

## INVESTMENT SERVICES TERMS AND CONDITIONS of PPF banka a.s.

With the registered office at Prague 6, Evropská 2690/17, post code: 160 41,  
Company identification No.: 47116129  
Registered at the Commercial Register maintained with  
the Municipal Court in Prague, Section B, Insert 1834

### 1. General Information

- 1.1. These Investment Services Terms and Conditions regulate the provision of services by the Securities Dealer, in particular the Provision of Transactions in Investment Instruments, execution of the Settlement of Transactions in Investment Instruments, providing for the Administration of Securities, Safekeeping of Securities as well as Provision of Transactions at foreign Trading Venues where the Securities Dealer executes, directly or indirectly, its transactions, at the Trading Venues in the Czech Republic, including markets operated by the PSE, and at RMS, all this in accordance with a relevant Client Agreement.
- 1.2. Provision of Transactions in Investment Instruments, Settlement of Transactions in Investment Instruments, provision for the Administration of Securities and/or Safekeeping of Securities by the Securities Dealer on the Client's account may be carried out exclusively on the basis of a valid and effective Client Agreement.
- 1.3. The relations between the Client and the Securities Dealer not regulated by an applicable Client Agreement or by these Investment Services Terms and Conditions shall be governed by the laws of the Czech Republic, particularly by the applicable provisions of the Securities Act, the Act on Undertaking on Capital Market and the Commercial Code. Where the dispositive provisions of the legal regulations are in conflict with the provably established practice and usage on the relevant financial markets, preference shall be given to such practice and usage. For the avoidance of doubts it is stated that the provisions of the Client Agreement and these Investment Services Terms and Conditions shall prevail over such established practice and usage.
- 1.4. The Client Agreement shall be signed by the Client at the presence of the Securities Dealer's authorized employee who shall verify the Client's identity according to Client's identity card or another document proving the Client's identity. Where the execution of the Client Agreement is made at a distance or where stipulated by applicable legal regulations or rules of trading at a given market, the signature of the Client on the original Client Agreement must be authenticated. The authentication of the Client's signature on the original of the Client Agreement or granting of a special power of attorney may be required by the Securities Dealer also for the purposes of the Settlement of Transaction in Investment Instruments registered with PSC or possibly by Another Depository.
- 1.5. The Client Agreement may be executed also by a person acting on behalf of the Client on the ground of a power of attorney containing authenticated signatures. In such case, the original of the power of attorney shall become an integral part of the Client Agreement and shall be deposited with the Securities Dealer. The scope of the orders executed and services provided shall be limited by the scope of the authorization granted in the relevant power of attorney.

- 1.6. The Securities Dealer shall have the right to refuse to enter into the Client Agreement should the Client fail to provide necessary assistance or information needed for the Settlement of Transaction which is the subject of Provision of Transaction, such as information on the Client's account opened with the PSC or Another Depository. If the Client does not have an account opened with the PSC or Another Depository, it may ask the Securities Dealer to open such account in the Client's name.
- 1.7. The Securities Dealer shall Provide Transaction upon Order given by the Client in accordance with the Client Agreement and these Investment Services Terms and Conditions.
- 1.8. The Client shall have the right to be informed, before giving an Order to Provide Purchase or Sale of Investment Instrument and upon the Client's request, on the current price of the Investment Instrument on the relevant regulated market and to receive other information about the Investment Instrument in respect of such Order.
- 1.9. Prior to the execution of the Client Agreement, the Securities Dealer shall inform its Clients about the risks coming along with the use of investment services and with investing into Investment Instruments and about the possible decrement in the value of the Investment Instruments on the markets. The Securities Dealer shall in particular warn the Clients that the development of the value of an Investment Instrument in the past does not guarantee the same or similar development of the value of the Investment Instrument in future. The Securities Dealer shall in no way be liable for the losses caused by the change in the value of an Investment Instrument or by breach of an obligation by any person directly or indirectly bound under the Investment Instrument. Prior to the execution of the Client Agreement, the Securities Dealer shall also inform the Client about its Client Classification Rules, Client Order Execution Policy, Client's Assets Handling Policy, Conflict of Interest Policy as well as about the Securities Dealer itself, the Securities Dealer's Supervisory Authority which is the Czech National Bank and on the provided or requested service.
- 1.10. The Securities Dealer shall have the right to refuse to enter into the Client Agreement should the Client fail to provide information necessary for the Securities Dealer to be able to classify the Client in accordance with Act on Undertaking on Capital Market and shall have the right to refuse to recommend a transaction, service, Investment Instrument or to execute a Client Order should the Client refuse to provide the Securities Dealer with information on the Client's economic situation, experience in the area of investments into Investing Instruments and its objectives to be achieved by way of Provision of Transactions or provide false, incomplete or inaccurate information.

