

Annex No. 2 of to the Framework Agreement

General Business Terms and Conditions

1. Introductory Provisions

1.1 Citfin – Finanční trhy, a.s., Company ID: No. 250-79 069250 79 069, ~~with having~~ its registered office/offices (headquarters) at ~~Radlická 751/113e, Jinonice Bucharova 1423/6b, 458-00158 00 Prague 5, registered Prague 13, and listed~~ in the Commercial Register ~~of maintained by~~ the Municipal Court in Prague, ~~file no. Section B, Entry 4313 ("hereinafter "Citfin")~~, is a corporation, and entitled to provide the following services on the basis of a licence to ~~operate joint-stock company authorised (i) as a securities dealer pursuant to under the Act on Czech Capital Market Undertakings Markets Act (Act No. 256/2004 Coll., as amended – "CMA") and a licence to operate (ii) as a payment institution pursuant to under the Czech Payment Institution Act – Services Act (Act No. 370/2017 Coll., as amended – "PSA") to provide the following services:~~

- a) execution of ~~Currency Exchange Transactions~~ exchange transactions, i.e., the purchase or sale of foreign currency ~~against domestic for the Czech~~ currency, ~~purchase or sale the exchange of one~~ foreign currency ~~against other foreign currency for another;~~
 - b) ~~execution of payment transactions;~~
 - b) c) establishment of a Client Payment Account ("CPA") ~~for the~~ execution of ~~Payment Transactions~~ payment transactions;
 - d) ~~provision of internet banking services;~~
 - e) e) ~~provision of BankServis~~ phonebanking services;
 - d) ~~provision of Phonebanking;~~
 - e) f) ~~provision of the Client API Service for service linked to the Client Payment Account CPA;~~
 - f) g) ~~provision of the Citfin API Service service~~
- ("hereinafter collectively referred to as the "Services").

1.2 ~~Citfin's activities in the area of Supervision of Citfin's investment and payment services are supervised is carried out by the Czech National Bank, with its registered office/headquartered at Na Příkopě 28, 440 00110 00 Prague 1: Prague~~

1.3 Contractual Documentation

Citfin provides Services to Clients ~~based on the basis of~~ their registration. Registration ~~is done takes place online through via the Client's web-based onboarding web-interface by, where the Client providing provides all required information and documents required herein. The Client expresses its with intention to become a party to enter into the Framework Agreement by pressing clicking the "Sign" button within the during registration process.~~

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

1.5 The terms ~~and conditions~~ of cooperation and the ~~manner means of provision of individual delivering Services by Citfin to Clients are set out in governed by the Framework Agreement, the questionnaire (including any amendments), the Investment Questionnaire ("Questionnaire"), the General Business Terms ("GBT" and Conditions ("GTC") and their annexes, i.e., (namely, the schedule of fees ("Rate Fee Schedule"), the Complaints Procedure ("Complaints Procedure"), the Policy, technical information on technical requirements for the administration of payment transactions, the use of BankServis Citfin internet banking and Phonebanking phonebanking, and the use of the Client API Service and Citfin API Services services ("Technical Information") as well as in the product sheet for payment services and Spot transactions/trades and the product sheet for Futures (""), and the Product Sheets") for Payment Services and Spot Trades and for Forward Trades (collectively, the "Contractual Documentation").~~

1.6 Citfin provides ~~the~~ information ~~pursuant to the provisions of Section required under Sections 132 et seq. of the Payment Systems Act PSA and Section Sections 15d et seq. of the Capital Market Undertakings Act CMA through GBT these GTC and the Product Sheets.~~

1.7 Cooperation

1.8 Citfin and the Client ~~have agreed agree to cooperate with each other to the extent needed provide mutual assistance necessary for the provision of the Services. Citfin and the Client shall act in good faith in the performance of In performing their mutual respective obligations under the Contractual Documentation, they shall act fairly. Citfin shall act competently, fairly, and in the best interests interest of the Client.~~

2. Information on the provision of the How Services Are Provided by Citfin

2.1 ~~Within the framework of the provision of the providing Services, the Client communicates with the Company Citfin via the BankServis application, via Citfin internet (online) banking service, the Phonebanking, and/ service or via Citfin the company's Dealing Department, to Desk. It does so in the following extent scope:~~

- a) ~~The Client can inquire about the balance on the Client~~

~~Payment Account and to execute Payment Transactions through the BankServis application;~~

- a) ~~The Client can arrange~~Internet banking – for balance inquiry for the CPA and execution of payment transactions;
- b) ~~Internet banking – for executing~~ Spot Trades through the BankServis application;
- c) ~~the Client can remotely log in to the Client Payment Account via Citfin's Phonebanking in order to perform the activities referred to in points a);~~
- c) ~~Phonebanking – for remote login to the CPA for the above actions;~~
- d) ~~The Client can arrange Exchange Transactions through the Dealing DepartmentDesk – for executing foreign exchange trades.~~

3. Information on ~~accounts~~Accounts and Payment Transactions

~~3.1 Simultaneously with the conclusion of~~Upon signing the Framework Agreement, Citfin ~~shall set up a Client Payment Account for the Client in accordance with the Client's requirements in~~establishes one of the or more Client Payment Accounts (CPAs) for the Client: at the Client's request and in currencies offered by Citfin.

Citfin ~~shall provide~~provides statements from the Client ~~Payment Account~~CPAs containing an overview of all Payment Transactions, the amount of ~~Advances~~Collateral Value, the balance of funds held in the ~~Client Payment Account~~CPA(s), and the~~Exchange Trades executed~~ Exchange Transactions negotiated and/or settled in ~~at~~the given calendar month, including a quantification of the amount of the Client's receivable amount from Citfin or Citfin's receivable amount from the Client through BankServis, unless agreed otherwise.

~~3.2 Citfin sends. These statements to the Client once a month. The Client may also obtain the information contained 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 within is also accessible via the agreed Client API service. The Client is obligedobligated to notify Citfin without undue delay of any discrepancies detected from the statement obtainedidentified in statements accessed via the BankServis applicationinternet banking or via the Client API.~~

~~3.4 When communicatingIn all communications with Citfin, the Client shallmust use anits identification number, which is his/her/its (their Company ID/Birth Number, number/Civil ID number). This number is~~

~~always used to identify~~for identifying the Client, especially when ~~depositing payment funds are transferred to the Client Payment Account~~CPA, and also serves as ~~at~~the variable symbol on ~~the~~Payment OrderOrders.

~~3.5 Only the Client or ana duly~~ Authorised Person designated by the Client is authorised to ~~may~~ dispose of the funds in the ~~Client Payment Account~~CPA; this by submitting a Payment Order via ~~the BankServis orinternet banking. Phonebanking – application, or through the Citfin API Service.~~

~~3.6 Authority~~Right to Debit Funds

~~Citfin may~~ debit funds

Citfin is entitled to debit funds from the Client's ~~Payment Account~~Client's CPA without the Client's ~~order~~Client's instruction in the following cases:

- a) settlement of fees for ~~the~~Services ~~inunder~~ the ~~Rate~~Fee Schedule, or fees paid by Citfin in connection with Payment Transactions ~~orderedinitiated~~ by the Client;
- b) ~~non-reimbursementpayment of lossesa loss incurred by the Client from the execution of a Forward Trade;~~
- c) ~~performance of Citfin's legal obligations under foreclosure proceedings;~~
- d)b) settlement of ~~mutual receivables and debts in the event of the Client Payment Account's closingan~~ Exchange Trade by the Client;
- c) ~~execution of a corrective discharge of statutory obligations by Citfin in enforcement proceedings;~~
- d) ~~mutual settlement. The of claims and liabilities upon closing the CPA;~~
- e) corrective settlement ~~is executedin the event of an error. Corrective settlement is conducted in the currency of the erroneous settlementtransaction. If there has been an a currency exchange of fundsoccurred, Citfin is entitled tomay exchange the funds in which the erroneous settlement was made at the exchangeCNB rate of the CNB in forcevalid on the dateday of the erroneous settlementoriginal error;~~
- f) ~~in other cases stipulated by specified in the Framework Agreement, these GBGTGC, or by lawapplicable legal regulations.~~

~~3.7 If the claimreceivable is denominated in a currency other thandifferent from the Client's balance of fundsheld in the Client Payment Account~~Client's CPA, Citfin ~~is entitled tomay~~ exchange the ~~Client's~~Client's funds ~~at in order to settle the receivable. The following~~

exchange rate at Citfin's option; rates shall apply:

- a) the CNB "foreign exchange sell" rate announced by the CNB (exchange rate centre) in force valid on the date of execution 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);
- b) unless a specific exchange rate negotiated as part of the has been agreed within the relevant Exchange Trade.

4. Authentication and Authorisation Process Procedures

To ensure security of the Client's communication in communications with the Client, Citfin, Citfin has implemented applies the following authentication processes verification procedures:

- a) Authentication, where identification – Citfin verifies the Client's identity; of the Client;
- b) Authentication, where the Client's identity is verified by the – strong user/customer authentication pursuant to in line with the Payment Systems Act/PSA;
- c) Authorisation, where – the Client confirms the correctness/accuracy of the Payment Order or foreign exchange instruction to execute an Exchange Trade and agrees/gives consent to execute its execution or arrange it; and settlement;
- d) Substitute Authentication, where Citfin verifies the Client's identity in the event that the Authorisation/Alternative Verification – used when standard authentication cannot be done when communicating performed, particularly during communications with Citfin staff/personnel.

Further Detailed information on the Authentication, Authorisation, Authentication Code/how Verification Codes are obtained, and Substitute Authentication acquisition processes how Alternative Verification is available/performed is provided in the Technical Information.

Identity Check

4.1 Identity Check Verification

Verification is required when the Client calls Citfin by during telephone in connection with the contact between the Client and Citfin related to Services provided, i.e., in particular before, particularly:

- a) Arrangement of executing an Exchange Trade

through via the Dealing Department Desk;

- b) Information provision providing information about the Services provided/used by the Client by Citfin at the time the Client contacts Citfin.

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

4.3.2 Authentication

Authentication is required when the Client communicates with Citfin in order to in the following contexts:

- a) logging into the Bank Service application/internet banking to make execute Payment Transactions or Spot Trades;
- b) when Citfin staff provide the Client with information about the Client Payment Account by a Citfin employee/CPA;
- c) using the Phonebanking service;
- d) using the Citfin API Service;
- e) using the Client API Service.

