

## COMMISSION AGREEMENT

on provision and settlement of transactions with investment instruments and on investment instruments administration

(hereinafter the "**Agreement**")

Entered into between

**PPF banka a.s.**, having its registered office at Prague 6, Evropská 2690/17, post code: 160 41, Company identification No.: 47116129, registered in the Commercial Register kept by the Municipal Court in Prague, Section B, Insert 1834 (hereinafter referred to as the "**Dealer**")

and

[•] (hereinafter referred to as the "**Client**")

### 1. Subject of Agreement

1.1 The subject hereof is the Dealer's obligation to provide in its own name and on the Client's account (i) Provision of Transaction, (ii) Settlement of Transaction and/or (iii) Administration, all in accordance with Orders submitted by the Client, and further the Client's obligation to pay the Dealer a Consideration for the above mentioned activities, all in the manner and under the terms and conditions stipulated hereunder.

### 2. Provision of Transactions with Investment Instruments

2.1 This Agreement shall not apply to Provision of Transactions with Investment Instruments with limited transferability. Possible Provision of Transactions with Investment Instruments with limited transferability shall be always subject to a separate arrangement between the Dealer and the Client. In case that the transferability of the Investment Instrument in trade, which provision has been already commenced with, becomes limited the Dealer shall not be liable for due transfer or passing over of the ownership or another right to the Client or from the Client to a third party and the Dealer shall be obliged to notify the Client that the transferability of such Investment Instrument has become limited.

2.2 In the event the Client submits an Order to the Dealer to arrange Provision of Transaction and the Client comes into possession of Investment Instruments as a result of execution of such Order, the Client simultaneously submits an Order to the Dealer to accept those Investment Instruments for Administration unless the Client expressly specifies otherwise in the Order.

### 3. Settlement of Transactions with Investments Instruments

3.1 When settling the Transaction, the Dealer shall not be liable for any default of the counterparty or a third person in fulfilling their respective obligations within the Settlement of the Transaction.

3.2 For the purpose of a proper Settlement of Transaction according to the Order the Client shall ensure that all Investment Instruments which are the subject of the respective Transaction Settlement are available on his account of an owner of securities at the latest on the day of entering the Order and that sufficient volume of funds are available on the SCA or on the Bank Trading Account on the day of the Settlement of the Transaction. The Dealer is entitled to a direct collection of funds (including the Fee for the Provision of Settlement of Transaction) from the Bank Trading Account or the SCA for the purpose of the Settlement of Transactions with Investment Instruments according to the respective Order. The Client shall ensure and check that the respective Investment Instruments are in all aspects

qualified for the Settlement of the Transaction in accordance with this Agreement and the respective Order, and namely that the Investment Instruments are neither false nor stolen. The Client is further obliged to provide all documents and underlying materials which may be reasonably required by the Dealer as necessary for the Settlement of the Transaction. The Dealer is liable neither for authenticity or value of the Client's Investment Instruments.

- 3.3 A breach of the provisions of paragraph 3.2 may result in termination of force and effects of the Order and the Dealer is not obliged to execute it. The Dealer shall inform the Client of this fact.
- 3.4 If the Client gives to the Dealer an Order for the Settlement of the Transaction and the Client acquires the Investment Instruments as a result of the execution of such Order, the Client at the same time gives the Order to the Dealer to accept these Investment Instruments for the Administration, unless the Client explicitly states otherwise in the Order.

#### **4. Administration**

- 4.1 The subject of the Dealer's obligation to administer the Investment Instruments as stipulated hereunder may be domestic or foreign registered Investment Instruments, participations in bonds issued in the form of global notes, or other Investment Instruments as agreed between the Dealer and the Client.
- 4.2 Where this Agreement permits so, the Dealer may take certain steps related to the Administration even without the Client's Order.
- 4.3 The Dealer shall open and maintain for the Client an Asset Account on which the Investment Instruments shall be registered during the term hereof. If the Client has the Asset Account already opened at the Dealer in connection with other Client Agreement, the Investment Instruments shall be registered on this Asset Account. The Dealer shall send Account Statements to the Client at least on annual basis, save where otherwise agreed or permitted under applicable law. The Statements shall be delivered as described in the provisions of section 8.3 of the Investment Services Terms and Conditions.
- 4.4 The Dealer is entitled to create in his register within the Asset Account subaccounts on which the Investment Instruments administered for the Client shall be kept in case that they are in the ownership of more ultimate owners or in other justified cases. For the avoidance of any doubt, such subaccounts shall be set up strictly for information purposes only and they shall not represent any official book and records in respect of account holders maintained by the Dealer for the Client or beneficial owners' evidence within the Dealer's accounts within the meanings of applicable law, unless agreed otherwise.
- 4.5 On the basis of the respective Client's Order the Dealer shall especially be obliged to:
  - (a) accept for the Client specific Investment Instruments, rights attached thereto or benefits arising therefrom;
  - (b) release the Investment Instruments from the Administration;
  - (c) exercise any subscription rights to newly issued Investment Instruments;
  - (d) exercise any option rights;
  - (e) represent the Client vis-à-vis the issuers of the Investment Instruments and the CDS or Other Depositary; and
  - (f) perform other services. The Dealer shall be obliged to perform such other services only if it has delivered to the Client a confirmation notice on acceptance of the Order submitted by the Client to the Dealer.