## **2. Trading Venues**

- 2.1. The Securities Dealer shall Provide Transactions at selected Czech or foreign Trading Venues, in particular on the Regulated Markets. The list of the Trading Venues is available at the Securities Dealer's website — [www.ppfbanka.cz](http://www.ppfbanka.cz).
- 2.2. Trading and settlement at the individual Trading Venues shall proceed according to the rules of the respective Trading Venues.

### 3. Orders

- 3.1. When providing a transaction under the Client Agreement, the Securities Dealer shall proceed according to Orders which can be classified as the Orders to provide Purchase or Sale of Investment Instrument and the Instructions to Settlement, hereinafter referred to jointly as the “Order”.
- 3.2. The minimum requirements for the Order to provide Purchase or Sale of Investment Instrument:
- a) Identification of the Client (business name/ name/ first name and surname, company identification No./ birth certificate No., Authorized Person);
  - b) type of order (transaction, buy and sell, repo, loan, transfer, other);
  - c) direction of the transaction (i.e. specification whether the Client is the purchaser or the seller, or the creditor or the debtor under a loan of Investment Instruments, etc.);
  - d) ISIN or another identification of the Investment Instrument to which the Order to Provide Purchase or Sale of Investment Instrument applies;
  - e) number of pieces of the Investment Instrument in question;
  - f) price for the Investment Instruments in question or the value of the Investment Instruments for the purposes of the loan of Investment Instruments or a repo transaction or for the purposes of settlement of the relevant transaction, where this price of the Investment Instruments in question may be determined as a fixed amount or as a limit order specifying conditions for actions of the Securities Dealer (e.g. “as best as possible” or “stop loss order”, etc.);
  - g) specification of the Trading Venue where the Order to Provide Purchase or Sale of Investment Instrument is to be executed by the Securities Dealer;
  - h) specification of the period of validity of the Order to Provide Purchase or Sale of Investment Instrument which shall not exceed 30 days, unless agreed otherwise between the Securities Dealer and the Client;
  - i) date and time when the Order to Provide Purchase or Sale of Investment Instrument is given by the Client;
  - j) method of settlement of a transaction where the Client requires a method of settlement other than as agreed in the Client Agreement;
  - k) signature of the Client or its Authorized Person, as the case may be, in accordance with the applicable provisions of the Client Agreement where the Order to Provide Purchase or Sale of Investment Instrument is given in writing.
- 3.3. Minimum requirements for the Instruction to Settlement:
- a) Identification of the Client (business name/ name/ first name and surname, company identification No./ birth certificate No., Authorized Person);
  - b) transaction direction (purchase/sale);
  - c) method of transaction settlement (delivery versus payment, delivery free of payment);