4.3.3 Authorisation

Authorisation is required when the Client communicates with Citfin in order to:

- a) obtain an overview of payments in the Client Payment Account;
- b) arrange Exchange Transactions through the Dealing Department.

Types of Exchange Transactions

The Client may execute the following types of Exchange Transactions:

- a) Spot Trades, i.e., the purchase or sale of Foreign Currencies at a current fixed Spot Exchange Rate, with settlement of the Spot Trade occurring no later than two business days after the Spot Trade has been agreed upon;
- b) Orders, i.e., instructions to execute Exchange Transactions entered into as Spot Trades, which are automatically executed when a pre-agreed Exchange Rate value has been reached;
- c) Futures, such as Forwards, i.e., the purchase or sale of Foreign Currencies at a fixed rate, with settlement of the trade occurring at an agreed time (but not earlier than three days and not later than one year unless otherwise agreed); or Swaps, i.e., 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 to overcome a temporary liquidity shortage in one currency while simultaneously creating a liquidity surplus in another currency.

Entering Exchange Transactions

Citfin allows Clients to execute Exchange Trades in the following manner: contexts:

- a) ~~Spot~~ executing Payment Transactions from the CPA via phone contact with Citfin;
- a)b) entering into Exchange Trades through the BankServis application and through the Dealing Department;Desk.
- b) ~~Orders through the Dealing Department;~~

5. ~~Futures through 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:

- e)a) Spot Trades: via internet banking or the Dealing Department; Desk;
- b) Orders: via the Dealing Desk;
- c) Forward Trades: via the Dealing Desk,

subject to ~~compliance with~~ the requirements for ~~executing an Exchange Trade~~ set out in the Technical Information ~~for the arrangement of an Exchange Trade~~.

78. ~~Arrangement~~Execution of Exchange TradeTrades

An Exchange Trade is deemed executed if the instruction ~~to execute an Exchange Trade~~ shall be ~~deemed to be complete if it~~ contains the elements ~~set out~~specified in the Technical Information; and:

- a) ~~the Client, after logging into the BankServis application, the Client bindingly in to internet banking,~~ accepts the ~~offered~~quoted terms ~~offer~~ for the Spot Trade ~~displayed in the BankServis application~~as shown;
- b) during a telephone call ~~through with~~ the Dealing Department;Desk, the Client and Citfin agree on the ~~terms of the Exchange Trade~~trade parameters and the Client ~~authorises the given~~ an Authorisation Instruction/Order.

~~It is not possible to change the Trade parameters of a concluded Exchange Trade, except for a pending Order. cannot be altered after execution. Orders may be amended only before execution or expiry.~~

A pending Spot Trade placed based on an Order ~~can be cancelled. An Order can~~may be cancelled in the same way ~~as the Order~~manner in which it was ~~agreed upon~~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 Transactions (General Provisions)

12.1 Sending an Exchange Trade Confirmation

After the conclusion of an Exchange Trade, Citfin shall issue an Exchange Transaction Confirmation without undue delay and shall send it to the Client in the BankServis application, unless otherwise agreed.

12.1 The Parties have acknowledged that 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 Confirmation is only a proof of the already concluded;
- 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. The validity of a concluded has not been settled and may charge all costs related to the unsettled Exchange Trade is not affected by a non receipt of to the Client.

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

12.6.1 Objections to the Contents of the Confirmation

The Client is obliged to verify the data in the Confirmation in the BankServis application. In the event that the Client fails to notify Citfin, either through BankServis or by email, within 24 hours of receipt of the Confirmation that the Client does not agree with the information contained in the Confirmation, it shall be deemed that the Client has verified the contents of the Confirmation and has unconditionally agreed with its contents.

~~Futures~~

~~The Client acknowledges that there may be a loss on the concluded Future due to the development of the current exchange rate, even in an amount exceeding the value of the Total Deposits (deposited by the Client in the Client Payment Account).~~

~~Deposits~~

~~If the Client arranges Futures with Citfin, Citfin shall be entitled to invite the Client to deposit funds intended for their immobilisation in favour of Citfin to serve as an Deposits, either as an Initial Deposit or an Additional Deposit into a Separate Account.~~

~~The Client shall deposit the amounts of the Deposits so that they are credited to the Separate Account no later than two business days after the Client is asked to deposit them, unless otherwise agreed. The period of two business days shall run from the execution of the request, which Citfin may communicate to the Client by telephone, email, or using any other communication channel agreed in the Framework Agreement.~~

~~The amount of the Initial Deposit shall be the multiple of the Initial Deposit Rate specified in the Framework Agreement and the Exchange Volume.~~

~~The Coverage Limit shall be equal to the multiple of the Coverage Limit Rate specified in the Framework Agreement and the current Open Futures Volume.~~

~~Citfin shall be unilaterally entitled to:~~

- ~~a) require the Client to increase the Initial Deposit with respect to the process and progress of trading with the Client in accordance with Article 9.3;~~
- ~~b) require an Additional Deposit if the Open Futures Coverage Percentage falls to or below the value specified in the Framework Agreement as the Coverage Limit, in such an amount that the Open Futures Percentage of Coverage is greater than or equal to the value specified in the Framework Agreement as the Initial Deposit, in accordance with the procedure set out in Article 9.3;~~
- ~~c) immobilise in Citfin's favour the Client's funds which are not earmarked and which represent, in particular, the Client Payment Account funds. The funds so unilaterally immobilised shall be recorded as Additional Deposits;~~
- ~~d) block the total Deposits up to the amount of Open Futures immobilised in favour of Citfin until all the Client's Futures are settled;~~
- ~~e) write off funds held as Deposits in the event of a loss arising from a Futures Trade executed by Citfin on the Client's instruction in its favour.~~

~~If the Percentage of Coverage of Open Futures suddenly falls to or below the value specified in the Framework Agreement as the Coverage Limit, and Citfin fails to require the Client to deposit additional funds in the Client Payment Account before the completion of the execution of the Futures Trade, and the Client does not have available funds in the Client Payment Account for immobilisation pursuant to Article 9.6 c), and at the same time if Citfin incurs a loss by the non-execution of the Future and the Initial Advance is insufficient to cover the loss, the Client shall be obliged to deposit funds to cover the loss in accordance with Article 9.3.~~

~~If the Coverage Percentage of Open Futures increases by more than 1.5% above the stated amount of the Initial Advance, Citfin shall be obliged to release the immobilised funds at the Client's request, so that the Percentage Coverage is greater than or equal to the value stated in the Framework Agreement as the Initial Advance. Citfin shall release the funds within 2 business days of the Client's request.~~

~~Upon settlement of all Open Futures, Citfin shall release all immobilised funds recorded in the Client Payment Account as Advances.~~

~~Financial Collateral~~

~~In connection with arranging financial collateral, the Client in particular:~~

- ~~a) shall not, without Citfin's prior written consent, transfer the Financial Collateral to another person if any of the events of default for financial collateral purposes has occurred or is threatened to occur (Article 9.11);~~
- ~~b) shall refrain from any disposition of the Financial Collateral that would obstruct Citfin's ability to exercise its right to satisfaction from the Financial Collateral if any of the events of breach for financial collateral purposes has occurred or is threatened to occur (Article 9.11);~~
- ~~c) shall immediately inform Citfin of any change in the facts characterizing the Client, for example, a change in its place or registered office of business or its company;~~
- ~~d) at Citfin's request, provides the necessary cooperation in the event of exercising the right to satisfaction from the Financial Collateral;~~
- ~~e) in the event that the Client fails to fulfil its obligations to Citfin under the Framework Agreement to provide the agreed payment or to pay fees or any other types of payments, allows Citfin to satisfy all Secured Debts, including their accessories, from the Financial Collateral.~~

~~Events of Default for Purposes of Financial Collateral~~

~~Events of default for financial collateral purposes are defined as follows:~~

- ~~a) The Client fails to make any payment in connection~~

with a Futures Trade under the Framework Agreement or within an additional deadline specified by Citfin;

- b) ~~The Client is in default of any other obligation under the Framework Agreement in connection with the Futures Trade other than those referred to in a) above or within an additional deadline specified by Citfin;~~
- c) ~~The Client (or his/her spouse or partner, if applicable) becomes insolvent or unable to pay his/her debts and/or admits in writing his/her inability to pay debts as they are due, or his/her bankruptcy, reorganisation or any other measure under the Insolvency Act is proposed or instituted against it, until such filing is dismissed or rejected by a competent court or the Client has fulfilled, or may reasonably be expected to fulfil, the conditions for the imposition of a receivership (where receivership means any restriction on the Client's right to dispose of its assets in favour of a person appointed by a court or administrative authority, including the CNB and a similar foreign institution). An Event of Default will not be deemed to have occurred if a third party is proposed to commence bankruptcy proceedings or any other measure against the Client under the Insolvency Act and the Client proves to Citfin's full satisfaction that the bankruptcy or other measure is unsubstantiated or vexatious (including by providing an external legal opinion);~~
- d) ~~any declaration made by the Client intended for Citfin regarding the Services under the Framework Agreement proves to be false as at the date of such declaration and Citfin determines in good faith that as a result of such false representation (or as a result of any misstatement of material or legal facts) the balance of its risks and benefits from the provision of the Services has been considerably adversely affected;~~

~~The 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;~~
- e) ~~the Client ceases to exist without a legal successor or merges (per Act No. 123/2008 Coll. on the Transformation of Commercial Businesses and Cooperatives in its most recent version), without a successor or steps are taken to terminate the client without a legal successor/ dies or his/her legal capacity is restricted;~~
- f) ~~The Client merges or otherwise amalgamates with another entity, splits, or transfers all or substantially all of its business assets to a third party and at the time of the merger, amalgamation, split or transfer the successor or acquiring entity does not assume, to the reasonable satisfaction of Citfin, at the time of the merger, amalgamation, split or transfer, all~~

~~of the who takes on obligations of the acquiring or transferring entity under the Framework Agreement and all Open Futures such a contract;~~

- g) ~~Client declares that it will not satisfy any substantial obligation under the Futures Trade Agreement or any other substantial debt owed to Citfin or Citfin SD, other than in a good faith dispute as to the existence, nature or extent of such obligation. A substantial debt is a debt of the Client greater than CZK 10,000 arising from one or more obligations to Citfin or Citfin SD;~~
- h) ~~any event occurs which gives Citfin the right to withdraw from the Futures Trade Agreement and which is not an event within the meaning of points a) to g) of this Article.~~

