange Trades

Citfin allows Clients to enter into Exchange Trades as follows:

a) Spot Trades: via internet banking or the Dealing Desk;

b) Orders: via the Dealing Desk;

c) Forward Trades: via the Dealing Desk,

subject to the requirements for executing an Exchange Trade set out in the Technical Information.

8. Execution of Exchange Trades

An Exchange Trade is deemed executed if the instruction contains the elements specified in the Technical Information and:

a) the Client, after logging in to internet banking, accepts the quoted terms for the Spot Trade as shown;

b) during a telephone call with the Dealing Desk, the Client and Citfin agree on the trade parameters and the Client givens an Authorisation Instruction/Order.

Trade parameters cannot be altered after execution. Orders may be amended only before execution or expiry.

A pending Spot Trade placed based on an Order may be cancelled in the same manner in which it was placed.

9. Trade Confirmations

9.1 Delivery of Confirmation

Once an Exchange Trade is concluded, Citfin issues a Confirmation without undue delay and delivers it to the Client via internet banking, unless agreed otherwise. For Orders, no Confirmation is issued or delivered unless specifically agreed.

The parties acknowledge that a Confirmation is only a document confirming an agreed trade. Not receiving a Confirmation does not affect the validity of the executed trade.

9.2 Objections to Confirmation Content

The Client must review the Confirmation and the data therein. If the Client does not notify Citfin via internet banking or email within 24 hours of receipt stating that it disagrees with the content, the Confirmation shall be deemed accepted without objection.

10. Orders

10.1 A Spot Trade based on an Order will be executed only if the exchange rate Citfin can offer—based on internal rules and prevailing market conditions—is equal to or reasonably close to the agreed Spot Rate. The standard settlement date is T+2 unless agreed otherwise; settlement can, however, occur sooner.

If the target rate is not reached within the specified time window, the Order expires.

10.2 In exceptional or unforeseen market conditions (e.g., sharp movements or market gaps), it may be impossible to execute stop-loss Orders at the agreed rate. In such cases, the Spot Trade will be executed at the best available market rate without further Client confirmation. In such instances, submitting a stop-loss Order does not guarantee prevention of a loss (of funds) for the Client.

10.3 The Spot Rate applies only if the settlement date is two Business Days after Order execution (T+2). If the Client requests a different settlement date, Citfin may settle the trade at a rate adjusted for Forward Points rather than the Spot Rate.

After executing the Spot Trade based on an Order, a Citfin staff member will contact the Client to agree on:

a) transfer of funds to a Dedicated Account as per Article 12.2;

b) the settlement date;

c) settlement instructions in accordance with Article 12.4.

11. Forward Trades

11.1 Collateral Requirement

If the Client enters into Forward Trades with Citfin, Citfin may require the Client to provide security in the form of Initial Collateral or Additional Collateral.

11.2 The Client shall deposit the Initial Collateral promptly upon request by Citfin, so that it is credited to the CPA as soon as possible, and no later than two Business Days after trade execution, unless agreed otherwise. In determining the Initial Collateral, Citfin may—but is not required to—consider the Treasury Limit assigned to the Client.

11.3 Between the conclusion and settlement of each Forward Trade, Citfin continuously calculates in Czech koruna the Aggregate Current Market Value. If the value of an open Forward Trade is negative for the Client, the absolute CZK amount enters the calculation with a minus sign; if positive, it enters with a plus sign. The market value is determined by Citfin using the "Mark-to-Market" (MTM) method and reflects the fair market value of the open position at that moment.

11.4 At the same time, Citfin continuously calculates the Aggregate Current Collateral Value. In this calculation, Citfin may—but is not obliged to—take the Treasury Limit into account.

11.5 If, on a Business Day, the negative Aggregate Current Market Value equals or exceeds:

a) 85% of the Aggregate Current Collateral Value: Citfin may, at its discretion, call for Additional Collateral. The Client must comply. Notification methods include:

(i) Registered Email;

(ii) Dispatch via Citfin internet banking;

(iii) Follow-up phone call to the registered number in the Framework Agreement. Margin calls may be repeated as needed, depending on exchange rate trends. The Client must credit the required amount to the CPA no later than two Business Days after the call, unless agreed otherwise.

This request shall also be communicated to the Client in one of the ways specified in this letter a) points (i) to (iii).

The Client is obliged to supplement the Collateral Value in accordance with the requirements specified in the request, in particular at least in the amount specified in the request, so that it is credited to the CPA as soon as possible, no later than within two Business Days from the date of sending the request, unless another deadline has been agreed

b) 95% of the Aggregate Current Collateral Value: Citfin is entitled to request the early termination of one or more Forward Trades in order to reduce the Client's negative exposure. Citfin, in agreement with the Client, may close the trade(s) by entering into one or more Opposite Trades (Counter Trades) or by another method. The Client must settle any resulting liabilities (including exchange losses) for any and all Forward Trades made by Citfin, and Citfin is entitled to use all Collateral provided to cover the claim.

This does not affect Citfin's right to recover the full claim amount resulting from any Forward Trade and any related damages.

11.6 Contractual Termination for Insufficient Collateral

If Citfin does not terminate a Forward Trades or multiple Forward Trades prematurely in accordance with Article 11.5 b), Citfin is entitled to withdraw from the Forward Transaction or Forward Transactions. The Client shall be notified of such withdrawal or withdrawals using one of the methods of notification for a request. If Citfin incurs a loss as a result of withdrawing from the Forward Transaction or Forward Transactions, Citfin shall be entitled to use all Collateral provided by the Client to cover such loss. If the amount of the Collateral is insufficient to cover such loss, Citfin shall be entitled to

a) offset its claim arising from the relevant loss against the Client's claim for payment of the balance on any of the Client's CPAs or against any claim of the Client against Citfin;;

b) call on the Client to pay the shortfall to a dedicated account within 5 Business Days from giving notice; Clients are given notice in one of the ways listed in Article 11.5 a), items (i) to (iii).

11.7 The Client's delay in depositing Initial or Additional Collateral or paying losses arising from Forward Trade(s) per Articles 11.5 and 11.6 constitutes grounds for Citfin to withdraw from the Forward Trade(s), per Article 11.8 b) or the entire Framework Agreement in the spirit of Article 21.2 h).