- d) ISIN (or another identification of the Investment Instrument to which the Instruction to Settlement applies), name of the issue of the Investment Instrument;
  - e) number of pieces of the Investment Instrument in question (or volume in the nominal value);
  - f) currency;
  - g) price for the Investment Instruments in question (price per piece, in case of bonds expressed in % of the nominal value);
  - h) total price, including aliquot interest yield;
  - i) designation of the Settlement System, Trading Venue where the transaction is to be settled;
  - j) Client Bank Account to which the Investment Instrument transaction is to be cleared where the Client requires a method other than as agreed in the Client Agreement or herein;
  - k) date and time of entering into the transaction, execution date, settlement date;
  - l) specification of the counterparty (name/business name, birth certificate No./company identification No., address/registered office), the Securities Dealer of the counterparty (business name, company identification No.);
  - m) date and time the Instruction to Settlement is given by the Client;
  - n) signature of the Client or its Authorized Person, as the case may be, in accordance with the applicable provisions of the Client Agreement where the Instruction to Settlement is given in writing.
- 3.4. When giving orders, the Client shall proceed as stipulated in Article 5 (“Method of Communication”) hereof. The only person authorized to give orders on behalf of the Client is the Authorized Person specified in an annex to the relevant Client Agreement.
- 3.5. The Client shall be entitled to propose (in the same manner as in giving Orders) the time when a specific Order is to be settled. If the time for settlement proposed by the Client is different from the usual settlement time according to the rules of the individual Trading Venues (such as the PSE Rules, RMS Trading Rules etc.), the Client’s proposal of the time for settlement is subject to approval by a relevant employee (broker) of the Securities Dealer.
- 3.6. The Securities Dealer may refuse to execute a Client Order or refuse to accept a Client Order if:
- (a) the Securities Dealer assesses the Order as inappropriate for the Client, based on the information provided by the Client in the Investment Questionnaire and with respect to the nature of the Investment Service or the Investment Instrument requested by the Client;
  - (b) the Order is incomplete, incorrect, indefinite or unclear;
  - (c) the Securities Dealer is in doubt whether the Order was given by the Authorized Person;
  - (d) a conflict of interest may arise between the Securities Dealer and the Client or between the Client and another of the Securities Dealer’s Clients.

- (e) the provision of the service might result in market abuse (e.g. market manipulation) or in disrupting market transparency;
  - (f) the Securities Dealer has a reason to suspect that the Investment Instruments or Securities to which the Order applies are the object of criminal activities;
  - (g) the Securities Dealer is not able (in its reasonable opinion) to ensure that the service will be provided with professional care or such service involves inappropriately high costs that are not covered within the standard Remuneration according to the respective Client Agreement;
  - (h) there are other serious reasons for which the service requested may not be provided and the contracting parties fail to agree otherwise.
- 3.7. The Securities Dealer shall be obliged to refuse to execute a Client Order or refuse to accept a Client Order if it assesses the Order as unsuitable for the Client, based on the information provided by the Client in the Investment Questionnaire and with respect to the nature of the Investment Service or the Investment Instrument required;
- 3.8. The Securities Dealer shall be obliged to take care not to cause any damage to the Client by refusing an Order. The Securities Dealer shall be obliged to notify the Client of its refusal to execute or accept an Order without undue delay. An Order refused shall be regarded as not given.
- 3.9. The periods for giving Orders and for the handover of clearings shall be governed by the conditions of the individual Trading Venues and the limitations stipulated herein.
- 3.10. Where required by the nature of the Order to Provide Purchase or Sale of Investment Instrument, the Order to Provide Purchase or Sale of Investment Instrument shall be executed on market only after the identity of the Client and its rights to dispose of the corresponding Investment Instruments in the PSC or Another Depository have been verified. The period of validity of the Order to Provide Purchase or Sale of Investment Instrument shall include this time as well.
- 3.11. The Securities Dealer shall execute Client Order in accordance with the Execution Policy attached hereto as an annex.
- 3.12. Where an Order to Provide Purchase or Sale of Investment Instrument is executed at a Trading Venue, the required volume of purchased or sold Investment Instruments is regarded as a limit volume and the volume actually bought or sold depends on the current conditions prevailing on a given market.
- 3.13. For the period of effectiveness of an Order, the Client grants the Securities Dealer exclusive rights of disposal over the Investment Instruments involved in the transaction provided. In respect of the Securities registered with the PSC, the Client in particular authorizes the Securities Dealer to register the Suspension of Right in the Securities Dealer's favor for an indefinite period of time. Should an Order be not fully satisfied for any reason whatsoever, the Suspension of Right shall continue to be registered with the PSC in Securities Dealer's favor for the purposes of executing further Orders. The Client hereby agrees for the Suspension of Right to book-entry Securities registered with the PSC the purchase of which under the Client Agreement is executed by the Securities Dealer via the PSE and UNIVYC to remain registered with the PSC in favor of the Securities Dealer for an indefinite period of time. The order to