General Rules for Settlement of Exchange Trades

~~The Exchange Trade will be settled on the agreed date specified in the Exchange Trade Confirmation. The Client is obliged to deposit the Exchange Volume into the Separate Account so that these funds are credited to the Separate Account no later than one business day prior to the agreed Exchange Trade settlement date, unless otherwise agreed. The Exchange Trade will be executed on the agreed date specified in the Exchange Trade Confirmation. If the funds have not been deposited on time, the Exchange Trade settlement date will be the earliest date on which the Exchange Volume is credited to the relevant Separate Account and also appears on the daily bank statement of the relevant Separate Account. Citfin reserves the right to execute an Exchange Trade later in the event of force majeure or if the original settlement date falls on a holiday or public holiday in the country to which the foreign currency traded relates.~~

~~The Client shall indicate his/her/its Company ID number or Birth Number together with each deposit of funds to the Separate Account in the field of the variable symbol for payments in CZK or in the field of the reason for payment for payments in other currencies. The funds must be deposited into the Separate Account within two days of the Exchange Trade unless otherwise agreed.~~

~~Citfin will execute the Exchange Trade according to the Client's instructions if it meets all the conditions set out in the GBT.~~

~~After the Exchange Trade has been executed, Citfin is obliged to dispose of the funds according to the Client's instructions. If such instructions are not specified by the Client and not known to Citfin at the time of settlement of the Exchange Trade, then Citfin shall transfer the funds to one of its Separate Accounts by the end of the business day following the day on which Citfin receives them, unless the funds have been transferred to the Client or another payment service provider within this period.~~

~~Citfin shall not execute the Exchange Trade according to the Client's instructions if:~~

- a) ~~Citfin and the Client agree on postponing the Exchange Trade date settlement;~~
- b) ~~The Client does not send the Exchange Volume to the Separate Account pursuant to Article 10.2;~~
- c) ~~There is insufficient Deposit in the CBA to execute Futures pursuant to Chapter 9 of these GBT;~~
- d) ~~The prices of the agreed Exchange Trade do not correspond significantly to the market or the price was incorrect at the time the Order was placed;~~
- e) ~~The Client has breached the GBT dies or becomes legally incapacitated;~~

- f) ~~Citfin accepts the Client's request to cancel a pending Order;~~
- g) ~~Citfin is objectively unable to execute the Exchange Trade pursuant to Article 10.8.~~

~~Citfin shall promptly inform the Client of the non-execution of the Exchange Trade. Citfin shall be entitled to debit the Client for any costs associated with the unsettled Exchange Trade.~~

Failure to Execute an Exchange Trade for Date Postponing Reasons

~~In the event of the Client's default in the payment set out in Article 10.5 b) and 10.5 f) Citfin may propose to the Client to close the position arising from the Exchange Trade by executing a new Exchange Trade, which will postpone the settlement date of the Exchange Trade set out in Article 10.5 a). Citfin may also:~~

- a) ~~unilaterally settle or cancel the concerned unsettled and/or cancelled Exchange Trade, as well as any or all of the other Exchange Trades unsettled as of that time;~~
- b) ~~execute, at the agreed exchange rate of the trade concerned, a new trade in the form of a transaction reverse to the original trade with the original type and quantity of currency Citfin was supposed to purchase for the Client, with the settlement date to be set by Citfin for a maximum on the following business day.~~

Failure to Execute an Exchange Trade for Reasons on the Client's Part

~~In the event of the procedure set out in Article 10.5 b) through f) Citfin may:~~

- a) ~~unilaterally settle or cancel the concerned unsettled and/or cancelled Exchange Trade, as well as any or all of the other Exchange Trades unsettled as of that time;~~
- b) ~~execute, at the current interbank market exchange rate of the Exchange Trade concerned, a new Exchange Trade in the form of a reverse transaction to the original Exchange Trade with the original type and quantity of currency;~~
- c) ~~Citfin will then set off the difference between the value of the original Exchange Trade (pursuant to point a) of this Article) and the value of the reverse/mirror transaction (see point b) of this Article) against the Exchange Volume if it has already been credited to the Separate Account and/or against the balance in the CBA, or the Deposit. If the Exchange Volume has not yet been credited to the Separate Account and the exchange rate development in the newly agreed exchange was to the detriment of the benefit of the~~

~~Client, the Client shall be obliged to deposit the difference calculated pursuant to this Article into the Separate Account without delay.~~

~~○ **Objective Impossibility to Execute the Exchange Trade**~~

~~Citfin will not execute an Exchange Trade partially or fully as instructed by the Client in the event of an extraordinary unforeseeable and insurmountable obstacle arising independently of Citfin's will. An extraordinary unforeseeable and insurmountable obstacle arising independently of Citfin's will is considered to be a force majeure, including natural disasters, a significant fluctuation in the exchange rate of the Exchange Trade or Open Futures Trade in the interbank foreign exchange market, terrorism, war, civil unrest, strike, lockout, actions of institutions used by Citfin in payment transactions, actions of Czech and foreign public authorities, including the courts, or any other obstacle that occurred independently of Citfin's will, if such obstacle could not have been reasonably foreseen by Citfin at the time the obligation was incurred.~~

~~○ **Withdrawal from an Exchange Trade**~~

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

~~Citfin may withdraw from an Exchange trade if:~~

- ~~a) The Order does not meet the requirements, is vague or unclear, or the information in it is not true;~~
- ~~b) The Client fails to fulfil its obligations or is in default of its obligations under the Contractual Documentation towards Citfin, or there is a reasonable worry that it will not fulfil them;~~
- ~~c) Insolvency proceedings or execution proceedings have been initiated against the Client;~~
- ~~d) The execution of the Exchange Trade could be in conflict with the law;~~
- ~~e) The Exchange Trade would have a negative impact on the Client's financial situation or rights;~~
- ~~f) There is a risk of market disruption, market manipulation;~~
- ~~g) The Client ceases to exist as a result of a transformation pursuant to Act No. 125/2008 Coll., on Transformations of Commercial Companies and Cooperatives, as amended, and the successor company does not assume the Client's obligations under such agreement;~~
- ~~h) The Client dies or his/her/its legal capacity is restricted; or;~~
 - ~~i) h) There is a conflict of interest arises between the Client and Citfin or mutually between Citfin's/Citfin's Clients-(themselves);;~~
 - ~~j) i) In the case of a Futures Trade, the Client's/Client's LEI code is not valid;invalid (for Forwards);~~
 - ~~k) j) in the event of settlement is impossible due to failure to meet obligations by the company/a third-party with which/whom Citfin cooperates in~~

~~the execution collaborates on settlement of Exchange Trades and where the resulting inabilityability to executesettle the Exchange Trade according to the Client's instructions, per the Client's instruction(s) arises.~~

Execution and Settlement of Orders

Citfin shall execute an Order only if the exchange rate that Citfin can offer and execute the Exchange Trade at, taking into account in-house rules and market situation, is equal to the value of the agreed Spot Rate, provided that the settlement date of the Exchange Trade occurs two business days after its execution (T+2). If this situation does not occur within the specified time interval, the exchange is not executed and the Order expires.

Following the execution of the Order, a Citfin staff member will telephone the client, having agreed together on the following conditions for settling the Exchange Trade:

- a) The deposit of funds in favour of the Separate Account pursuant to the conditions set out in Article 10.2;
- b) The agreed settlement date, which must occur no later than two business days after the execution of the Order (T+2);
- c) Instructions for settling the Exchange Trade according to Article 10.4.

In the event of a sudden unusual or unforeseeable circumstance (e.g., a sudden change in the exchange rate on the market or in the event of a "gap" on the market), it may be difficult or impossible for Stop Loss Orders to achieve the agreed rate or to complete the execution of the Order at the agreed rate, so the Order is to be executed on the basis of the best conditions available on the market without the need for further confirmation by the Client. Placing a Stop Loss Order does not necessarily eliminate losses for the Client for the reasons stated above.

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

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.

12.13. Payment Transactions

12.13.1 The Client may use the following payment services:

12.13.1.1 The Client may use the following payment services:

- a) ~~Transfer~~transfer of funds from the Client Payment Account CPA to either the Client's or third-party accounts or a third-party account, either in local in CZK or foreign currency and vice versa;

b) Wire transfer Exchange Trades.

- b) non-cash foreign exchange transactions.

12.2 The Client is ~~obliged~~obligated to ~~deposit~~transfer funds intended for the Client Payment Account into Separate CPA to Dedicated Accounts in the currencies in which such Separate these Dedicated Accounts are maintained.

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

12.3 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.

In the event that the Client deposits funds from an account other than those listed in Annex 1 to the Framework Agreement and Citfin is able to clearly identify the Client as the owner of such account, Citfin shall assign such account to the Client's accounts and the Client shall be informed thereof at the address listed in Annex 1 to the Framework Agreement. Citfin shall be entitled to request a written confirmation from the Client proving that the Client is the owner of such newly assigned account.

12.4 The payment transactions Transactions agreed with the Client and/or the transactions requested by the Client shall will be executed within the agreed deadlines according to per these GBTGTC and the Technical Information, or on the maturity date specified by the Client as the, unless delayed due date, except for to force majeure, or if the original settlement date falls on a holiday or public holiday or local holidays or days off work in the Czech Republic or the country to which the foreign other relevant currency traded relates markets.

12.5 Before executing a Payment Transaction transaction, Citfin shall, upon request, provide clients, at their request, with information about on the maximum execution time limit for executing and the Payment Transaction and applicable fees payable to Citfin, including a breakdown of if the fees if there are several consist of them multiple components.

~~13.6~~ Citfin ~~is obliged to must~~ credit the funds from the Outgoing Payment ~~Transaction~~Transactions to the Beneficiary provider's account by recipient's payment service provider per deadlines that are definedstipulated in the Payment Systems ActPSA, i.e., within the maximum time limit by no later than T+4. Citfin ~~is obliged to must~~ credit the funds from the Incoming Payment Transaction to Client Payment Account by Transactions to the Client's CPA per deadlines that are definedstipulated in the Payment Systems ActPSA, i.e., no later than the end of the business day subsequent to the day when the funds have been credited to the Beneficiary provider's account in favour of the Client next Business Day after funds intended for the Client are received by Citfin (the Recipient account).