11.8 Financial Collateral Undertakings

In relation to agreeing the Financial Collateral the Client undertakes to:

a) refrain from pledging rights to the Financial Collateral to any third party during the period for which the Framework Agreement is valid;

b) not transfer Financial Collateral to any third party without Citfin's prior written consent;

c) not take any action that could impair Citfin's right to enforce the Financial Collateral;

d) notify Citfin without delay of any material changes (e.g., registered office or company name);

e)   cooperate fully in any Financial Collateral enforcement proceedings;

f)   allow Citfin to enforce all Secured Obligations—including fees and any other charges—using the Collateral and its accessories if the Client fails to fulfil its contractual duties toward Citfin arising from the Framework Agreement.

12. Settlement of Exchange Trades (General Provisions)

12.1   Exchange Trades are settled between the Client and Citfin on the agreed date. The Client must ensure sufficient funds are available in the designated account for settlement or transfer requested amount needed for the settlement to Citfin's account. If funds are not credited on time to the Dedicated Account, the trade will be settled on the day funds are received and posted as shown in the daily transactions statement for the relevant Dedicated Account. Citfin reserves the right to defer settlement due to force majeure or if the settlement date falls on a local holiday or day off work in the country to which the traded currency is associated.

12.2   Each transfer to a Dedicated Account must include the Client's Company ID or Civil ID number, used as a variable symbol for payments in Crowns (CZK) or payment reference (other currencies). Transfers must be completed within two days of trade execution unless agreed otherwise.

12.3   Citfin shall settle Exchange Trades in accordance with Client instructions, provided all conditions in the GTC are met.

12.4   Upon settlement of the Exchange Trade, Citfin shall disburse funds per the Client's instruction. If no instructions are provided by the time of settlement, Citfin will hold the funds in one of its Designated Accounts until the end of the next Business Day unless the funds have already been transferred to the Client's account or that of another payment service provider.

12.5   Citfin may suspend settlement if:

a)   the Client and Citfin agree to postpone the value (settlement) date for the Exchange Trade;

b)   the exchange amount is not transferred by the Client to the Designated Account per Article 12.2;

c)   the Client fails to maintain sufficient collateral on its CPA per Articles 11.2 or 11.5(a), not even after two Business Days;

d)   the Client breaches the Framework Agreement or GTC;

e)   Citfin is objectively unable to settle, including for reasons under Article 11.7.

Citfin will promptly notify the Client that the Exchange Trade has not been settled and may charge all costs related to the unsettled Exchange Trade to the Client.

12.6   **Deferred Settlement of an Exchange Trade & Default on Settlement due to Client**

If the Client delays payment per the terms in Articles 12.5 b) and 12.5 c), Citfin may propose a new date for the Exchange Trade for closing a currency position to roll the value (settlement) date per Article 12.5 a). Citfin may also, in such a case and cases of procedures per Article 12.5, items b) to e):

a)   unilaterally cancel any or all unsettled Exchange Trades;

b)   in the event of a postponement of the settlement date of the Exchange Transaction pursuant to Article 12.5. a) as a result of the Client's delay in payment pursuant to Article 12.5. b) and 12.5. c), execute a new transaction in the form of a Countertrade at the agreed exchange rate of the transaction concerned, with the original type and amount of both currencies that were the subject of the original transaction. Citfin shall set the settlement date of the postponed transaction no later than the following Business Day;

c)   in the case of the procedure under Article 12.5. b) to e) (in cases under Article 12.5. b) and 12.5. c) only if Citfin does not decide to postpone the settlement date, see above, in which case the procedure under Article 12.6 shall apply. b)) execute, at the current interbank market exchange rate, a new transaction in the form of a Countertrade to the original transaction with the original currency type and amount. Citfin will then offset the difference between the value of the original Exchange Transaction (pursuant to letter a) of this article) and the value of the Exchange Transaction in the form of a Countertrade (see the previous sentence of this article) against the Exchange Volume.

12.7   **Objective Inability to Settle an Exchange Trade (Transaction)**

Citfin shall not settle an Exchange Transaction in whole or in part in accordance with the Client's instructions in the event of an extraordinary, unforeseeable, and insurmountable obstacle arising independently of Citfin's will. Force majeure includes natural events (catastrophes), significant fluctuations in the exchange rate of the Exchange Trade or Open Forward Trade on the interbank foreign exchange market, terrorism, war, civil unrest, strikes, lockouts, measures taken by institutions used by Citfin in payment transactions, measures taken by Czech and foreign public authorities, including courts, or other obstacles arising independently of Citfin's will, if Citfin could not reasonably have foreseen such obstacles at the time the obligation arose.

12.8   **Withdrawal from Exchange Trade**

The Client may withdraw if Citfin breaches the agreed terms and those of the Contract Documents. Citfin may withdraw from an Exchange Trade (Transaction) if:

a) instructions are incomplete, ambiguous, or untrue;

b) the Client fails to perform its obligations or is delayed in doing so per the terms of the Contract Documents, or is reasonably expected to default;

c) insolvency or enforcement is initiated against the Client;

d) the Exchange Trade would violate legal requirements;

e) there is evidence of market abuse, manipulation;

f) the Client ceases to exist or merges (per Act No. 123/2008 Coll. on the Transformation of Commercial Businesses and Cooperatives in its most recent version), without a successor who takes on obligations of such a contract;

g) the Client dies or becomes legally incapacitated;

h) a conflict of interest arises between the Client and Citfin or mutually between Citfin's Clients;

i) the Client's LEI is invalid (for Forwards);

j) settlement is impossible due to failure to meet obligations by a third-party with whom Citfin collaborates on settlement of Exchange Trades and where the ability to settle the Exchange Trade per the Client's instruction(s) arises.

12.9 **Process upon Withdrawal from an Exchange Contract, Spot Trade based on an Order and Forward Trade**

In the case of withdrawal from an Exchange Contract, a Spot Trade based on an Order and/or Forward Trade per Article 11.8, Citfin may close the trade by executing a Countertrade. All related losses or costs (including FX losses) are borne by the Client.

13. Payment Transactions

13.1 The Client may use the following payment services:

a) transfer of funds from the CPA to the Client's or third-party accounts in CZK or foreign currency and vice versa;

b) non-cash foreign exchange transactions.

13.2 The Client is obligated to transfer funds intended for the CPA to Dedicated Accounts in the currencies in which these Dedicated Accounts are maintained.