cancel the Suspension of Right to all the Client's Investment Instruments to which this Suspension of Right in favor of the Securities Dealer was set up may be filed by the Securities Dealer upon Client's written application or the Client's application sent by electronic mail after the settlement of all obligations towards the Securities Dealer or in case of termination of the Client Agreement, whichever of these circumstances is later, unless agreed otherwise.

- 3.14. In case the Client decides to modify or cancel an Order already given, the Securities Dealer shall enable the Client do so provided that this Order has not been executed yet or no irretrievable measures leading to its execution have been taken.

#### **4. Settlement**

- 4.1 When Providing Transaction that gives rise to the obligation of the Client to acquire the Investment Instruments in question from a third party (i.e. in particular the purchase of Investment Instruments or accepting a loan of Investment Instruments), the Securities Dealer shall have the right to transfer the Investment Instruments, involved in the transaction provided under the corresponding Order, at first to itself (i.e. in case of book-entry Investment Instruments at first to its Investment Instruments account with the PSC or Another Depository, as the case may be) and shall transfer these Investment Instruments to the Client (i.e. in case of book-entry Investment Instruments to the Client's Investment Instruments account with the PSC or Another Depository, as the case may be) only after the final settlement of the corresponding Order.
- 4.2 When Providing Transaction that gives rise to the obligation of the Client to transfer the Investment Instruments in question to a third party (i.e. in particular the sale of Investment Instruments or the provision of loan of Investment Instruments), the Securities Dealer shall have the right to transfer the Investment Instruments in question at first to itself (i.e. in case of book-entry Securities to its Investment Instrument account with the PSC or Another Depository, as the case may be). The funds received in connection with the sale of Client's Investment Instruments shall be credited to the Client Bank Account, the SCA or the Trading Bank Account.
- 4.3 The Securities Dealer shall inform the Client on the execution of an Order as well as on the state of an Order that has not been executed completely yet in a one of the ways or in a combination of ways of communication defined in Section 5.3 hereof. The notice on the result of the execution of an Order shall always contain at least information on the time of the execution of the Order, the name, number of pieces and price of the Investment Instruments involved in the transaction provided under the relevant Order.
- 4.4 The payment of Client's funds shall be made by the Securities Dealer on the basis of and in accordance with an order, the Client Agreement and these Investment Services Terms and Conditions by way of transfer to the Client Bank Account, the SCA or the Trading Bank Account. The Securities Dealer shall be obliged to transfer the Client's funds entrusted to the Securities Dealer upon the Client's order to the Client Bank Account at the latest within 3 Business Days from the day on which all the obligations of the Client towards the Securities Dealer have been settled. Where such order is not given by the Client, it shall be assumed that the Client's funds are kept on the SCA or the

Trading Bank Account after the settlement of the transaction. The Securities Dealer shall be obliged to notify the Client without undue delay in a way set out herein on the impossibility to execute the Client's order to payment of funds in the above-mentioned manner for lack of funds on the Trading Bank Account or the SCA or for other reasons.