14.14. EnteringEntry and ExecutingExecution of Outgoing Payment Transactions

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

Citfin ~~executes~~ Outgoing Payment Transactions received by Citfin after the period close to the end of the payment settlement deadlines,based on Client ~~i.e., after the~~ payment settlement deadlines, shall be deemed to have been received at the beginning of the opening hours on the next business day.

~~14.2~~ Citfin ~~shall execute an~~ Outgoing Payment Transaction based on the Client's Payment Order if it meets the conditions set out in the GBT and theinstructions that meet the conditions of the GTC and Technical Information.

~~14.3~~ A Client ~~can~~ Clients may request the ~~revocation~~cancellation of a Payment Order even after the due date, while acknowledging that the request might not be granted. The Client may be charged ~~a~~submission, but Citfin is not obliged to accept the request. A cancellation fee for the revocation of such Payment Order according to the Rate~~may~~ apply as per the Fee Schedule.

~~14.4~~ AfterAfter 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 ~~is executed, Citfin sends the Client a~~

~~Funds Transfer Confirmation through Bankservis or email, as evidence of the.~~

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

~~Citfin does not execute an Outgoing Payment Transaction based on the Client's Payment Order, or does not credit the funds to the Client Payment Account in the following cases:~~

a) ~~If it does not it fails to~~ meet the conditions set out inof the GBT and theGTC or Technical Information, in particular if it does not meet the requirementsnamely, fulfilment of terms for the execution of ~~executing a~~ Payment OrderOrders;

b) ~~Due to~~insufficient balance of funds are available in the Client Payment Account; CPA;

~~c) For compliance with measures~~blocked under the AML policy; or

~~d) c) If the Outgoing Payment Transaction violates the laws of the Czech Republic or the laws of the country of the intermediary bank, the internal (anti-money laundering regulations of Citfin or the intermediary bank. This provision particularly applies to payment transactions for Recipients from Payers with an address in a high risk country and/or the Recipient's or Payer's bank is an institution owned by entities in those high risk countries. See www.citfin.cz for the high risk country list.);~~

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 ~~that of~~ failure to execute a Payment Transaction ~~is not executed in accordance with~~pursuant to this Article, Citfin shall immediately inform the Client of this fact and provide the Client with the ~~reason~~grounds for rejecting the Outgoing Payment Transaction, unless ~~it is at the~~ procedure pursuant to Article ~~43-514.5. c)-) applies.~~

In the event of failure to execute a Payment Transaction pursuant to Article ~~13-5-b)14.5. b).~~ Citfin shall ~~promptly~~immediately inform the Client of this fact. The Client ~~has~~shall have a period of two business daysBusiness Days from the original due (maturity) date of the Payment Order to ~~deposit~~transfer the funds. In ~~this~~such a case, the funds must be credited by 4:00 p.m. on the ~~following business day~~ followingsecond Business Day from the original due

date (maturity) of the Payment Order. If this does not happen, the Payment Order shall ~~be terminated~~expire without further ~~delay~~notice.

In the event of failure to execute a Payment Transaction pursuant to Article ~~13:514.5. c)~~, Citfin ~~follows~~shall ~~proceed in accordance with~~ the AML ~~policy~~Act and Citfin's ~~in-house~~internal regulations.

4415. ExecutingExecution of Incoming Payment Transactions

15.1 ~~At Citfin, at the Client's~~ request, Citfin ~~will credit the funds from the processes~~ Incoming Payment Transaction~~Transactions~~ to the Client ~~Payment Account, as advised by the Client in a written notice, and will subsequently handle the received funds~~ CPA in accordance with ~~the Client's instructions~~ a Client's ~~written notification, provided that the Incoming Payment Transaction meets the conditions set out in the~~ all Technical Information ~~requirements are met~~.

15.2 The Client ~~is obliged to must~~ send Citfin a ~~notice of an Incoming Payment Transaction in~~ scanned notification (form available at www.citfin.cz) sufficiently in advance via email (as an attachment to an email message to the email address) to platby@citfin.cz well in advance ~~of before~~ the expected ~~date of receipt of the Payment Transaction~~. The form for the notice of an Incoming Payment Transaction is available at www.citfin.cz ~~date~~.

15.3 Identified Incoming Payment Transactions ~~incoming transactions~~ are credited to the Client ~~Payment Account~~ CPA no later than the next ~~business day after they are~~ Business Day of their being credited to the ~~Separate~~ Dedicated Account.

15.4 If Citfin ~~becomes liable for bank~~ incurs any fees or ~~any other charges related to Payment Transactions - incoming/outgoing payments in connection with a Payment Transaction to the Separate Accounts or vice versa, (e.g., correspondent bank fees), the Client agrees to must~~ reimburse Citfin for such fees and payments. Any other payments shall also be deemed to include ~~any costs to Citfin. Fees from Correspondent BankBanks, fees, costs of for~~ identification of ~~the an Incoming~~ Payment Transaction received, etc., classify as all other fees. These are payable unless the Client proves that the costs in question were incurred by Citfin in breach of ~~aviolated~~ legal duty or of professional diligence. duties or failed to exercise due care.

4516. BankServis and Internet Banking, Phonebanking and API Services

BankServis

16.1 The two-way communication between the Internet Banking

The Client and Citfin ~~may be done~~ can communicate back and forth electronically through the BankServis application. The BankServis application using the internet (online) banking service. Citfin's internet banking allows the Client~~Clients~~ to:

- a) ~~obtain information about the balance in the Client Payment Account;~~
- a) ~~check~~ CPA balances;
- b) execute Incoming ~~Payment Transactions~~ payment transactions; and
- c) ~~arrange~~ conclude Spot transactions~~Trades~~.

Details of ~~how to on~~ use BankService ~~are set out of~~ internet banking can be found in the Technical Information.

45.216.2 Phonebanking Service

Phonebanking is a ~~telephone~~ phone service that ~~allows~~ allowing the Client to:

- a) ~~find out information about~~ check the Client Payment Account;
- a) ~~CPA balance; and make~~
- b) ~~execute~~ Payment Transactions.

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

45.316.3 Citfin API

The Citfin API ~~lets clients~~ enables authorised third-party providers (TPPs) to access their Client Payment Account through an the CPA via automated online interface with a ~~interfaces which then give access to the data channel that is designed to connect the Citfin~~ meant for connecting Citfin's system with third-party applications. TPP apps.

The Citfin API Service allows the Client to:

- a) use ~~the Payment~~ Account Information Service; Services (AIS);
- b) ~~query the make~~ balance in the Client~~inquiries~~;
- b) c) use indirect Payment Account; (Order) Initiation Services (PIS).
- c) ~~use~~ Indirect Payment Order Service;

Details of ~~the about~~ use of the Citfin API Service are ~~set out~~ services can be found in the Technical Information.

45.416.4 Client API Service

The Client API Service is an application one-way interface for processing Payment Transactions and providing information which provides real-time updates on all activities/movements on the Client Payment Account made CPA carried out by the Client through via Citfin.

It is a one-way flow of information towards read-only and sends data from Citfin to the Client.

Details of the about use of the Client API Service are set out services can be found in the Technical Information.

Setting-off a claim

17. Offsets

17.1 If both Parties Citfin and the Client have outstanding mutual monetary claims against each other, even in whether denominated in the same or different currencies, then 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 its claims unilaterally any claim arising from or in connection with the Framework Agreement against the Client's claims to the extent that they are mutually offset. If the mutual claims are in different currencies, they shall be converted for the purpose of set-off at the Czech National Bank exchange rate announced for the date on which the claims became eligible for set-off. The amount remaining after set-off must be paid by the Client on the same business day on which the set-off occurred. Citfin shall be Client's obligation or claim to the balance on the CPA that Citfin administers for the Client.

The Client is not entitled to unilaterally set off any of its claims arising under or in connection with the Framework Agreement entered into with the Client against the Client's claim for payment of funds recorded in the Client Payment Account maintained by Citfin for the Client. The Client shall not be entitled to unilaterally set off offset any claims against Citfin and shall must make all payments under the or in connection with the Framework Agreement in full, without any reduction due to set-off, counterclaim deductions, counterclaims, or legal action having actions with similar effect effect.

18. Claims and Complaints and Claims

In the event that if the Client duly proves demonstrates that Citfin has executed a Payment Transaction payment transaction incorrectly or without the Client's authorisation and the Client does not insist on the execution of the Payment Transaction transaction, Citfin shall be liable for such

executed Payment Transaction and shall be obliged to and must credit the Client full amount back the full amount of the funds to the Client Payment Account CPA from which they funds were debited based on drawn, in accordance with the process procedures set out in the Technical Information. The corrective Corrective settlement is made will be handled by the relevant institution.

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

18.2 Handling of Client claims and complaints is carried out and claims are handled in accordance with generally binding applicable laws and on the basis of the rules set out in Citfin's Citfin's Complaints Procedure. The handling complaints and claims process Policy, which is available on Citfin's website at www.citfin.cz/www.citfin.cz.

18.3 Although While Citfin will always take into account acts with due professional care when it comes to looking after the Client's Client's due rights and legitimate interests when providing the Services, it cannot, even with the exercise of professional diligence, prevent the occurrence of any damage, it is not liable for harm caused by external circumstances. These circumstances include, but are not limited to, including:

- movement in currency foreign exchange rates fluctuations;
- failure of the Bank Servis application, Citfin API Services system outages or unavailability of data or any communication channel between the Client and Citfin or any other Third Party, including telephone internet banking, APIs, phone lines for, Phonebanking or the Dealing Department Desk, or other Client-Citfin communications channels or with any Third Party;
- failure of any Third Party;
- refusal or objective impossibility inability to execute or settle the Client's submitted order a Client transaction, provided that Citfin is obliged obligated to refuse to execute or settle deny settlement of such order or if it is objectively impossible to do so, a trade for regulatory or legal reasons set out as can be proven in the CBT GTC and applicable, valid

laws;

- ~~d) harm arising from forged or under applicable law;~~
- e) ~~incurring damages due to altered or forged Client documents; provided by the Client;~~
- f) ~~Client's the Client's delay in providing cooperation or Client's breach failure to cooperate or violation of any its contractual or legal obligation obligations;~~
- g) ~~loss; or misuse or theft of the Authentication Device, and Bank Service Authorisation Devices, internet banking, Client API services or Phonebanking;~~
- h) ~~actions of an taken by the Client's authorised representative of the Client;~~
- i) ~~proceeding in accordance with the provisions of the AML policy;~~
 - j) ~~the lawful action under AMLA;~~
 - k) ~~any circumstances referred to listed in Article 40.8-11.7.~~

If any of ~~these the above~~ circumstances arise, Citfin ~~shall will~~ take all ~~steps reasonable measures~~ to mitigate ~~the~~ adverse effects ~~on for~~ the Client that can be fairly expected ~~from them, however, and in an adequate scope, but~~ Citfin shall not be ~~held~~ liable for ~~any 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.