Citfin executes Payment Transactions in favour of the Client's accounts or third-party accounts listed in Annex No. 1 to the Framework Agreement.

13.3 If the Client transfers funds from an account not listed in Annex No. 1 to the Framework Agreement, but Citfin can clearly verify that the account is owned by the Client, Citfin will link the account and notify the Client via the address listed in Annex No. 1 to the Framework Agreement. Citfin may request written confirmation of account ownership.

13.4 Transactions agreed with, or requested by, the Client will be executed within the agreed deadlines per these GTC and the Technical Information, or on the maturity date specified by the Client, unless delayed due to force majeure or local holidays or days off work in the Czech Republic or other relevant currency markets.

13.5 Before executing a transaction, Citfin shall, upon request, provide information on the maximum execution time and the applicable fees payable to Citfin, including a breakdown if the fees consist of multiple components.

13.6 Citfin must credit funds from Outgoing Payment Transactions to the recipient's payment service provider per deadlines stipulated in the PSA, i.e., by no later than T+4. Citfin must credit Incoming Payment Transactions to the Client's CPA per deadlines stipulated in the PSA, i.e., no later than the end of the next Business Day after funds intended for the Client are received by Citfin (the Recipient account).

14. Entry and Execution of Outgoing Payment Transactions

14.1 Outgoing Payment Transactions are processed according to the cut-off times specified in the product sheet for payment services and Spot Trades (available at www.citfin.cz). Orders submitted after 4:59 p.m., i.e., after the cut-off limit, are treated as received on the next Business Day.

14.2 Citfin executes Outgoing Payment Transactions based on Client payment instructions that meet the conditions of the GTC and Technical Information.

14.3 Clients may request cancellation of a Payment Order even after submission, but Citfin is not obliged to accept the request. A cancellation fee may apply as per the Fee Schedule.

14.4 After execution of the Outgoing Payment Transaction, Citfin sends the Client confirmation via internet banking and email. This serves as documentation of settlement of the Outgoing Payment Transaction.

14.5 Citfin will not execute an Outgoing Payment Transaction based on a Client Payment Order, nor will it credit funds to a CPA, if:

a) it fails to meet the conditions of the GTC or Technical Information, namely, fulfilment of terms for executing a Payment Order;

b) insufficient funds are available in the CPA;

c) blocked under AML laws (anti-money laundering regulations);

d) execution would breach Czech or foreign laws (for banks executing payments) or Citfin's internal rules (e.g., risk country payments). This applies in particular to payments for recipients/senders of payment transactions with addresses in high-risk countries and/or where the recipient's or sender's bank is owned by entities from high-risk countries.

The current list of high-risk countries is available at www.citfin.cz.

In the event of failure to execute a Payment Transaction pursuant to this Article, Citfin shall immediately inform the Client of this fact and provide the Client with the grounds for rejecting the Outgoing Payment Transaction, unless the procedure pursuant to Article 14.5. c) applies.

In the event of failure to execute a Payment Transaction pursuant to Article 14.5. b), Citfin shall immediately inform the Client of this fact. The Client shall have a period of two Business Days from the original due (maturity) date of the Payment Order to transfer the funds. In such a case, the funds must be credited by 4:00 p.m. on the second Business Day from the original due date (maturity) of the Payment Order. If this does not happen, the Payment Order shall expire without further notice.

In the event of failure to execute a Payment Transaction pursuant to Article 14.5. c), Citfin shall proceed in accordance with the AML Act and Citfin's internal regulations.

15. Execution of Incoming Payment Transactions

15.1 Citfin, at the Client's request, processes Incoming Payment Transactions to the CPA in accordance with a Client's written notification, provided all Technical Information requirements are met.

15.2 The Client must send Citfin a scanned notification (form available at www.citfin.cz) sufficiently in advance via email (as an attachment) to platby@citfin.cz before the expected receipt date.

15.3 Identified incoming transactions are credited to the CPA no later than the next Business Day of their being credited to the Dedicated Account.

15.4 If Citfin incurs any fees or charges related to Payment Transactions - incoming/outgoing payments (e.g., correspondent bank fees), the Client must reimburse such costs to Citfin. Fees from Correspondent Banks, fees for identification of an Incoming Payment Transaction, etc. classify as all other fees. These are payable unless the Client proves Citfin violated legal duties or failed to exercise due care.

16. Internet Banking, Phonebanking and API Services

16.1 **Internet Banking**

The Client and Citfin can communicate back and forth electronically using the internet (online) banking service. Citfin's internet banking allows Clients to

a)   check CPA balances;

b)   execute payment transactions; and

c)   conclude Spot Trades.

Details on use of internet banking can be found in the

Technical Information.

16.2 **Phonebanking**

Phonebanking is a phone service allowing the Client to

a)   check the CPA balance; and

b)   execute Payment Transactions.

Details on use of the Phonebanking service are provided in the Technical Information.

16.3 **Citfin API**

The Citfin API enables authorised third-party providers (TPPs) to access the CPA via automated online interfaces which then give access to the data channel meant for connecting Citfin's system with TPP apps.

The Citfin API allows the Client to

a)   use Account Information Services (AIS);

b)   make balance inquiries;

c)   use indirect Payment (Order) Initiation Services (PIS).

Details about use of the Citfin API services can be found in the Technical Information.

16.4 **Client API**

The Client API service is a one-way interface for processing Payment Transactions and which provides real-time updates on all movements on the CPA carried out by the Client via Citfin.
It is read-only and sends data from Citfin to the Client.

Details about use of the Client API services can be found in the Technical Information.

17. Offsets

17.1 If both Citfin and the Client have mutual monetary claims—whether denominated in the same or different currencies—Citfin may unilaterally offset its receivables against those of the Client, to the extent they mutually void (cover) each other. If claims are in different currencies, the conversion shall be made using the CNB exchange rate valid on the date the claims become eligible for offset.

Any remaining balance after offset must be paid by the Client on the same Business Day the offset occurred.Citfin is entitled to set off any claim arising from or in connection with the Framework Agreement against the Client's obligation or claim to the balance on the CPA that Citfin administers for the Client.

The Client is not entitled to offset any claims against Citfin and must make all payments under the or in connection with the Framework Agreement in full, without any deductions, counterclaims, or legal actions with similar effect.