- 4.5 When Providing Transaction that gives rise to the Client's obligation to pay the purchase price for the Investment Instruments, the reward/interest for the loan of Investment Instruments or an obligation to another financial performance, including the obligation to pay to the Securities Dealer the Consideration as defined in the Client Agreement, the Client shall be obliged to carry out the payment of such financial obligation to the Securities Dealer either on the date specified by the rules of a given Trading Venue, or on the date specified by the terms and conditions of a given Settlement System, however, not later than on the day of the Settlement of Transaction, to do so by way of wired transfer to the Securities Dealer Bank Account specified by the Securities Dealer in accordance herewith and with the Client Agreement. This obligation of the Client shall become fulfilled upon crediting the financial sum corresponding to the amount of the financial obligation to the account of the Securities Dealer.
- 4.6 The Securities Dealer may require at the time of the accepting of an Order, however, at the latest one day before Provision of Transaction, that the Client provides an advance payment for the settlement of the financial obligations according to Section 4.5 hereof, however at the maximum in the amount of the purchase price of the Investment Instruments involved in the transaction provided under the Client Order (or, as the case may be, in the amount of estimated purchase price in case of advance paid prior to giving Order to Provide Purchase or Sale of Investment Instrument, if the purchase price is not known at that time; this estimated purchase price shall be calculated using the latest market price of the Investment Instruments involved in the transaction solicited under the Client Order to Provide Purchase or Sale of Investment Instrument that was achieved at the relevant Trading Venue where the Investment Instrument is to be purchased) increased by the amount of the Consideration for the Securities Dealer.
- 4.7 Provision of the advance for Provision of Transaction in pursuance of the previous paragraph shall not be required where the Trading Bank Account or the SCA contains, on the day on which the advance is to be paid, funds in a sufficient volume from which the Securities Dealer may draw the sum corresponding to the advance (for which the Client grants its consent by signing the Client Agreement) and such drawing is not precluded by any factual or legal obstacles.
- 4.8 Order shall be invalidated and the Securities Dealer shall not be obliged to execute the Order if the Securities Dealer files in due and timely manner an order for the registration of the Suspension Right in the PSC and the service has not been performed for reasons beyond the Securities Dealer's control.
- 4.9 The Securities Dealer shall be entitled to draw the amounts of the Consideration connected with the Provision of Transaction under the relevant Client Order from the Trading Bank Account maintained with the Securities Dealer or from the SCA, for which the Client grants its consent by signing the Client Agreement, and this shall apply even if there is not a sufficient balance of finance on the Trading Bank Account (i.e. there is a debit balance on the Trading Bank Account which shall pay interests according to the latest List of charges and rates for deposits of the Securities Dealer).

- 4.10 The Client shall be obliged to identify all payments made in favor of the SCA with its birth certificate number or company identification number which it uses in communication with the bank as a variable symbol. Payments without such identification shall be collected on a nominee account of the Securities Dealer and shall be credited in favor of the Client to the SCA after submission of a bank statement confirming the payment of the sum in question, however, without any right to any interest for the period from the receipt of the payment to its crediting to the SCA.
- 4.11 The Client shall be obliged to identify all payments made by it in favor of the Securities Dealer Bank Account with its birth certificate number or company identification number which it uses in communication with the bank as a variable symbol. Payments without such identification shall be collected on a nominee account and shall be credited to the Securities Dealer Bank Account after submission of a bank statement confirming the payment of the sum in question. The obligation of the Client shall be deemed fulfilled upon the identification of the payment according to the previous sentence.
- 4.12 The Securities Dealer shall be obliged to constantly monitor the volume of the funds on the SCA and to give information to the Client, at any time on its request, on the amount of free balance.
- 4.13 In case of extinction of the Client Agreement, the Securities Dealer shall be obliged to transfer the Client's funds entrusted to it following Client's instructions from the SCA to the Client Bank Account or to another account announced by the Client at the latest within 3 Business Days from the day of the extinction of the Client Agreement or from the day on which all Client's obligations have been settled, whichever of these circumstances is later.

## **5. Methods of Communication**

- 5.1 The Client shall be obliged to communicate with the Securities Dealer within the full scope of the subject of performance of the Client Agreement in whichever of the ways described below the Client chooses:
- a) in person, at the address stated in the introductory provisions of the relevant Client Agreement or at another address of which the Securities Dealer notified the Client in writing (e.g. in the List of Authorized Persons of the Securities Dealer which constitutes an annex to the relevant Client Agreement); Order must be handed over in a written form and its acceptance must be confirmed on behalf of the Securities Dealer by the Authorized Person in accordance with the relevant annex of the Client Agreement;
  - b) by fax, after announcing in writing the fax number (e.g. in the List of Authorized Persons of the Securities Dealer) to be used in communication with the Securities Dealer;
  - c) by phone at the number announced by the Securities Dealer (e.g. in the List of Authorized Persons of the Securities Dealer which constitutes an annex to the relevant Client Agreement) after introducing himself by name and surname or a business name. A password may be required for verification of identity. The Client agrees that the phone calls may be recorded and such records may serve as evidence in case of a dispute between the parties;