EMIR Obligations

Citfin shall be entitled to require the Client to comply with its obligations and commitments under EMIR. In the event that Citfin suffers any damage due to a breach of its obligations under EMIR, the Client shall compensate Citfin for such damage.

19.2 For the purpose of complying with the obligations arising from the arrangements for the portfolio reconciliation ~~of for~~ unsettled Futures pursuant to Forward Trades under Article 11(4b1)(b) of EMIR and pursuant to Regulation (EU Commission Regulation) No 149/2013, as amended from time to time, Citfin shall transmit to the Client will provide, via a Durable Medium durable medium:

- a) data on unsettled Futures and their value determined Forward Trades, including MTM

values in accordance with EMIR requirements;

- b) ~~the expected date of the process of the scheduled reconciliation of the unsettled Futures, which shall be determined in accordance with the relevant date for unsettled Forward Trades, based on the applicable frequency requirement for execution of such reconciliation of unsettled Futures Forward Trades with respect to the particular given Client.~~

~~If the Client fails to notify Citfin by the fifth business day following receipt of the proposal for reconciliation of the unsettled Futures notified by Citfin pursuant to Article 18.2 b) of any discrepancies, the Client shall be deemed to have agreed to the data accuracy.~~

~~If the Client discovers a discrepancy in the data on unsettled Futures and their value, the Client shall promptly notify Citfin. Discrepancies are resolved in accordance with the procedure set out in Article 18.3.~~

~~Citfin and the Client agree to use the following procedure for discovering and resolving disputes regarding Futures:~~

~~Citfin and the Client may report 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 sending a dispute written notice to the other party via the Durable Medium; a durable medium.~~
- b) ~~No later than the day following the day on which the other party receives notification of the dispute notice, Citfin and the Client shall discuss the resolution of said problem in good faith and without delay the resolution of such problem, including, without limitation among other things, the exchange of relevant information; and, using with the help of a process that they mutually agree procedure agreed upon by both parties, determine and apply at the method for resolving such said problem and apply this method to resolve the problem;~~

c) ~~If the dispute regarding the For non-value of unsettled Futures between Citfin and the Client is not resolved within five business days of receipt of a dispute notice, the parties shall refer the matter internally disputes (e.g., those related to the appropriate senior staff members or external advisers;~~

d) ~~Citfin and the Client agree to put in place internal procedures whereby any such dispute will be monitored throughout its existence and details~~

~~recorded for future reference and to apply such procedures (without prejudice to the validity of any longer archiving period provided for by applicable law);~~

~~If there is a dispute between Citfin and the Client regarding other data on unsettled Futures other than the Forward Trades as opposed to value of the unsettled Futures, the in-house assessments), Citfin's Complaints Policy and internal procedures for resolving the dispute in question specified in Citfin's Complaints Procedure shall disputes apply.~~

19.4 ~~Futures are subject to a reporting obligation under Article 9 of EMIR and Citfin and the Client are obliged to notify the details of must report each Future, Forward Trade (any changes thereto or its termination- Citfin will also report the required data to a trade repository) to a registered in accordance 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 accordance compliance with Article 77 of EMIR on behalf of the Client. If the Client arranges for the fulfilment of the reporting obligation under EMIR itself, If the Client elects to report independently (on its own) on EMIR-related obligations, it must inform notify Citfin in writing sufficiently in advance of this fact so that there is no to avoid duplication of in reporting data when reporting data on Futures concluded Forward Trades agreed between the Client and Citfin to the trade.~~

~~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.~~

~~In order to fulfil the Client's reporting obligation through Citfin, the Client is required to give consent to a trade repository, if requested by this entity. In the event that the above~~

~~required consent is not granted, the Client is obliged to fulfil the EMIR reporting obligation on its own.~~

~~Citfin and the Client have agreed to cooperate with each other to the extent needed for the fulfilment of the reporting obligation under Both parties. Citfin and the Client, shall cooperate to the degree necessary to fulfil reporting obligations per Article 9 of the EMIR. The essentialA basic requirement for mutual cooperation between the Client and Citfin is the communicationexchange of ainformation on their temporary or permanent legal entity identifier (hereinafter referred to as "LEI"). The Client is obliged to ensure the Legal Entity Identifiers (LEIs). The Client must maintain a valid LEI forthroughout the entire duration of the FutureForward Trade.~~

1920. Procedures for Termination procedure for of the Framework Agreement

~~20.1 BothEither party, the Client and/or Citfin are entitled to, may terminate the Framework Agreement: by giving written notice. The notice period for termination given by the Client is is as follows: one month for the Client and commencesit begins on the day followingafter delivery of the notice of termination to Citfin. The notice period given by Citfin shall be; two months for Citfin and shall commenceit begins on the day followingafter delivery to the Client. The Client notices must submit the noticebe delivered in the formone of a the following ways: by posted letter to Citfin's postal address in paper form a with the Client's officially certifiednotarised signature, via the BankServis application sent to Citfin's postal address; by and Authorised Person via internet banking; or via a data box. Citfin must give notice using a~~

~~Citfin's notices are sent by registered letterpost to the Client'sClient's postal address; or via a data box.~~

~~The notice givenNotice sent by Citfin shall beis deemed to have been delivered to the Client on the third business day after the notice was sent via a postal service provider within the Czech Republic, or on the fifteenth business day for a notice sent abroad, unless delivered, provided an earlier delivery data is not proven-~~

~~20.2 The notice given: 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 via ato the Client's data box shall be deemed to have been delivered to the Client upon expiry of a 10-day period from the date~~

~~of delivery to the Client's data box (if the Client does not log in to the data box within this period), the notice shall be deemed to have been delivered (if unread by the Client).~~

~~20.3 TheBefore termination becomes effective, the Client is obliged to must ensure thatall Exchange Trades have beenare settled and debts to Citfin have been paid before the expiry of the notice period. During the notice period, all debt obligations are fulfilled. Citfin may refuse to conclude anexecute trades maturing on or after the termination date.~~

~~If any Exchange Trade that should be settled by the end or after the expiry of the notice period. In the event that the Client's Exchange Trades are not settled byremain unsettled at the endtime of the notice periodtermination, Citfin shall be entitledmay act according to proceed in accordance with Article 10.7. Before11.6.~~

~~Prior to the expiryexpiration of the noticetermination period, the Client is obligedobligated to return the itemall entrusted objects to Citfin, i.e., in particularmainly the Token; otherwise Citfin will. If the Client fails to return Citfin's property, Citfin may charge a fee according toper the RateFee Schedule; which the Client is obligedobligated to pay.~~

~~20.4 The Client is obliged to must specify in the how remaining CPA balances should be handled. If Citfin gives notice how, 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 on the Credit;~~
- 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 Account 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 to be handled, 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.~~

~~The Client must specify how to handle remaining funds on CPA(s). In the case of termination by Citfin, the Client is obliged to provide this information to Citfin upon request without undue delay.~~

~~The Client is always sent a written notice of cancellation of the Client Payment Account to the Client's postal address. Citfin shall transfer the balance of the funds from the Client Payment Account as instructed by the Client, with maturity/due date on the next business day following delivery of such instruction.~~

~~If Citfin does not receive any instructions from the Client according to Article 19.4, Citfin shall transfer the balance in the Client Payment Account to the subsidiary register. If the balance in the Client Payment Account is in a currency other than CZK, Citfin shall be entitled to exchange such balance into CZK at Citfin's current exchange rate on the expiry of the notice period. Until the termination of the notice period, the current GBT and Rate Schedule shall~~

~~apply.~~

~~Withdrawal from the Framework Agreement~~

~~Either Party shall be entitled to withdraw from the Framework Agreement by sending a written notice with effect from the date of delivery of the notice of withdrawal to the other Party in the event of a material breach of the obligations under the Framework Agreement or the GBT or for the reasons set out in Article 20.2 and 20.3. Withdrawal from the Framework Agreement must be made in a form and manner similar to the termination of the Framework Agreement pursuant to Articles 19.1 and 19.2 of these GBT.~~

~~Citfin may immediately terminate the Framework Agreement by sending a written notice to the Client in the following cases:~~

a) ~~If the Client refuses the change of the GBT or the Framework Agreement due to changes in legislation, conditions and scope of the Services provided, or changes in the business terms and conditions of Third parties.~~

b) ~~If the Client's actions have resulted in a breach of mutual trust, in particular if the Client fails to provide the necessary cooperation for the proper provision of the Services, or if the Client acts in a manifestly disrespectful manner towards Citfin and/or its employees.~~

c) ~~If there is a substantial~~

deterioration of the Client's financial situation or Citfin discovers other material facts that seriously threaten the Client's ability to properly meet its obligations to Citfin, in particular if insolvency proceedings have been initiated or are pending.

d) The Client Payment Account shows a negative balance.

e) The Client submits conflicting instructions to Citfin.

f) The Client's actions could lead to damage on the part of Citfin or which could threaten or damage Citfin's reputation or lead to other harm.

g) If the Client has refused to disclose information in the context of identification or control, information about the origin of funds, the purpose of the Payment Transaction or for other reasons based on Citfin's procedures under the AML policy.

h) If the Client breaches its obligations arising from the Futures.

21.6 Either party may also withdraw from the Framework Agreement in the event of a material breach of its obligations under the Framework Agreement by sending a written notice in the event that such material breach has not been remedied by the other party even within thirty days after the written notice, with Citfin, the Client is obligated to provide Citfin this information upon request and without undue delay. Provisions in Article 20.5 applies accordingly.