18. Complaints and Claims

If the Client demonstrates that Citfin executed a payment

transaction incorrectly or without the Client's authorisation and does not insist on the execution of the transaction, Citfin shall be liable and must credit the full amount back to the CPA from which funds were drawn, in accordance with the procedures set out in the Technical Information. Corrective settlement will be handled by the relevant institution.

18.1 The Client's rights (and Citfin's corresponding obligations) expire if the Client does not report the unauthorised or incorrectly executed transaction to Citfin without undue delay after becoming aware of it, and no later than 13 months after the debit date of funds from the CPA.

18.2 Client complaints and claims are handled in accordance with generally applicable laws and Citfin's Complaints Policy, which is available at www.citfin.cz.

18.3 While Citfin acts with due professional care when it comes to looking after the Client's due rights and interests, it is not liable for harm caused by external circumstances, including:

a) foreign exchange fluctuations;

b) system outages or unavailability of internet banking, APIs, phone lines, Phonebanking or the Dealing Desk, or other Client-Citfin communications channels or with any Third Party;

c) failure of any Third Party;

d) refusal or objective inability to settle a Client transaction, provided Citfin is obligated to deny settlement of such a trade for regulatory or legal reasons as can be proven in the GTC and applicable, valid laws;

e) harm arising from forged or altered documents provided by the Client;

f) the Client's delay or failure to cooperate or violation of its contractual or legal obligations;

g) loss or misuse of Authorisation Devices, internet banking, Client API services or Phonebanking;

h) actions taken by the Client's authorised representative;

i) lawful action under AMLA;

j) any circumstances listed in Article 11.7.

If any of the above circumstances arise, Citfin will take all reasonable measures to mitigate adverse effects for the Client that can be fairly expected and in an adequate scope, but Citfin shall not be held liable for such external harm.

19. European Market Infrastructure Regulation (EMIR) Obligations

19.1 Citfin may require the Client to fulfil obligations arising under EMIR. If Citfin suffers damage due to the Client's breach of EMIR duties, the Client must compensate such

damage.

19.2 For portfolio reconciliation (for unsettled Forward Trades) under Article 11(1)(b) of EMIR and Regulation (EU) No 149/2013, Citfin will provide, via a durable medium:

a) data on unsettled Forward Trades, including MTM values in accordance with EMIR requirements;

b) the scheduled reconciliation date for unsettled Forward Trades, based on the applicable frequency requirement for execution of such reconciliation of unsettled Forward Trades with respect to the given Client.

If the Client does not report any discrepancies within 5 Business Days after receiving the reconciliation statement for unsettled Forward Trades per Article 19.2 b), the data shall be deemed confirmed.

Should the Client discover discrepancies in unsettled Forward Trades or their value, these must be reported without delay. Dispute resolution procedures under Article 19.3 shall apply.

19.3 Citfin and the Client have agreed on the following procedures for detection and resolution of disputes related to Forward Trades:

a) Either party (Citfin or the Client) may initiate a dispute by written notice to the other party via a durable medium.

b) No later than the day following the day on which the other party receives notification of the dispute, Citfin and the Client shall discuss the resolution of said problem in good faith and without delay, including, among other things, the exchange of relevant information and, with the help of a procedure agreed upon by both parties, determine the method for resolving said problem and apply this method to resolve the problem;

For non-value disputes (e.g., those related to other data on unsettled Forward Trades as opposed to value assessments), Citfin's Complaints Policy and internal procedures for resolving disputes apply.

19.4 Citfin and the Client must report each Forward Trade (any changes thereto or its termination) to a registered or recognised trade repository per Article 9 of the EMIR.

By default, Citfin reports the trade on the Client's behalf to the commercial data register in compliance with Article 55 of the EMIR or those recognised in compliance with Article 77. If the Client elects to report independently (on its own) on EMIR-related obligations, it must notify Citfin in advance to avoid duplication in reporting data on Forward Trades agreed between the Client and Citfin.

If a repository requires Client consent for delegated reporting, the Client must provide such consent. Otherwise, the Client must report the trade itself. If the Client does not give said consent, they are obligated to fulfil

EMIR reporting obligations themselves.

Both parties, Citfin and the Client, shall cooperate to the degree necessary to fulfil reporting obligations per Article 9 of the EMIR. A basic requirement for cooperation between the Client and Citfin is the exchange of information on their temporary or permanent Legal Entity Identifiers (LEIs). The Client must maintain a valid LEI throughout the duration of the Forward Trade.

20. Procedures for Termination of the Framework Agreement

20.1 Either party, the Client or Citfin, may terminate the Framework Agreement by giving written notice. The notice period is as follows: one month for the Client and it begins on the day after delivery of notice of termination to Citfin; two months for Citfin and it begins on the day after delivery to the Client. Client notices must be delivered in one of the following ways: by posted letter a with notarised signature sent to Citfin's postal address; by and Authorised Person via internet banking; or via data box.

Citfin's notices are sent by registered post to the Client's postal address; or via data box.

20.2 Notice sent by Citfin is deemed delivered, provided an earlier delivery data is not proven: on the 3rd Business Day after posting (via domestic postal services); on the 15th Business Day (for notices sent internationally – from abroad); or 10 days after delivery by Citfin to the Client's data box (if unread by the Client).

20.3 Before termination becomes effective, the Client must ensure all Exchange Trades are settled and all debt obligations are fulfilled. Citfin may refuse to execute trades maturing on or after the termination date.

If any Exchange Trades remain unsettled at the time of termination, Citfin may act according to Article 11.6.

Prior to the expiration of the termination period, the Client is obligated to return all entrusted objects to Citfin, i.e., mainly the Token. If the Client fails to return Citfin's property, Citfin may charge a fee per the Fee Schedule which the Client is obligated to pay.

20.4 The Client must specify how remaining CPA balances should be handled. If Citfin gives notice, the Client must respond with this information upon request and without undue delay.

20.5 A written confirmation of CPA closure will be sent to the Client's postal address. Remaining funds on the CPA will be handled per the rules and in compliance with the Technical Information.

21. Termination for Cause (withdrawal from the Framework Agreement)

21.1 Either party may withdraw from the Framework Agreement with immediate effect by sending written notice to the other party if there is a material breach of the Framework

Agreement or the GTC or for reasons set out in Articles 21.2 and 21.3. Withdrawal from the Framework Agreement must be done in the forms and means for Withdrawal from the Framework Agreement per Articles 20.1 and 20.2 of these GTC.