- d) by registered letter to the address stated in the introductory provisions of the relevant Client Agreement or to another address of which the Securities Dealer notified the Client in writing (e.g. in the List of Authorized Persons of the Securities Dealer which constitutes an annex to the relevant Client Agreement);
- e) by means of the REUTERS or BLOOMBERG communication systems;
- f) by electronic mail;
- g) by SWIFT, if the Client is connected to this system;
- h) by courier (with confirmation of receipt).

Each written Order must be signed for the Client by an Authorized Person determined according to the relevant annex of the Client Agreement.

The contacts for communication in the above-specified methods are given in the List of Authorized Persons of the Client which constitutes an annex of the relevant Client Agreement.

- 5.2 The Client shall be entitled to choose for its communication with the Securities Dealer also a combination of the ways according to section 5.1 and in such case the time of delivery of an Order shall be the time of its first delivery. If an Order delivered to the Securities Dealer in several ways contains always different, contradictory information, the Securities Dealer shall clarify such discrepancies with the Client if it is still possible before start of Provision of Transaction based on such Order. Should such discrepancies be not eliminated before the beginning of the Provision of Transaction, the Securities Dealer shall not execute the Order. If the Client delivers an Order to the Securities Dealer in several ways and this Order contains always different, contradictory information and the Securities Dealer has already begun Provision of Transaction based on the Order that was delivered first and the Provision of Transaction may not be cancelled, the Securities Dealer shall have the right to accomplish this Provision of Transaction without being liable for the damage, if any, caused in consequence of the contradiction of Orders.
- 5.3 The Securities Dealer shall be obliged to communicate with the Client within the full scope of the subject of performance of the Client Agreement in whichever of the ways described below the Securities Dealer chooses:
- a) in person, at the address stated in the introductory provisions of the relevant Client Agreement or at another address of which the Client notified the Securities Dealer in writing (e.g. in the List of Authorized Persons of the Client which constitutes an annex to the relevant Client Agreement); in case of personal handover of the notice on the result of Provision of Transaction such notice must be handed over in a written form and its acceptance must be confirmed on behalf of the Client by an Authorized Person determined in accordance with the relevant annex of the Client Agreement;
  - b) by phone at the number announced by the Client (e.g. in the List of Authorized Persons of the Client which constitutes an annex to the relevant Client Agreement) after introducing himself by name and surname or the business name. A password may be required for verification of identity. The Client agrees that the phone calls may be recorded and such records may serve as evidence in case of a dispute between the parties;

- c) by fax, after announcing in writing the fax number (e.g. in the List of Authorized Persons of the Client which constitutes an annex to the relevant Client Agreement) to be used in communication with the Client;
- d) by registered letter to the address stated in the introductory provisions of the relevant Client Agreement or to another address of which the Client notified the Securities Dealer in writing (e.g. in the List of Authorized Persons of the Client which constitutes an annex to the relevant Client Agreement);
- e) by means of the REUTERS or BLOOMBERG communication systems;
- f) by electronic mail;
- g) by SWIFT, if the Client is connected to this system;
- h) by courier (with confirmation of receipt).

Each written notice must be signed for the Securities Dealer by an Authorized Person determined according to the relevant annex of the Client.

The contacts for communication in the above-specified methods are given in the List of Authorized Persons of the Securities Dealer which constitutes an annex of the relevant Client Agreement.