The effects of withdrawal from the Framework Agreement shall take effect on the date on which the notice of withdrawal is received by the other party, unless the notice of withdrawal specifies that its effects shall take effect at a different later time.

22. The withdrawal from Termination of the Framework Agreement by Mutual Consent

A request to terminate the Framework Agreement sent by Citfin shall be deemed to have been delivered to the Client on the third business day after a notice was sent via a postal service provider within the Czech Republic, or on the fifteenth business day for a notice sent abroad, unless earlier delivery is proven.

The Client is always obliged to specify in the notice of withdrawal from the Framework Agreement how the balance on the Client Payment Account is to be handled. In the event of withdrawal from the Framework Agreement by Citfin, the Client is obliged to provide this information to Citfin upon request without undue delay. The provision of Article 19.5 and 19.6 shall apply mutatis mutandis.

Agreement on the Framework Agreement

22.1 The request mutual consent must follow the same procedure as for termination of the Framework Agreement by agreement must be made in a form and manner similar to the notice of the Framework Agreement pursuant to Article 19 by notice under Articles 20.1 and 20.2 of these GBT-GTC.

22.2 The request for 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.

Citfin confirms acceptance of termination of the Framework Agreement by ~~agreement or draft sending the signed agreement on termination of the Framework Agreement (the Client is entitled to use the sample form of agreement on termination of the Framework Agreement provided to the Client upon request). The draft agreement shall include a proposed date for termination of the Framework Agreement and cancellation of the Client Payment Account and an order to dispose of the balance in the Client Payment Account. In the event that the draft agreement on termination of the Framework Agreement does not contain an order to dispose of the balance in the Client Payment Account, the Client is obliged to send the order to dispose of the balance in the Client Payment Account to Citfin via the BankServis application or in paper form with a certified signature of the Authorised Person or via the Client's to the Client's postal address or to the Client's data box by sending a data message to Citfin's data box before the date of cancellation of the Client Payment Account.~~

~~The date of cancellation of the Framework Agreement requested by the Client and specified in the draft agreement shall not be earlier than 3 business days after the date of delivery of the request by the Client to Citfin and not later than 90 calendar days after the delivery of the draft agreement by the Client to Citfin.~~

22.4 ~~Citfin confirms acceptance of the Client's draft proposal to terminate the Framework Agreement by agreement by sending the Agreement on Termination of the Framework signed on behalf of Citfin to the Client's postal address or by data message to the Client's data box. The Framework Agreement is terminated on the date specified shown in the draft agreement. The Client is always also sent a written notice confirmation of cancellation of the Client Payment Account CPA closure; also sent to the Client's Client's postal address. In the event that or its data box. If the Client fails to deliver a disposition order to instruct Citfin with on how to handle the remaining balance in the Client Payment Account before prior to the date on which the Account CPA is cancelled, closed, Citfin then Citfin shall proceed proceeds in accordance with Article 19.6 of these GBT the rules in the Technical Information document.~~

22.3. Final Provisions

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

Type Document	Possibility of change Possib le Changes and Method Mean s of Notification of Change	Change Dat e Effective Period	Termination of the Client Right to Terminate Framework Agreement
Framework Agreement and its annexes Annexes	Only by an By written amendment agreed between the Client and Citfin or by the a procedure set out in under the Framework Agreement	According to the As agreed effective date in the amendmen t or according to per the date effective date (of entry into force) in the Framework Agreement	If agreed As stated in the amendment
GBT, Rate GTC, Fee Schedule and, Complaints Procedure Policy	Unilaterally upon notification of changes sent to the BankServis application, via notice in internet banking	Two months before the date on which the change is to take effect after notice	If there rejected by Client rejects the changes following the procedure set out per provisions in the Framework Agreement, the termination shall take takes effect on the date of upon delivery of the letter written notice to Citfin:
GBT, Rate GTC and Fee Schedule and Complaints Procedure (if due to a change in legislation law or in Client's favour of the Client) Technical Information and, Complaint Policy, Product Sheets	Unilaterally upon notification of changes sent to the BankServis application Unilateral notice in internet banking	On the Immediate y (date specified whi ch is shown in the notification of changes cha nge notice)	In accordance with Article 20 See 21.2(a)

23.2 Citfin ~~shall be entitled~~ may use third parties to use a Third Party to perform fulfil its obligations under the Framework Agreement and the GBT GTC.

23.3 ~~When communicating using BankServis, the Citfin API or the Client API, the Security Obligations for Digital Communication. The Client shall must:~~

- a) take all measures ~~possible~~ to protect ~~and ensure the security of the all~~ electronic communication, ~~communication systems and the entire system, including security components (access devices (passwords, codes, tokens, registered cell/mobile numbers, Registered email addresses, Tokens); /emails);~~
- b) ~~notify Citfin immediately of any report loss, theft and/~~ or misuse of ~~credentials or devices of any abuse of the Authentication~~ Authorisation Device or access password. ~~Verbal information must be confirmed in writing by the Client to Citfin. Citfin will then immediately block the concerned Authentication given Authorisation Device or the access password. The blocking can Blocking may be done for a limited temporary period of time or permanently. The blocking indefinitely. Blocking can also be done at the Client's Client's request;~~
- c) ~~in such case immediately~~ notify Citfin ~~immediately of any~~ changes to ~~the~~ Authorised ~~Person~~ Persons, registered mobile numbers, or registered ~~mobile number or Registered~~ email address addresses using the change notification form designated as specified by Citfin ~~for this purpose.~~

The Client is fully ~~liable~~ responsible for all ~~acts, actions, transactions, payments, etc. carried out performed~~ in its name and on its account using the ~~Authentication~~ registered security tools (the ~~Authorisation~~ Device and ~~the access passwords~~) until access password. ~~Citfin shall terminate the validity of the Authentication Device and the blocked. Citfin blocks access password without undue delay after upon delivery of a request pursuant to paragraphs do so per items b) to and c) above, but no later than the first business day and at the latest on the next Business Day following delivery of the request.~~

Electronic communication using ~~the BankServis application is a supporting tool~~ internet (online) banking represents a support resource for communication between the Client and Citfin.

23.4 ~~It is the Client's obligation to read the contents of any~~ The Client must review every message delivered to them by Citfin via ~~the BankServis application~~ internet banking without undue delay.

22-523.5 Confidentiality

~~The parties.~~ Citfin and the Client, agree not to disclose ~~or use any~~ confidential information to ~~any Third Party third parties~~ for any purpose, ~~except with nor to use~~

~~said information, unless:~~

- a) ~~the done with~~ prior written consent of the other party;
- b) ~~such disclosure is required by generally binding laws, regulations or international agreements, such as under the AML policy, EMIR, or the Act on International Cooperation in Tax Administration;~~
- b) ~~the disclosure of confidential information to the party's group and its agents, required by law (e.g., the AMLA, EMIR, ITAA (ZMSSD));~~
- c) ~~to their advisors (representatives, legal representatives, accountants, professional advisers; expert advisors) or group members;~~
- d) ~~where one of the parties is pursuing its claim against the other party through in legal proceedings, if the use of and such information is required essential for the legal proceedings court procedures; or~~
- e) ~~it is expressly permitted by allowed under the GBTGTC or the Framework Agreement.~~

For the purposes of this provision, confidential information means any ~~non-public~~ information ~~relating to exchanged in connection with~~ the business terms of the contractual relationship between Citfin and the Client, ~~as well as and Citfin. This also includes information provided by the parties to each other exchange between themselves and their respective advisors in connection with matters relating to the relevant advisors as concerns this contractual relationship. Confidential Public or lawfully disclosed information does not include information that is or becomes publicly available (other than through unauthorised use or disclosure), 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 ~~is may~~ not ~~entitled to transfer, assign, or pledge any~~ rights or claims against Citfin without ~~Citfin's prior Citfin's~~ consent. Citfin ~~is not entitled to~~ may assign ~~any its~~ rights or claims ~~under this arising from the Framework Agreement and the GBTGTC~~ to a

third party without the Client's consent.

23.6 Citfin is entitled or obliged to, when fulfilling the Framework Agreement, must identify the Client and the Authorised Person in the performance of the Framework Agreement. The Client acknowledges and agrees that Citfin makes a photocopy of the documents submitted (e.g., extract from the Commercial Register, identity card) in order to identify the Client and the any Authorised Persons. The photocopying and storage of documents is allowed or ordered by the AML policy. Identification is always carried out by Citfin in accordance with the law and to the extent provided Client bears in mind that this includes, for by the law. In the event that 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 comply with the required scope of identification, Citfin is entitled to refuse to provide the payments/services provide identification or documentation in question. Citfin is entitled the scope necessary. Citfin may refuse to deliver impact contractual provisions or some Services. Citfin always has the right to refuse the provision of Services while maintaining the Client's Client's anonymity. Citfin can, at any time. At any time during the contractual relationship with the Client, Citfin is entitled to require the Client to provide request submission of documents or information, in particular from the Client; namely, proof of the origin of the monetary funds, including proof of. This also applies for demonstrating the nature of the intended Payment Transaction Transactions.

23.7 Citfin is entitled to may refuse or postpone the delay execution of a Client Payment Order of the Client, regardless of the currency of payment, the execution of which could, that would violate the laws of the; Czech Republic or the law, he laws of the country of the intermediary banks, Citfin's internal rules or sanctions policies as facilitating bank or the commercial policy of the intermediary bank.

For the reasons listed in the previous sentence, Citfin is also entitled authorised not to accept payments in favour of Payments to the Client. The Client also acknowledges bears in mind (understands) that, for the above mentioned reasons, the monetary funds may can be returned or withheld held by the intermediary facilitating bank. This provision particularly applies relates mainly to outgoing or and incoming payments where the Recipient (Beneficiary) or the Payer has Sender is a person with an address in a high-risk countries country and/or the Recipient's or

Payer's institution Recipient's bank or that of the Sender Institution is owned by entities a subject in one of those countries. See www.citfin.cz for the The current list of high-risk country list countries can be found here: www.citfin.cz.

Citfin fulfils complies with its obligations under the Act on International Cooperation in with Regard to Tax Administration, in particular by ascertaining (AICRTA - ZMSSD), including FATCA/CRS (tax residency information residence and, where applicable, fulfilling its reporting obligation to inform) disclosures.