21.2 Citfin may terminate the Framework Agreement immediately by sending written notice to the Client if:

a) the Client refuses changes to the Agreement or GTC;

b) mutual trust has been compromised due to the Client's unwillingness to provide the cooperation necessary for standard delivery of Services or if the Client acts in relation to Citfin and its employees in ways that are clearly disrespectful;

c) the Client's financial condition deteriorates materially or if Citfin discovers other fundamental circumstances that seriously threaten the Client's ability to duly meet its obligations to Citfin, especially if bankruptcy proceeds have been initiated or are in progress;

d) the CPA shows a negative balance;

e) the Client gives Citfin conflicting instructions;

f) the Client's conduct causes reputational or financial harm to Citfin or could lead to other damages;

g) the Client fails to provide information for identification or checks (controls), information on the source or origin of funds, the purpose of Payment Transactions or for other reasons deriving from Citfin's procedures in relation to AML laws;

h) the Client breaches Forward Trade obligations.

21.3 Termination of the Framework Agreement, in written form, may also occur due to unresolved material breaches arising from the Agreement not remedied within 30 days of delivery of written notice.

21.4 Termination becomes effective on the date of delivery to the other party unless a later date is specified in the termination notice.

21.5 Citfin's notice is deemed delivered on the 3rd Business Day (via domestic postal services in the Czech Republic), the 15th Business Day (for withdrawal from the Framework Agreement sent from abroad - international), provided an earlier delivery date is not proven; or after 10 days in the data box.

21.6 The Client must specify how to handle remaining funds on CPA(s). In the case of with withdraw from the Framework Agreement with Citfin, the Client is obligated to provide Citfin this information upon request and without undue delay. Provisions in Article 20.5 applies accordingly.

22. Termination of the Framework Agreement by Mutual Consent

22.1 A request to terminate the Framework Agreement by mutual

consent must follow the same procedure as for termination by notice under Articles 20.1 and 20.2 of these GTC.

22.2 When submitting a termination request, i.e., a proposal to terminate the Framework Agreement, the Client may use Citfin's model agreement form, which Citfin can provide the Client upon request. This document includes the proposed termination date, CPA closure instructions, and a payment order for handling the remaining balance on the CPA.

22.3 Termination by mutual agreement may take effect no sooner than three Business Days, and no later than 90 calendar days, after Citfin receives the Client's request.

22.4 Citfin confirms acceptance of termination of the Framework Agreement by sending the signed agreement on termination to the Client's postal address or to the Client's data box. The Framework Agreement is terminated on the date shown in the agreement. The Client is also sent confirmation of CPA closure; also sent to the Client's postal address or its data box. If the Client fails to instruct Citfin on how to handle the remaining balance prior to the date on which the CPA is closed, Citfin then proceeds in accordance with the rules in the Technical Information document.

23. Final Provisions

23.1 In accordance with the provisions in the Framework Agreement, Citfin can make changes to Contract Documentation show below in the following ways:

Document	Possible Changes and Means of Notification	Date Effective	Client Right to Terminate Framework Agreement
Framework Agreement and its Annexes	By written amendment agreed between the Client and Citfin or a procedure under the Agreement	As agreed in the amendment or per the date effective (of entry into force) in the Framework Agreement	As stated in the amendment
GTC, Fee Schedule, Complaints Policy	Unilaterally, via notice in internet banking	Two months after notice	If rejected by Client per provisions in the Framework Agreement, termination takes effect upon delivery of written notice to Citfin
GTC and Fee Schedule (if due to law or in Client's favour) Technical Information, Complaint Policy, Product Sheets	Unilateral notice in internet banking	Immediately (date which is shown in the change notice)	See 21.2(a)

23.2 Citfin may use third parties to fulfil its obligations under the Framework Agreement and GTC.

23.3 Client Security Obligations for Digital Communication. The Client must:

a) take all measures possible to protect all electronic communication, communication systems and security devices (passwords, codes, tokens, registered cell/mobile numbers/emails);

b) immediately report loss or misuse of credentials or devices of any abuse of the Authorisation Device or access password to Citfin. Citfin will then immediately block the given Authorisation Device or access password. Blocking may be done for a temporary period or indefinitely. Blocking can be done at the Client's request;

c) notify Citfin immediately of any changes to Authorised Persons, registered mobile numbers, or registered email addresses using the change notification as specified by Citfin.

The Client is fully responsible for all actions performed in its name and on its account using the registered security tools (the Authorisation Device and access passwords) until access is blocked. Citfin blocks access without undue delay upon delivery of a request to do so per items b) and c) above, and at the latest on the next Business Day following delivery of the request.

Electronic communication using internet (online) banking represents a support resource for communication between the Client and Citfin.

23.4 The Client must review every message delivered to them by Citfin via internet banking without undue delay.

23.5 **Confidentiality**

The parties, Citfin and the Client, agree not to disclose confidential information to third parties for any purpose, nor to use said information, unless:

a) done with prior written consent of the other party;

b) required by law (e.g., the AMLA, EMIR, ITAA (ZMSSD));

c) to their advisors (representatives, legal representatives, accountants, expert advisors) or group members;

d) in legal proceedings and such information is essential for court procedures; or

e) expressly allowed under the GTC or Framework Agreement.

For the purposes of this provision, confidential information means any non-public information exchanged in connection with the business relationship between the Client and Citfin. This also includes information the parties exchange between themselves and their relevant advisors as concerns this contractual relationship. Public or lawfully

disclosed information, or information provided to one of the parties by a third party that is authorised to provide such information, is not considered confidential.

The Client may not assign rights or claims against Citfin without Citfin's consent. Citfin may assign its rights or claims arising from the Framework Agreement and GTC to a third party without Client consent.

23.6 Citfin, when fulfilling the Framework Agreement, must identify the Client and any Authorised Persons. The Client bears in mind that this includes, for purposes of identifying the Client and Authorised Persons, obtaining and retaining copies of submitted documents (e.g., ID cards, corporate register extracts/statements) as required by AMLA. Citfin always carries out identification in compliance with legal norms and in the scope that those norms stipulate.