- 5.4 The Securities Dealer shall be entitled to choose for its communication with the Client also a combination of the ways according to section 5.3. If there is a contradiction in the contents of a notice handed over to the Client in several ways, decisive shall be that content which the Securities Dealer subsequently determines to the Client as correct.
- 5.5 For the purposes of telephone communication between the Client and the Securities Dealer, a password agreed between the respective Authorized Persons of the Securities Dealer and the Client may be required. Such password shall be announced by the Securities Dealer to the Client without undue delay after the signature of the Client Agreement in writing by means of a registered letter delivered to the attention of the Authorized Person of the Client. Changes of this password shall be made in the same manner upon mutual agreement. If a relevant password was not used within the communication between the Securities Dealer and the Client, it may be assumed that the communication did not proceed in due manner, which may not bring about the effects intended hereby of by the Client Agreement.
- 5.6 The Securities Dealer shall have the right (but not obligation) to verify with the Client the authenticity of any order in case of any doubts, either by phone or in another way, and not to follow any such order until its authenticity has been satisfactorily verified.
- 5.7 The Securities Dealer shall not be liable for mistakes or delays caused by transmission by means of fax, or if such transmission does not take place at all, for other consequences or damages caused by force majeure. The Client is aware that electronic communication by means of fax or electronic mail may result in the loss, destruction, incomplete or delayed delivery, unauthorized acquisition, use or abuse of the data transmitted. Therefore the Securities Dealer and the Client shall be obliged to proceed always in such manner to minimize the risk of such loss of data as much as possible.
- 5.8 Both contracting parties undertake to each other to take any and all measures necessary to ensure that the passwords used in mutual communication by

phone according to the previous sentence remain secret and may not be abused.

- 5.9 All notices, orders and communications sent in accordance with the relevant Client Agreement shall be deemed effectively delivered upon their factual delivery to the addressee with the proviso that an order or communication which is delivered after 16:30 Prague Local Time on any Business Day may be deemed by the addressee delivered at 9:00 of the immediately following Business Day.
- 5.10 The Securities Dealer undertakes to inform the Client without delay on the procedure and method of communication in case of a breakdown of the information system, the telecommunication devices and the recording devices used by the Securities Dealer.

## **6. Liability for Damage and Complaints**

- 6.1. Liability for damage shall be governed by the provisions of the Commercial Code.
- 6.2. Regardless of the other provisions hereof or the Client Agreement, the Securities Dealer shall in no way be liable for:
- a) the loss of value of purchased or otherwise acquired Investment Instruments;
  - b) non-execution or incomplete execution of a given Order, if the Securities Dealer during Provision of Transaction under such Order has fulfilled its obligations;
  - c) errors made in settlement of transactions or dismissals of bank transfers caused by erroneous or inaccurate information provided by the Client, Authorized Person of the Client or any other third party;
  - d) breach of obligation by any person bound in relation to an Investment Instrument;
  - e) damage arising in consequence of any circumstance or event beyond the Securities Dealer's control (in particular for the failure of a system supporting the functioning of a given market, the PSE, RMS, UNIVYC, the Czech National Bank, the PSC, Another Depository or for other unavoidable circumstances).
- 6.3. The procedure for dealing with eventual complaints in relation to the Investment Services provided by the Securities Dealer is governed by the Securities Dealer's Complaints Policy which is published at the Securities Dealer's website — [ww.ppfbanka.cz](http://ww.ppfbanka.cz).
- 6.4. The Securities Dealer hereby informs the Client on the possibility to file a complaint against the Securities Dealer with a competent Supervisory Authority or the PSE or another operator of the relevant Regulated Market.

## **7. Personal Data**

- 7.1 The Securities Dealer, as a bank within the meaning of the valid laws of the Czech Republic, shall be obliged for the purposes of bank transactions and the investment services provided to collect and process personal data, including data about natural persons, in accordance with Act on Undertaking on Capital Market or with other valid legal regulations of the Czech Republic, as the case

may be, that are necessary for the bank transaction and investment services to be performed without inadequate legal and material risks for the Securities Dealer.