Both parties, Citfin and the Client are obliged to inform the, must notify each other party immediately without delay of any material/substantial fact event that could may affect the execution settlement of a specific Exchange an Currency Trade; this is to be done immediately by telephone, followed by phone and with a subsequent confirmation in scanned form as an sent by email attachment.

23.8 The Client is obliged to inform must also notify Citfin of any facts change that affect or could affect the Client's may impact their ability to perform its obligations in a proper properly and timely manner on time.

Citfin is entitled to refuse to accept any document, may also reject documents if their authenticity, completeness and/or accuracy of which it has doubts about is in doubt and which where it deems necessary the documents essential for the proper provision delivery of the requested Service Services and, in such cases cases, is entitled authorised to request task the Client to provide such further information and documents as it deems necessary to prove the essential for proof of authenticity, completeness and/or accuracy of the for said information or documents in question. Citfin is may also be entitled to request verification of the Client's Client's notarised signature on selected certain documents, and the Client is obliged to comply with such request.

23.9 Communications with the Client regarding is obligated to fulfil such a request.

23.10 Communication with the Client related to investment services are is recorded. Citfin shall keep These records of communications communication with Citfin are stored for at least 5 five years. In The CNB, in justified cases, CNB may decide that Citfin is obliged to keep records of communications for up to 7 may extend this timeframe to seven years. Citfin provides the Client with communication records relating to Citfin will provide the Client copies of communication records related to their person upon the Client's request.

22.1123.11 Protection of Client Assets

Citfin keeps ~~the Client's~~ Clients' funds, including collateral, in Dedicated (Separate) Accounts with financial institutions in the ~~European Economic Area~~ EEA, separate from its own funds. ~~A~~The current list of Dedicated Accounts and financial institutions where Clients' Client funds are deposited in a given currency is available on Citfin's website. Citfin distinguishes at all times ~~the between~~ assets held for one Client ~~from the and~~ assets held for other Clients and keeps records of ~~the which~~ third-party ~~account in which each Client's~~ 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 ~~devaluation~~ impairment of Client the Client's assets, or rights associated with such assets ~~due to, as a result of~~ misuse of Client the Client's assets, fraud, mismanagement, inadequate record keeping or negligence.

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

- ~~Regular~~regular checks of the accounting ~~for exchange transactions of~~ Exchange Transactions;
- ~~Reconciling from a document~~reconciliation (confirmation of compliance) based on documents provided by third parties;
- ~~Reconciling from reconciliation based on an assessment based on of~~ the Client's instructions ~~to 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 ~~claim~~ pursuant to Section 41f of the Banking Act ~~are shall be~~ asserted by the Client against the relevant institution ~~that maintains~~ maintaining the account, and in the event of its failure, the Client ~~cannot may not~~ turn to Citfin, as this is a claim ~~receivable in respect of arising from~~ the Client's funds in ~~a an account under the~~ special regime ~~account~~ (i.e., where the funds of ~~more than one person several persons~~ are recorded in one account) representing a ~~claim from a deposit under a~~ special regime ~~deposit claim~~. In the event of ~~the~~ failure of such an institution, the Client ~~does is~~ not ~~have the~~ right ~~entitled~~ to demand the release of funds from Citfin. ~~Citfin will, however, provide the Client with necessary cooperation.~~

Conflict

22.1223.12 Conflicts of Interest

~~In order as much as possible to prevent~~With an aim

to avoid conflicts of interest to the highest degree possible, Citfin has ~~established~~ set up a multi-level organisational structure with an ~~appropriate~~ adequate division of responsibilities ~~and. It has also has~~ adopted ~~other implemented further~~ organisational measures.

If a conflict of interest cannot be ~~avoided by prevented~~ using the ~~above~~ aforementioned mechanisms, Citfin ~~shall inform will notify~~ the Client of the nature ~~of and~~ source of the ~~given~~ conflict of interest. In ~~the event of a case where~~ an unavoidable conflict between the Client's Client's interests and Citfin's interests, ~~those of Citfin shall always~~ arises, Citfin will also give ~~priority preference~~ to the Client's Client's interests over its own ~~interests~~. If there is, ~~Provided~~ an unavoidable conflict of interest ~~arises between Clients~~ Citfin clients, Citfin will ~~ensure that see to the proper treatment of all Clients are treated fairly. Upon. At the Client's 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., Glossary~~

~~Current Market Value~~ on International Cooperation in Tax Administration, as amended.

~~Alternative verification~~ means verifying the Client by means of ~~an Open Futures Trade~~ 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 ~~calculated as the Exchange Volume reassessed~~ 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 ~~current exchange rate on the interbank market 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.~~

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

~~Exchange Trade Settlement Bank Accounts~~ 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 ~~Trades~~Transactions. A list of the ~~Client's~~these ~~Client~~ bank accounts held with financial institutions is ~~specified~~provided in the Framework Agreement. Citfin is entitled to request confirmation proving the ~~truthfulness~~accuracy of the Client's ~~declaration~~statement of account ownership.

Banking Act (ZOB) means Act No. 21/1992 Coll., **BankServis** is Citfin's Internet banking service.

Total Current Market Value of Open Futures is calculated as the sum of all Current Market Values from each single Client's individual Open Futures. The Total Current Market Value of Open Futures is calculated in CZK, the values held in foreign currencies are converted into CZK at the current market rate on the interbank market.

Total Potential Profit is calculated as the sum of all Potential Profits from each single Client's Open Futures. The Total Potential Profit is calculated in CZK, the values held in foreign currencies are converted into CZK at the current market rate on the interbank market.

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 is an instrument that enablesmeans a tool enabling the Client to use selected Third Party Services based on the Client's ~~authorized~~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, Company ID: No.: 257 83 301, with its registered office at Bucharova 1423/6b, Prague 5, Radlická 751/113e, entered 13, registered in the Commercial Register of maintained by the Municipal Court in Prague under File no file No. Dr 4607.

CNB is the Czech National Bank that acts as a supervisory authority over to Citfin's activities in the area of investment and payment services. The registered office of the Czech National Bank is at Na Příkopě 28, Prague 1, 110 00.

Derivative Contract refers to a contract the subject of trade of which is a financial instrument specified in Section C, points 4 to 10 of Annex I to Directive 2014/65/EU.

Foreign Currencies are funds in a foreign currency.

Additional Deposit is an a Deposit topped up by the Client at Citfin's request if the percentage of coverage of Open Futures transactions falls to or below the value specified in the Framework Agreement as the Coverage Limit.

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

EMIR is the Regulation No. 648/2012 of the European Parliament and the EU Council on OTC derivatives, central counterparties and trade repositories, as amended and supplemented, which applies to participants in Derivative Contracts. Options for accessing EMIR-related regulations are listed at www.citfin.cz.

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

Client means any person who has the meaning specified in the concluded a Framework Agreement.

Currency Forward is buying or selling Foreign Currencies at an exchange rate fixed by agreement, with the Future Trade settlement taking place at an agreed time (at the earliest in two days and at the latest in one year).

Forward Points reflect the difference between the Exchange Spot Rate with a settlement date two business days after the negotiation of the Exchange Trade and the Exchange Rate agreed for a specific Exchange Trade with a different settlement date. Their main component is the difference between the interest rate values of the currencies being exchanged, with Forward Points being generally quoted on the markets.

Coverage Limit on the Current Market Value of Open Futures is a percentage defined in the Framework Agreement, which determines the Client's obligation to transfer the Additional Deposit to the Client Payment Account.

IBAN is an international standardised form of account number which has been created in cooperation with the European Banking Standards Committee (and which allows the unambiguous identification of the account, country and credit institution of the Payee in the case of cross border transfers).

Insolvency Act refers to Act No. 102/2006 Coll., on Bankruptcy and Methods of its Resolution (Insolvency Act), as amended; in the case of a general reference to the Insolvency Act, then also any legal regulation governing bankruptcy and methods of its resolution or any other legal regulation affecting the rights of creditors, as well as any foreign legal regulation similar to the Insolvency Act.

Client is any person or legal entity that has entered into a Framework Agreement with Citfin. The Client is also ~~includes~~understood to mean the Authorised

Person, as appropriate.

The **Client API** is an application interface for processing Payment Transactions and providing information on all ~~activities~~ movements on the ~~Client Payment Account~~ CPA made by the Client through Citfin. It is a one-way flow of information ~~towards~~ 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 ~~is defined as a~~ means written confirmation of ~~an~~ Foreign Exchange Trade Transaction that has been ~~concluded via~~ negotiated through the Dealing Department or ~~the Bank Service application~~ Internet Banking.

Correspondent Bank ~~is bank~~ means a credit institution through which Citfin ~~arranges for the execution of~~ 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 ~~scope~~ Client with his Client Assets, which Citfin maintains in agreed currencies for the Client in its records separately from the records of its competence 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.

Alternative Verification ~~means the verification of the Client's identity by means of a series of additional questions to which only the Client or an Authorised Person may know the answer.~~

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** ~~is means~~ the type and amount of currency to be exchanged within ~~an~~ the Exchange Trade 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** means a Payment Transaction is a payment transaction in which funds are debited from the Client's Payment Account who is Client's payment account, with the Payer Client acting as the payer in relation to such Payment Transaction payment transaction.

Option The Payer is a contract between the Client and Citfin under which the Client has the right user from whose CPA funds are to purchase or sell Foreign Currencies at a fixed exchange rate within a predetermined period of time.

Authorised Person is a natural person authorised to act for the Client be debited on the basis of a legal representation or power of attorney in accordance with the scope specified in Annex 1 of the Framework Agreement. Authorisation is evidenced by a written power of attorney for a given legal action with officially certified signatures of the members (or member) of the statutory body 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 for the negotiation of an Exchange Trade such as a Spot Trade which is automatically executed when a pre-agreed exchange rate is reached to the provider by which the payer or payee requests the execution of a payment transaction.

Open Futures Trade is a duly negotiated and pending Futures Trade arranged between the Client and Citfin.

Authentication Code is a numeric code delivered in an SMS sent to the mobile phone number specified in Annex 1 of the Framework Agreement or a Token Code generated via a Token device. This is a one-time code that cannot be used repeatedly and has a limited validity.

Authentication device is a registered mobile number or Token device). The Registered Mobile Number or Token Device Registration Number are set out in Annex 1 of the Framework Agreement.

Civil Code Payment Systems/Services Act (ZPS) refers to Act No. 89/2012370/2017 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 enables allows the Client to learn about his/her check their CPA balance on the Account and to submit Payment Orders by phone/telephone.