If the Client (or an Authorised Person) refuses to provide identification or documentation in the scope necessary, Citfin may refuse to deliver impact contractual provisions or some Services. Citfin always has the right to refuse provision of Services while maintaining the Client's anonymity. Citfin can, at any time during the contractual relationship with the Client, request submission of documents or information from the Client; namely, proof of origin of monetary funds. This also applies for demonstrating the nature of intended Payment Transactions.

23.7 Citfin may refuse or delay execution of Client Payment Order, regardless of the currency, that would violate: Czech law, he laws of intermediary banks, Citfin's internal rules or sanctions policies as facilitating bank.

For reasons listed in the previous sentence, Citfin is also authorised not to accept Payments to the Client. The Client bears in mind (understands) that for the abovementioned reasons monetary funds can be returned or held by the facilitating bank. This provision relates mainly to outgoing and incoming payments where the Recipient (Beneficiary) or the Sender is a person with an address in a high-risk country and/or the Recipient's bank or that of the Sender Institution is owned by a subject in one of those countries. The current list of high-risk countries can be found here: www.citfin.cz.

Citfin complies with its obligations under the Act on International Cooperation with Regard to Tax Administration (AICRTA - ZMSSD), including FATCA/CRS (tax residence and obligation to inform) disclosures.

23.8 Both parties, Citfin and the Client, must notify each other without delay of any event that may affect the settlement of an Currency Trade; this is to be done immediately by phone and with a subsequent confirmation sent by email. The Client must also notify Citfin of any change that may impact their ability to perform obligations properly and on time.

23.9 Citfin may also reject documents if their authenticity, completeness or accuracy is in doubt and where it deems the documents essential for the proper delivery of

requested Services and, in such cases, is authorised to ask the Client to provide further information and documents it deems essential for proof of authenticity, completeness or accuracy for said information or documents. Citfin may also request the Client's notarised signature on certain documents and the Client is obligated to fulfil such a request.

23.10 Communication with the Client related to investment services is recorded. These records of communication with Citfin are stored for at least five years. The CNB, in justified cases, may extend this timeframe to seven years. Citfin will provide the Client copies of communication records related to their person upon request.

23.11 **Protection of Client Assets**

Citfin keeps Clients' funds, including collateral, in Dedicated (Separate) Accounts with financial institutions in the EEA, separate from its own funds. The current list of Dedicated Accounts and financial institutions where Client funds are deposited in a given currency is available on Citfin's website. Citfin distinguishes at all times between assets held for one Client and assets held for other Clients and keeps records of which third-party accounts individual Client assets are held in. The Client is informed of any changes to the list of Citfin's Dedicated Accounts via a message in the internet banking system.

Citfin has effective rules and organisational measures in place to minimise the risk of loss or impairment of the Client's assets, or rights associated with such assets, as a result of misuse of the Client's assets, fraud, mismanagement, inadequate record keeping or negligence.

Citfin takes the following measures to ensure maximum protection of its Clients' assets:

a) regular checks of the accounting of Exchange Transactions;

b) reconciliation (confirmation of compliance) based on documents provided by third parties;

c) reconciliation based on an assessment of the Client's instructions with the internal records of each Client's funds.

Claims related to the deposit of funds with financial institutions in the Claims category under the special regime pursuant to Section 41f of the Banking Act shall be asserted by the Client against the relevant institution maintaining the account, and in the event of its failure, the Client may not turn to Citfin, as this is a claim arising from the Client's funds in an account under the special regime, (i.e., where the funds of several persons are recorded in one account) representing a claim from a deposit under a special regime. In the event of the failure of such an institution, the Client is not entitled to demand the release of funds from Citfin. Citfin will, however, provide the Client with necessary cooperation.

23.12 **Conflicts of Interest**

With an aim to avoid conflicts of interest to the highest degree possible, Citfin has set up a multi-level organisational structure with an adequate division of responsibilities. It has also implemented further organisational measures.

If a conflict cannot be prevented using the aforementioned mechanisms, Citfin will notify the Client of the nature and source of the given conflict of interest. In a case where an unavoidable conflict between the Client's interests and those of Citfin arises, Citfin will also give preference to the Client's interests over its own. Provided an unavoidable conflict of interest arises between Citfin clients, Citfin will see to the proper treatment of all Clients. At the Client's request, Citfin will provide further information on the resolution of any such conflict of interest.

24. Definitions

Act on International Cooperation in Tax Administration (ZMSSD) means Act No. 164/2013 Coll., on International Cooperation in Tax Administration, as amended.

Alternative verification means verifying the Client by means of a series of additional questions to which only the Client or Authorised Person can know the answer.

AMLA refers to Act No. 253/2008 Coll., on certain measures against the legalisation of proceeds from crime and terrorist financing, as amended.

An **Authorised Person** is a natural person Authorised to act on behalf of the Client on the basis of legal representation or power of attorney in accordance with the scope specified in Annex No. 1 to the Framework Agreement. The power of attorney shall be evidenced by a written power of attorney for the given legal act with officially certified signatures of the members (or member) of the statutory body.

Bank accounts for the settlement of Exchange Transactions refer to the Client's accounts selected by the Client in the Framework Agreement for the settlement of Exchange Transactions. A list of these Client bank accounts held with financial institutions is provided in the Framework Agreement. Citfin is entitled to request confirmation proving the accuracy of the Client's statement of account ownership.

Banking Act (ZOB) means Act No. 21/1992 Coll., on Banks, as amended.

A **Business Day** is a day on which Citfin performs exchange transactions and payment transactions. An overview of Business Days is published on Citfin's website.

Capital Markets Act (CMA/ZPKT) refers to Act No. 256/2004 Coll., on Capital Market Undertakings, as amended.

Citfin API means a tool enabling the Client to use selected Third Party Services based on the Client's Authorised instruction.

The **Citfin API** service allows the Client to authorize a Third Party to instruct Citfin to perform the following Third Party services: Indirect Payment Order service, CPA notification service, and CPA balance inquiry service.

Citfin SD refers to Citfin, savings cooperative, ID No.: 257 83 301, with its registered office at Bucharova 1423/6b, Prague 13, registered in the Commercial Register maintained by the Municipal Court in Prague under file No. Dr 4607.

Civil Code (CC/OZ) means Act No. 89/2012 Coll., the Civil Code, as amended.

Client means any person who has concluded a Framework Agreement with Citfin. The Client is also understood to mean the Authorised Person, as appropriate.