- 7.2 Pursuant to the provisions of the Personal Data Protection Act, the Client shall have the right to ask for information regarding the processing of its personal data by the Securities Dealer. The Securities Dealer shall have the right to require for the provision of such information a reasonable consideration not exceeding the costs necessary for the provision of such information. The Securities Dealer, as a bank, shall have the right to collect data about third parties, in particular in pursuance of § 38a (1) and (2) of the Act on Banks.
- 7.3 Should the Client find out or believe that the Securities Dealer, as an administrator of personal data, processes its personal data in a way which is contrary to the law, particularly if the personal data are inaccurate with respect to the purpose of their processing, the Client may ask the Securities Dealer to provide explanation or to require that the Securities Dealer rectifies the existing defective state. If the Securities Dealer does not satisfy such Client's request, the Client may address the Office for Personal Data Protection with his/her complaints. The above-described procedure does not rule out the possibility for the Client to refer such matter to the competent Supervisory Authority.
- 7.4 Where any performance under the Client Agreement is not considered as a bank transaction and the Securities Dealer collects and processes personal data of the Client or the Client's employees and Authorized Persons for the purposes of the fulfillment of its obligations arising to it under such performance or for the purpose of protecting its rights arising from the Client Agreement, the Client confirms by the signature of the Client Agreement that it agrees with such collection and processing of these personal data for the mentioned purposes, or where so required by generally binding regulations, it has obtained approvals for such collection and processing for the mentioned purposes from its employees or Authorized Persons in the scope required by applicable legal regulations and shall substantiate such approval upon request. Such approval is valid and effective only for the duration of the relevant Client Agreement and the Securities Dealer shall be obliged to destroy the relevant personal data after the termination thereof, unless otherwise stipulated by generally binding regulations, rules of the respective market of Investment Instruments or persons executing the settlement of transactions in Investment Instruments or any administrative or judicial decision affecting the Securities Dealer and/or the Client.

## **8. Final Provisions**

- 8.1. The capitalized terms contained herein shall have their respective meaning explained in the Definition of Terms used in the contractual documentation and the Client Information Documentation that constitute an integral part of this Investment Services Terms and Conditions.

- 8.2. The Client Agreements or information provided by the Securities Dealer to the Client or by the Client to the Securities Dealer, as the case may be, in connection with these Agreements shall be deemed confidential, except for such information that is or that becomes publicly available from other source than from one of the parties to the Client Agreement in conflict with the Client Agreements or which was already known to the respective third party. The Securities Dealer and the Client hereby undertake not to disclose such confidential information to a third party without a prior written approval of the other party. This shall not apply to the duty to disclose such confidential information in accordance with applicable legal regulations or a decision of a competent public administration authority or court.
- 8.3. The Securities Dealer undertakes to inform the Client in the manner described in the Client Agreement on any modifications hereof as well as of the List of Charges and Rates and to do so without undue delay after the implementation of such modifications.
- 8.4. Where the Securities Dealer modifies the Investment Services Terms and Conditions or any annex or part thereof and/or the List of Charges and Rates otherwise than in a manner reflecting exclusively the changes in the lists of charges or the terms and conditions of the operators of the individual Trading Venues or third parties engaged in Provision of Transaction, the Securities Dealer shall have the obligation to inform the Client about the modification hereof or issue of new Investment Services Terms and Conditions and/or the List of Charges and Rates in a suitable manner at the latest within 30 days before the entry into force of the given modification or before the issue of the new Investment Services Terms and Conditions and/or the List of Charges and Rates. Within the same period the Securities Dealer shall publish the modified or the new Investment Services Terms and Conditions and/or the List of Charges and Rates at its operation premises and on its website. If within the entry into force of the modification of or issuance of new Investment Services Terms and Conditions and/or the List of Charges and Rates the Client does not express in writing its disagreement with the new or the modified version, the Securities Dealer undertakes to follow the new or the modified version of the Investment Services Terms and Conditions and/or the List of Charges and Rates.
- 8.5. The following annexes form an integral part hereof:
- a) Definition of Terms;
  - b) Execution Policy;
  - c) Client's Assets Handling Policy;
  - d) Conflict of Interest Policy.
- 8.6. These Investment Services Terms and Conditions replace the Terms and Conditions for Trading in Investment Instruments of 10 August 2004 and shall become effective on 1 December 2008.