Payer/The Price List means Citfin's current Price List, which sets out, in particular, the User from whose Account funds are to be debited fees for the execution of a Payment Transaction payment services provided on the basis of a Payment Order or who makes funds available for the execution of a Payment Transaction.

Payment Order is an instruction to the Provider by which the Payer or Payee requests the execution of a Payment Transaction.

Payment Transaction is the transfer and receipt of Client's funds in domestic or foreign currency from/to other bank accounts.

Initial Deposit refers to a Deposit intended to cover the negative value of the Potential Profit of an Open Futures Trade.

Potential Profit from an Open Futures Trade is calculated as the difference partial agreements concluded between the Exchange Volume, i.e., the value of the Open Futures Trade at the time of the trade and the Current Market Value of the Open Futures Trade including Forward Points. The Potential Profit may have either a positive or negative value, depending on the development of the exchange rate and the Forward Points. Client and Citfin.

Percentage Coverage of Open Futures is calculated as a quotient whose numerator is equal to the sum of the Deposit and the Total Potential Profit minus the sum of the absolute values of all negative balances on the Client Payment Account and The Recipient (Beneficiary) is understood to be the user to whose denominator is equal to the Total Current Market Value of Open Futures.

Incoming Payment Transaction is a Payment Transaction in which funds are credited to the Client Payment Account who is the Payee in relation to such Payment Transaction.

Payee refers to the user to whose account the funds should CPA funds are to be credited based on the basis of a Payment Order or to whom the funds should are to be made available based on the basis of a Payment Order.

Client Payment Account is a separate account maintained by Citfin for the Client and used for the execution of Payment Transactions / Exchange Trades by Citfin as instructed by the Client and for

the recording of such Payment Transactions / Exchange Trades.

Framework Agreement is the contract between the Client and Citfin that governs the terms and conditions for the performance of individual Services.

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

Separate Account is Citfin's current account for Replenishment value of collateral means the execution of Payment Transactions / Exchange Trades between value of collateral replenished by the Client and Citfin.

Rate Schedule refers to at the current Citfin schedule of fees, which sets out, in particular, the amount request of fees for the payment services provided under the sub-contracts concluded between the Client and Citfin.

Citfin API Service allows Citfin pursuant to Article 11.5. a Client to instruct a Third party to instruct Citfin to implement the following Third party services:).

- a) Indirect payment orders,
- b) Information about the Client Payment Account, and
- c) Querying the balance in the Client Payment Account.

Payment Account Information Service is the service provided by a Third Party consisting in communicating a Client Payment Account related information as part of the Citfin API service.

Indirect Payment Order Service is the service provided by a Third Party consisting in submitting a Payment Order to transfer funds from the Client Payment Account on behalf of the Client (Payer), as part of the Citfin API service.

The **Client API Service** allows the Client to access information on all activities and movements in the Client Payment Account made by the Client through Citfin.

The **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 of Services is specified in the Framework Agreement.

Exchange Trade refers to Futures and Spot Trades, incl. Order.

Spot-The Spot Rate is the exchange rate valid at the time the Exchange Trade/exchange transaction is

agreed.

A Spot trade Transaction is the purchase or sale of ~~Foreign Currencies~~ a foreign currency at ~~the~~ current fixed ~~Spot Exchange Rates~~ spot rate.

Currency swap A **Swap** is ~~selling the sale or buying purchase of~~ one currency in exchange for another ~~and subsequently repurchasing currency with its subsequent repurchase or reselling its sale~~ after a certain period of time at ~~an exchange rate a pre-agreed beforehand rate~~. A **Swap** is used ~~in a situation where I need to overcome a temporary replace~~ liquidity ~~shortage~~ in one currency while ~~simultaneously creating a with~~ liquidity surplus 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 ~~is an acronym~~ stands for ~~the~~ Society for Worldwide Interbank Financial Telecommunication. It is used for interbank electronic communication and payment transactions.

Futures are Forwards, Swaps and Options.

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 ~~on~~ in the Authorised ~~Person's~~ Person's device used to secure access to the ~~Client Payment Account~~ CPA when calling ~~the BankServis~~ 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 ~~Payment Account~~ are deducted, in Czech crowns according to the current market exchange rate.

Durable Data Medium is any instrument that allows information to be stored and retained, in a way suitable for future use, for a period of time appropriate to its purpose and that allows the reproduction of the stored information in an unaltered state. Citfin considers a Durable Data Medium to be primarily the storage of messages in the BankServis application, the email address designated by the Client in the contractual documentation or documents in paper form, as well as any other forms of media and communication techniques that legislation and/or case law will consider to be permanent data (information) carriers.

Third party is a payment service provider other than Citfin, i.e., the provider of the Payment Account Information Service and/or the Indirect Payment Order Service.

GBT means the currently valid version of the General Business Terms of Citfin that govern the contractual relationships between the Client and Citfin for all the provided products for which the Client has opted. The General Business Terms are an integral part of the Framework Agreement.

The meaning of **Secured Debts** is specified in the Framework Agreement.

The Client's **Deposit** for the settlement of Futures shall be calculated as the sum of all funds deposited by the Client in the Client Payment Account as Initial Deposit and Additional Deposit to cover Open Futures. The Total Deposit is calculated in CZK, the values held in foreign currencies are converted into CZK at the current market rate on the interbank market.

Law on Financial Collateral refers to Act No. **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.

~~400/2010 Coll., as amended.~~

Act on International Cooperation in Tax Administration refers to Act No. ~~464/2013 Coll., as amended.~~

Banking Act refers to Act No. ~~21/1992 Coll., as amended.~~

Capital Market Act refers to Act No. 256/2004 Coll., as amended.

Payment Systems Act refers to Act No. 370/2017 Sb., as amended.

Final Provisions

24.1 ~~If the Client's data or other information contained in the contract changes, 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 immediately notify Citfin of such changes without delay. Changes to the Client's identification and contact details, bank accounts, Bank Accounts for settling the settlement of Exchange Trades Transactions, Authorised Persons and, registered telephone number, and Registered registered email address shall be notified via using the Change Notification Form annexed to the GBT change notification form or the Client's Client onboarding web interface. Changes The Client shall notify changes to other data and declarations shall be notified by the Client in a the format resulting from required by the change. Notification in question. Notifications of changes must be signed by Authorised Persons and delivered to Citfin.~~

24.2 ~~The Framework Agreement shall be is governed by the laws statutes of the Czech Republic. Any All disputes between the Parties contracting parties arising out of or in connection with from the Framework Agreement shall or related thereto will first be resolved, if possible, amicably in the first place. In the event of dissatisfaction by amicable agreement. If a party is not satisfied with the resolution of a complaint or claim~~

~~Annex 4 to the GBT:~~

~~relating return related to the Services, the Client is entitled authorised to submit file a complaint with the Czech National Bank. If an amicable solution is not reached, resolution cannot be achieved, resolution of eventual disputes will go before the ordinary civil courts of the Czech Republic shall have jurisdiction to resolve any disputes. The Contracting Parties agree have agreed that in the event of case a dispute between the Client as an entrepreneur a business and Citfin, the local relevant court of competent will be that holding jurisdiction shall be based on the court corresponding to the address of Citfin's registered office of Citfin offices (headquarters).~~

24.3 An integral part of these ~~GBT are:~~ GTC is

~~Annex 1: No. 1 – the Fee Schedule for Citfin FT Rate Schedule – Finanční trhy, a.s.~~

~~Annex 2: Citfin Complaints Procedure~~

~~Annex 3: Technical Information~~

~~Annex 4: Change Notification Form~~

24.4 These ~~GBT~~ GTC are valid as of December 01, ~~2024~~ 2025.

Change Notification ~~Form~~ Forms

1. Client ~~identification~~ Identification and ~~communication channels~~ Communication Channels:

Client:
Registered office: Headquartered at:
Company Org. ID: No.:
Tax ID: No.:
Tax residence Residence:
The VAT payer: Yes / No
Taxpayer Identification Tax ID Number (US / TIN):
The main subject of Main activities:
Countries where you have a branch(es) branches and / or the country of the parent company:
Postal address:
Phone:
Email:
Website www:
LEI number:

2. Bank Accounts for ~~Settlement of Client's Currency~~ Settling Client Exchange ~~Trades~~ Transactions:

Account currency	Account number:	IBAN:	Country of the Bank: country (location):	Bank name:

3. Online Exchange:

YES x NO

4. ~~Statutory representatives~~ **Representatives** and ~~persons authorised~~ **Persons Authorised to act for** ~~Act on the Client's Behalf~~ **(Authorised Persons):**

Person:

Name and surname Surname:
Position: Person's Function/Role:
Permanent residence Address:
Birth certificate number: Civil ID No.:
Date of birth Birth:
Sex Gender:
Registered email Email:

Authorised persons and consents	
Person signing the Framework Agreement:	Yes / No
Authority to enter into Currency Exchange Trades at the Dealing Department	Yes / No
Authority to communicate electronically	Active / Passive / Active right with limitation of 2 signatures
Mobile phone registration number:	

Authorised Persons and Agreement:

5. ~~Inactive~~ **statutory body without authority:**

Name and surname: Person Signing the Framework Agreement	Yes / No
Permanent residence: Right to Conclude Exchange Transactions via the Dealing Desk	Yes / No
Birth certificate number: Authorised for Electronic Communications	Active / Passive / Active with Dual-Sign Authentication
Date of birth: Reg. Cell/Mobile Number:	
Sex:	

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 Exposed Person:		U.S. residence permit holder Bearer of Residency Permit for the USA / Green Card	
Country of tax residence Tax Residence:		Other countries of residence Countries Resided In:	
All tax residencies Tax Residences:			

6. Information on Beneficial owner information Owners

Name and surname Surname:			
Permanent residence Residence:			
Birth certificate number Civil ID Number:			
Date of birth Birth:			
Sex Gender:			
Nationality:		City and Country of Birth:	
Politically exposed person Exposed Person:		U.S. residence permit holder Bearer of Residency Permit for the USA / Green Card	
Country of tax residence Tax Residence:		Other countries of residence Countries Resided In:	
All tax residencies Tax Residences:			

Place:.....Date:.....

.....
Client

Authorised person In, dated

[Client](#)

[Authorised Person](#)