The **Client API** is an application interface for processing Payment Transactions and providing information on all movements on the CPA made by the Client through Citfin. It is a one-way flow of information to the Client.

The **Client API** service allows the Client to access information about movements on the CPA made by the Client through Citfin. The services have the meaning specified in the Framework Agreement.

CNB means the Czech National Bank, as the supervisory authority for Citfin's activities in the area of investment and payment services. The Czech National Bank is located at Na Příkopě 28, Prague 1, 110 00.

Collateral value means the collateral value that Citfin is entitled to demand from the Client as both the initial collateral value and the additional collateral value.

Confirmation means written confirmation of a Foreign Exchange Transaction that has been negotiated through the Dealing Department or Internet Banking.

Correspondent bank means a credit institution through which Citfin provides payment services outside its jurisdiction.

A **Countertrade** means a trade with the same parameters as the trade to which it relates, but in the opposite direction. By concluding a Countertrade, the position opened by the trade is closed.

A **CPA** is an internally maintained account of the Client with his Client Assets, which Citfin maintains in agreed currencies for the Client in its records separately from the records of its financial instruments and funds, as well as separately from the financial instruments and funds of other Clients. The Client Collective Account is a cash account of Citfin on which the funds of the Client or multiple Clients are held, which serves as a bank connection between the Client and Citfin for the purpose of providing Investment Services and is maintained separately for this purpose at a banking institution.

Current market value of an open forward transaction is determined by the company using the mark-to-market (MTM) method and expresses the value at which the forward transaction is traded on the market at a given moment.

Currency contract means a currency derivative negotiated with the aim of achieving certainty regarding the amount of payments, which is considered a means of payment.

Derivative contract means a contract whose subject matter is a financial instrument specified in Section C, points 4 to 10 of Annex I to Directive 2014/65/EU. In Citfin's terms and conditions, a derivative contract means a contract on the basis of which a forward transaction is agreed.

A **Designated (Separate) Account** is Citfin's current account for executing Payment Transactions/Exchange Transactions between the Client and Citfin.

EEA means the European Economic Area, which includes all Member States of the European Union and Norway, Iceland, and Liechtenstein.

EMIR means Regulation (EU) No 648/2012 of the European Parliament and of the Council on OTC derivatives, central counterparties and trade repositories, as amended, which applies to participants in Derivative Contracts. The regulations relating to EMIR can be accessed at www.citfin.cz.

The **Exchange Volume** means the type and amount of currency to be exchanged within the Exchange Transaction.

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 Client funds deposited (held) in the CPA or claims for the payment of funds deposited (held) in this CPA, both when concluding a Forward Transaction and the Initial Collateral Value and the Margin Call Value. The Client is informed about the deposit and amount of Financial Collateral in accordance with these GTC.

Financial Collateral Act (ZFZ) means Act No. 408/2010 Coll., on Financial Collateral, as amended.

Foreign currency means non-cash funds in a currency other than the Client's domestic currency.

A **Foreign Exchange Transaction** is understood to mean a forward transaction and a spot transaction, including a currency contract.

A **Forward** is understood to be the purchase or sale of a Foreign Currency at a fixed agreed rate, with the Forward Transaction being settled on the agreed date.

Forward points express the difference between the spot rate and the forward rate.

A **Forward Transaction** is a contractual relationship in which the contracting parties undertake to purchase, sell, or otherwise transfer the subject of the transaction (e.g., currency, securities, commodities) on a predetermined date and under predetermined conditions. For the purposes of these GTC, these are forwards, swaps, options, or other transactions designated as such in the confirmation.

A **Framework Agreement** is an agreement between the Client and Citfin that regulates the terms and conditions for the provision of individual Services.

GTC – the currently valid version of these General Terms and Conditions of Citfin, which govern the contractual relationship between the Client and Citfin for all products provided that the Client has agreed upon. The General Terms and Conditions are an integral part of the Framework Agreement.

IBAN is an internationally standardised form of account number that was created in cooperation with the European Committee for Banking Standards (and which allows for the unambiguous identification of the account, country, and credit institution of the payment recipient in the case of cross-border transfers.

An **Incoming Payment Transaction** is a Payment Transaction in which funds are credited to the Client's CPA, which is the Recipient in relation to such Payment Transaction.

The **Indirect Payment Order Service** is a service consisting of the issuance of a payment order to transfer funds from the CPA on behalf of the Client (Payer) by a Third Party within the Citfin API tool.

The **Initial Collateral Value** means the collateral value, the initial amount of which is determined by Citfin individually when negotiating each Forward Transaction, taking into account the type of Forward Transaction (whether it is a Forward, Swap, Option, or other Forward Transaction), the currency pair, and its maturity.

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

An **Open Forward Trade** is a duly negotiated and as yet unsettled forward trade between the Client and Citfin.

An **Option** is a collective term for forward transactions between the Client and Citfin, the essence of which is the right of one of the contracting parties to exchange a predetermined amount of one currency for another currency at a predetermined exchange rate on a predetermined date or within a predetermined period in the future. In such a case, the other contracting party has a corresponding obligation. The validity of this right may be subject to additional conditions.

An **Order** means an instruction to negotiate a spot trade, which is automatically negotiated when a pre-agreed

exchange rate is reached or is as close as possible to it if it cannot be equal to it due to market conditions.

An **Outgoing Payment Transaction** is a payment transaction in which funds are debited from the Client's payment account, with the Client acting as the payer in relation to such payment transaction.

The **Payer** is the user from whose CPA funds are to be debited on the basis of a Payment Order to execute a Payment Transaction or who makes funds available to execute a Payment Transaction.

The **Payment Account Information Service** is a service consisting of the provision of information about the CPA by a third party within the Citfin API tool.

A **Payment Order** is an instruction to the provider by which the payer or payee requests the execution of a payment transaction.

Payment Systems/Services Act (ZPS) refers to Act No. 370/2017 Coll., on Payment Systems/Services, as amended.

A **Payment Transaction** means the transfer and receipt of the client's funds in domestic or foreign currency from/to other bank accounts.

A **Permanent Data Carrier** means any tool that allows information to be stored and retained in a manner suitable for future use, for a period appropriate to its purpose, and which allows the stored information to be reproduced unchanged. Citfin considers, and the Client acknowledges, that a permanent data carrier is primarily a message storage facility in internet banking, the email address specified by the Client in the contractual documentation or documents in paper form, as well as any other forms and types of media and communication techniques that are considered permanent data carriers (information carriers) by law or case law.