- 4.6 As regards the Investment Instruments to which a voting right is attached, the Contracting parties have explicitly agreed that the Dealer shall not exercise any voting rights, unless the Contracting parties agree otherwise in writing in which case the Dealer shall proceed exclusively in accordance with the Client's written instruction.
- 4.7 The Dealer shall not do anything that would be in excess to the standard administrative practice, unless otherwise instructed by the Client in writing. The Dealer shall promptly inform the Client whenever it is necessary to submit an Order so that it is able to take all measures properly and on time and thereby preserve the Client's rights.
- 4.8 The Dealer shall not use the Investment Instruments handled by it hereunder for the purpose other than stipulated in this Agreement and the Client's Order. The Dealer further undertakes not to use the funds or Investment Instruments which have been entrusted hereunder into its Administration, for any transactions on its own account, unless the Client has approved such transaction in writing. Such approval must be granted by the Client in advance and separately for each case of using the Investment Instruments by the Dealer on its own account. In case the Client provides the funds to the Dealer for the purpose other than the provision of an investment service, the parties shall enter into a separate contract.
- 4.9 The Client undertakes that if the statement made pursuant to paragraph 4.10 letter a) and/or b) and/or c) of this Article shows to be with respect to any of the Investment Instruments or incomes of an interest character untrue, he shall immediately inform the Dealer of this fact and submit all necessary data identifying the ultimate owner of the Investment Instruments and incomes of an interest character, including, without limitation, the statement on each ultimate owner of the Investment Instruments or incomes of an interest character and he shall further provide a delivery of confirmation on tax residency of all such ultimate owners (the tax domicile), or data on their permanent establishment.
- 4.10 Beyond the statements contained in the Investment Services Terms and Conditions, the Client with respect to himself/herself declares that:
- (a) he/she is a ultimate owner of the Investment Instruments which are the subject of the Order, these Investment Instruments are not encumbered with any pledge or other third party rights;
  - (b) the Investment Instruments are not in the assets of a permanent establishment located in the Czech Republic; and
  - (c) he/she is a real owner of interest, respectively the incomes having the nature of interests arising herefrom and he/she acts neither as an representative nor as an agent of any third person.
- This statement shall be considered repeated at the time of granting of each partial Order.
- 4.11 The Client further declares that:
- (a) he/she is or is entitled to — in case of the Order for service specified under the paragraph 4.5 letter a) of this Article — the sole owner of registered Investment Instruments or interests in collective bonds which are specified in the Order and the Investment Instruments are not encumbered with any pledge or other third party rights; and
  - (b) he/she is entitled to exercise without any limitation all rights attached to the Investment Instruments which are the subject of the respective Order; in case that any of his/her rights arising from the ownership of any of such Investment Instrument is limited, he/she shall immediately inform the Dealer.
- 4.12 The Client acknowledges that:
- (a) the contracting parties have agreed that the Dealer is entitled to keep the Investment Instruments domestically and abroad on its own behalf on nominee accounts kept by the Authorized Administrators of who the Client has been informed by the Dealer at the moment of signing this Agreement and subsequently upon any change thereof. The Client's Investment Instruments on the nominee accounts are kept separately from the Dealer's Investment Instruments but they are not separated from Investment Instruments of other Dealer's clients with which they are kept collectively (mass safekeeping). However, the Client's Investment Instruments are always registered separately on the Dealer's off-balance-sheet records in accordance with the applicable laws and regulations; and that

- (b) certain rights, obligations or relationships related to the Investment Instruments and dealing with them may be governed by foreign law, i.e. the law of the state where the Investment Instruments are registered. The Client is entitled to ask for information and confirmations in relating to placing of the Investment Instrument at each Authorized Administrators.