Phonebanking is a service that allows the Client to check their CPA balance and submit Payment Orders by telephone.

The **Price List** means Citfin's current Price List, which sets out, in particular, the fees for the payment services provided on the basis of partial agreements concluded between the Client and Citfin.

The **Recipient** (Beneficiary) is understood to be the user to whose CPA funds are to be credited on the basis of a Payment Order or to whom funds are to be made available on the basis of a Payment Order.

A **Registered Email Address** is the Client's email address used to send login details for activating/renewing the PIN for internet banking. A registered email address can only be linked to one email address and may not be used by more than one person.

Replenishment value of collateral means the value of collateral replenished by the Client at the request of Citfin

pursuant to Article 11.5. a).

RTS means Commission Delegated Regulation (EU) 2018/2019 supplementing Directive (EU) 2015/2366 of the European Parliament and of the Council with regard to regulatory technical standards for strong customer authentication and common and secure open standards of communication.

Secured Debts have the meaning specified in the Framework Agreement.

The **Spot Rate** is the exchange rate valid at the time the exchange transaction is agreed.

A **Spot Transaction** is the purchase or sale of a foreign currency at the current fixed spot rate.

A **Swap** is the sale or purchase of one currency for another currency with its subsequent repurchase or sale after a certain period of time at a pre-agreed rate. A swap is used in a situation where I need to replace liquidity in one currency with liquidity in another currency for a certain period of time without incurring currency risk. A swap can also be used to extend or shorten the maturity of a liability by allowing it to be refinanced in another currency.

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

Third Party – a payment service provider other than Citfin, namely a provider of Payment Account Information Services and/or Indirect Payment Order Services.

A **Token** is an electronic security key in the Authorised Person's device used to secure access to the CPA when calling internet banking, Client API, Citfin API, and as proof that the Authorised Person can access the CPA.

Total current market value means the sum of all Current Market Values of the Client's Open Forward Transactions.

Total current value of collateral is the sum of all funds deposited by the Client in the CPA and blocked in favour of Citfin. The total current value is calculated as the sum of all Initial Collateral Values and Additional Collateral Values, from which all negative balances on the Client's CPA and any other claims of Citfin against the Client are deducted, in Czech crowns according to the current market exchange rate.

Treasury Limit means the amount in Czech crowns up to which Citfin may, at its discretion, not require the Client to deposit the Initial Collateral Value or, as the case may be, the Additional Collateral Value. There is no legal entitlement to the allocation of a Treasury Limit; its amount is determined by Citfin based on the Client's creditworthiness and other factors of the Client's overall assessment, including any additional collateral. The set Treasury Limit may be unilaterally revoked by the Company at any time, in which case the Company will subsequently require the provision of Financial Collateral.

The **Verification Code** is a numerical code delivered in an SMS sent to the mobile phone number specified in Appendix No. 1 to the Framework Agreement or a token code generated by a token device. It is a one-time code that cannot be used repeatedly and has a limited validity period.

Verification Device means a registered mobile number or Token device. The registered mobile number or Token device registration number is specified in Appendix No. 1 to the Framework Agreement.

24.1   If, during the course of the contractual relationship, there is a change in the Client's details or other information contained in the Framework Agreement, the Client shall notify Citfin of such changes without delay. Changes to identification and contact details, Bank Accounts for the settlement of Exchange Transactions, Authorised Persons, registered telephone number, and registered email address shall be notified using the change notification form or the Client onboarding web interface. The Client shall notify changes to other data and declarations in the format required by the change in question. Notifications of changes must be signed by Authorised Persons and delivered to Citfin.

24.2   The Framework Agreement is governed by the statutes of the Czech Republic. All disputes between contracting parties arising from the Framework Agreement or related thereto will first be resolved, if possible, by amicable agreement. If a party is not satisfied with the resolution of a complaint or return related to Services, the Client is authorised to file a complaint with the Czech National Bank. If an amicable resolution cannot be achieved, resolution of eventual disputes will go before the civil courts of the Czech Republic. The Contracting Parties have agreed that in the case a dispute between the Client as a business and Citfin, the local relevant court will be that holding jurisdiction based on the address of Citfin's registered offices (headquarters).

24.3   An integral part of these GTC is

Annex No. 1 – the Fee Schedule for Citfin – Finanční trhy,

a.s. 24.4 These GTC are valid as of December 01, 2025.

Change Notification Forms

1. Client Identification and Communication Channels:

Client:	
Headquartered at:	
Org. ID No.:	
Tax ID No.:	
Tax Residence:	
VAT Payer:	Yes / No
Tax ID Number (US / TIN):	
Main activities:	
Countries where you have branches and or country of the parent company:	
Postal address:	
Phone:	
Email:	
www:	
LEI number:	

2. Bank Accounts for Settling Client Exchange Transactions:

Account currency	Account number:	IBAN:	Bank country (location):	Bank name:

3. Online Exchange:

YES x NO

4. Statutory Representatives and Persons Authorised to Act on the Client's Behalf (Authorised Persons):

Person:

Name and Surname:	
Person's Function/Role:	
Permanent Address:	
Civil ID No.:	
Date of Birth:	
Gender:	
Registered Email:	

Authorised Persons and Agreement:

Person Signing the Framework Agreement	Yes / No
Right to Conclude Exchange Transactions via the Dealing Desk	Yes / No

Citfin

Authorised for Electronic Communications	Active / Passive / Active with Dual-Sign Authentication
Reg. Cell/Mobile Number:	

5. Inactive Statutory Bodies without Authorizations:

Name and Surname:			
Permanent Address:			
Civil ID Number:			
Date of Birth:			
Gender:			
Nationality:		City and Country of Birth:	
Politically Exposed Person:		Bearer of Residency Permit for the USA / Green Card	
Country of Tax Residence:		Other Countries Resided In:	
All Tax Residences:			

6. Information on Beneficial Owners

Name and Surname:			
Permanent Residence:			
Civil ID Number:			
Date of Birth:			
Gender:			
Nationality:		City and Country of Birth:	
Politically Exposed Person:		Bearer of Residency Permit for the USA / Green Card	
Country of Tax Residence:		Other Countries Resided In:	
All Tax Residences:			

In _____, dated _____

_____

Client
Authorised Person