## **5. Consideration**

- 5.1 The Client shall pay to the Dealer for activities executed hereunder a Consideration.
- 5.2 The respective amount representing the Consideration shall be directly collected by the Dealer from the Bank Trading Account or the SCA, with which the Client explicitly agrees by signing this Agreement and undertakes to provide that sufficient funds are available on the Bank Trading Account or the SCA on the day of maturity of the Consideration. After each collection of the Consideration, the Dealer shall send to the Client a pro-forma invoice - a tax document containing the items of which the Consideration is consisted.
- 5.3 If sufficient funds are not available on the SCA or the Bank Trading Account to cover the Consideration, or if the Client fails to pay the invoice issued hereunder when due, the Dealer shall firstly deliver to the Client a request to top up the funds on the SCA or the Bank Trading Account, or pay the due invoice, and, if such request shall be ignored, the Dealer shall be entitled to settle its claim to the Client from the Asset Account by selling such number of Investment Instruments that the funds obtained from the sale can cover all due Dealer's claims. Any excess arisen from such transaction shall be transferred by the Dealer to the SCA or the Bank Trading Account. An ignored request according to the first sentence of this paragraph is when the Client fails to provide sufficient funds within 10 Business Days after receipt of the Dealer's written request to top up the funds on the SCA or the Bank Trading Account, respectively to pay the due invoice, or fails to pay the invoice and agree with the Dealer on other form of settlement of its debt. If the Investment Instruments are sold as previously mentioned, the Dealer shall be obliged to exercise on such transaction the best professional care and sell the Investment Instruments only for the best achievable price. The provisions of this paragraph are without prejudice to the rights of the Dealer under section 6.4 of the Investment Services Terms and Conditions.
- 5.4 Any breach of provisions of paragraph 5.1 of this Article may result in termination of force and effects of the Order and the Dealer shall not be obliged to execute it. The Dealer shall inform the Client of this fact.
- 5.5 The Contracting parties hereby explicitly acknowledge that any amendments to the Special Arrangements on Remuneration, if concluded, as well as to the Price List, if applicable, shall be made accordingly as agreed by the parties for amendments to the Investment Services Terms and Conditions and/or Price List, namely in the manner pursuant to section 15.8 and 15.10 of the Investment Services Terms and Conditions. It shall apply in the same time that the Dealer shall not publish the Special Arrangements on Remuneration on his website or otherwise and provide it exclusively to the Client.

## **6. Method of Communication, Authorised Parties**

- 6.1 The contracting parties shall communicate as described in section 8 of the Investment Services Terms and Conditions. The provisions of section 8.2. and 8.4. of the Investment Services Terms and Conditions shall not apply to submitting the Orders.
- 6.2 Unless otherwise agreed herein, the Dealer executes activities stipulated hereunder on the basis of the Client's Orders submitted and/or confirmed by relevant authorized persons whose identity has been disclosed to the other party. The list of authorized persons of the Dealer (including contact details) will be published on the Dealer's Internet Website or made available otherwise in appropriate manner. The Dealer may rely on, and the Client shall be obliged to comply with, any Order which has been duly received and accepted by the Dealer in a good faith and which the Dealer may reasonably consider having submitted by any Authorized Party of the Client. As regards any Authorized Party of

the Client, it shall be deemed that such person is duly authorized to act for and on behalf of the Client hereunder, unless notified otherwise in writing.

- 6.3 The Client shall deliver written Authorisation including signature specimens for the Authorised Parties in a form and substance acceptable to the Dealer (the "Authorisation"). Should the Authorisation be updated, the new Authorisation shall become effective towards the Dealer on the first Business Day following its receipt, unless agreed otherwise. For the avoidance of any doubt, such authorized persons of the Client shall be deemed the Authorised Parties within the meanings of the Investment Services Terms and Conditions.

## **7. Miscellaneous**

- 7.1 The Dealer shall abide by the Client's Orders. The Dealer can refuse to abide by the accepted Client's Order in the cases stipulated in the Investment Services Terms and Conditions.
- 7.2 The Client is entitled to be informed by the Dealer of all relevant facts related to the investment services provided hereunder, especially the possible risks, and also of other facts according to the Investment Services Terms and Conditions.
- 7.3 The Dealer shall be obliged to inform the Client of all circumstances which might be material for its decision-making in relation to investment services which are the subject hereof, and at the same time the Client shall be obliged to inform the Dealer of all the facts which have or may have crucial importance for the Dealer at the fulfilment of obligations hereof.

## **8. Final Provisions**

- 8.1 Unless expressly stipulated otherwise herein, capitalized definitions and terms used herein shall have the identical meaning as in the Investment Services Terms and Conditions or eventually the GBC. The Investment Services Terms and Conditions and the GBC form an integral part hereof.
- 8.2 If any matter related to the activities provided hereunder is not governed hereby, the applicable provisions of the Investment Services Terms and Conditions or the GBC shall be applied.
- 8.3 Any modifications hereof or amendments hereto must be carried out in writing and must be, unless agreed otherwise herein, in the GBC or in the Investment Services Terms and Conditions, signed by both Contracting parties.
- 8.4 Where this Agreement is concluded without both parties being present, it will not be considered validly concluded if before signing the Client has made any change or deviation, however minor, or made any addition, unless the Dealer subsequently approves this change, deviation or addition. The same shall also apply where the Client attaches business conditions which in any way conflict with the provisions of this Agreement, the GBC and/or the Investment Services Terms and Conditions.
- 8.5 The Client hereby represents that the Client assumes the risk of any change of circumstances subsequent to the conclusion of this Agreement, as contemplated under Section 1765(2) of the Civil Code.
- 8.6 The contracting parties have agreed that Section 1799 and 1800 of the Civil Code shall not apply.
- 8.7 The contracting parties have agreed that the Client shall not be entitled to transfer or assign any of its rights or obligations ensuing here to third parties without a prior written consent of the Dealer. The Dealer shall be entitled to assign its receivables in the Client under this Agreement to a third party provided that it shall inform the Client thereof beforehand in writing.
- 8.8 This Agreement may be terminated upon a written notice. The notice period shall be one month and it shall start to run on the first day of the calendar month immediately following the day on which the notice has been delivered to the other party. The existing rights and duties of the Contracting parties shall not be affected by the discharge or termination hereof; they shall be settled in accordance with the applicable provisions of this Agreement. The Dealer shall be obliged on or before the day of termination hereof to prepare all accounts, documents and other matters for the handover to the Client.

- 8.9 This Agreement supersedes and replaces in its entirety any agreement entered into between the Client and the Dealer whose sole subject was to regulate terms and conditions of Provision of Transaction, Settlement of Transactions and/or Administration. Any Order given under such agreement and outstanding on the effective date of this Agreement shall be governed by this Agreement.
- 8.10 Should any provision hereof be invalid, ineffective, illegal or unenforceable and may be separated, the other provisions shall remain unaffected.
- 8.11 The rights and obligations of the contracting parties arising hereunder have been stipulated and are governed by the laws of the Czech Republic, particularly by the Civil Code and the Act on Undertaking on Capital Market.
- 8.12 This Agreement has been concluded for an indefinite period of time.
- 8.13 This Agreement has been drawn up in two counterparts, of which the Dealer and the Client shall receive one counterpart.
- 8.14 This Agreement shall come into force and effect on the day of its signing by both contracting parties.
- 8.15 The following forms an integral part hereof:
- (a) Special Arrangements on Remuneration (if applicable);
  - (b) Investment Services Terms and Conditions;
  - (c) GBC.
- 8.16 The contracting parties declare that this Agreement expresses their true and free will that they have read its content and agree with it without reservations, in witness whereof they affix their signatures hereunto.
- 8.17 The Bank hereby expressly informs the Client of the following provisions of the Investment Services Terms and Conditions and GBC, which the Client has received, and the Client expressly accepts the same:
- GBC:
- (a) Article 1.11. (the Client's obligation to inform their Representatives, Authorised Parties, Agents or other parties with relevant contractual documents;
  - (b) Article 3.1.4. (requirement for verification of signatures on documents provided to the Bank);
  - (c) Article 3.2.12. (the possibility of unencrypted transmission of data via electronic means);
  - (d) Article 3.2.15. – the Bank's disclaimer of any liability during the unencrypted transmission of data via electronic means;
  - (e) Article 3.3.4. – the Client's obligation to notify the Bank in the event of the loss or theft of Documents, or means of identification and/or authorisation;
  - (f) Article 3.4.2. – the Bank's right to refuse or defer the performance of a Client's order until it has verified that a party is authorised to represent or act for the Client,
  - (g) Articles 3.10.4. to 3.10.9. (the Bank's right to set off unilaterally any due, not yet due or statute-barred receivables from the Client, and the fact that the Client may not set off receivables from the Bank; the fact that the Client may not assign or pledge any rights in relation to the Bank or receivables from the Bank without the written consent of the Bank;  
the Bank's right to assign any rights or obligations arising under an Agreement to a third party; extension of the statutory limitation period to 10 years for the Bank's rights in relation to, and receivables from, the Client; the Bank's right to deduct Funds from an Account without receiving an order from the Client;
  - (h) Article 5.1.1.(f) (the Bank's right to change a Unique Identifier at its sole discretion).

**Investment Services Terms and Conditions:**

- (i) Article 3.13 (the Dealer's right to refuse act on any Order or rejecting Client's Orders);
- (j) Article 3.14 (the Dealer's right not to disclose reasons for rejecting Client's Orders);
- (k) Article 3.27 (the Dealer's obligation to conduct the specified actions necessary for the exercise and maintenance of rights associated with the Investment Instruments, absent any Client's Orders);
- (l) Article 6.4 (the Dealer's right to set-off its Remuneration towards any claims of the Client);
- (m) Article 12.2 (limitation of liability of the Dealer under given circumstances).

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

**PPF banka a.s.**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Identification and signature verified on:

Name:  
Title:

\_\_\_\_\_  
personal signature of employee of PPF banka a.s.