

AGREEMENT ON THE PROVISION OF INVESTMENT SERVICES

This Agreement on the Provision of Investment Services (the “**Agreement**”) is made by and between:

- (1) **PPF banka a.s.**, having its registered office at Praha 6, Evropská 2690/17, Post Code 160 41, Identification No.: 47116129, incorporated in the Companies Register of the Municipal Court in Prague, file number B 1834 (the “**Bank**”) and
- (2) [] (the “**Client**”)

(The Client and the Bank are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”).

1 Business Conditions

The Business Conditions of PPF banka a.s. for Investment Services (the “**Conditions**”) and the General Business Conditions of PPF banka a.s. (the “**GBC**”), including the Price List, form an integral part of this Agreement. By signing this Agreement the Client confirms that they have familiarised themselves with and agrees to the content of the Conditions, the GBC and the Price List, including but not limited to the content of the provisions specified in Section 8.4 below. The terms defined in the Conditions and in the GBC have the same meanings in this Agreement. The rules of interpretation under the Conditions shall also apply to the provisions of this Agreement.

2 Subject Matter of the Agreement

- (a) The subject matter of this Agreement is the Bank’s obligation to ensure the Provision of Transactions, Settlement and/or Administration and the Client’s obligation to pay the Bank the Costs, in the manner and on the terms and conditions set forth herein.
- (b) The Bank carries out the activities under this Agreement on its own behalf or on behalf of the Client and for the Client’s account on the basis of Orders, unless this Agreement or the Conditions specify otherwise. The Bank may diverge from an Order only under the circumstances specified in the Conditions. The Bank does not accept Orders under this Agreement relating to derivative Investment Instruments and collective investment securities, unless they are traded at a Trading Venue and/or the Bank is capable of ensuring their provision, Settlement and/or Administration
- (c) The Bank undertakes not to use the Investment Instruments that it handles under this Agreement for any purposes other than those for which they were intended by this Agreement and the Client’s Order. The Bank furthermore undertakes not to use money or Investment Instruments entrusted to it under this Agreement for dealing on own account.

3 Provision of Information

The Bank shall send Statements to the Client at least once in every calendar quarter, unless the applicable regulations require otherwise. The Statement shall be sent to the Client Contact Details.

4 Representations

The Client makes the representations and warranties specified in the Conditions towards the Bank and represents and guarantees to the Bank that:

- (i) He is aware that the Bank, in entering into this Agreement, relies on the assumption that such representations and warranties are true, complete and not misleading;
- (ii) Prior to the conclusion of this Agreement, the Bank provided the Pre-contractual Information to the Client and the Client familiarised themselves with it, understands it and has no objections to it. The

Client takes due note of the method of Cost calculation and undertakes to review the amount of the Cost based on the current version of the Price List prior to submitting each Order;

- (iii) The Bank informed the Client prior to the signing of this Agreement that the Bank makes Recordings of its communication with the Client and keeps other records of communication with the Client to the extent specified in the Conditions;
- (iv) The Bank informed the Client electronically about the address of the Bank's Website and about the precise location where Investment Documents can be found on the Website.

5 Costs

- (a) For the activity under this Agreement, the Client shall pay the Bank the Costs specified in the Price List and in the information documents on the Investment Instruments that the Bank may offer the Client. The Bank has the right to charge additional Costs for Investment Services and other activities of the Bank, provided that it agrees on the same with the Client.
- (b) The Bank shall collect the Costs incurred in connection with the Provision of Transaction as part of the Settlement of such a Transaction from the Client Account in the Transaction currency.
- (c) The Client shall pay the Costs incurred in connection with the Administration and Settlement on the basis of a tax document issued by the Bank at the end of each calendar month (unless the Client and the Bank agree on a different periodicity) in CZK. The rules for currency conversion under the GBC shall apply for the purpose of conversion of amounts denominated in currencies other than Czech crowns.
- (d) The Costs as per letter (c) shall be paid:
 - By means of the Bank's direct debit from the Client Account on the last day of the calendar month for which they are being paid; or
 - By the Client on the basis of a tax document on or before the maturity date specified in such a tax document. If the tax document is not paid in a due and timely manner the Bank has the right to proceed in accordance with Section 10.2 of the Conditions.

The Client has no right to pay the Costs through third parties (this does not preclude payments of billed Costs through a payment services provider other than the Bank).

- (e) The Bank shall send the tax document to the Client's Contact Details.
- (f) The Client takes due note of the fact that they can apply for a Cost breakdown under Section 12.2 of the Conditions.

6 Communication; Authorised Persons

- (a) Communication between the Parties shall take place in accordance with Section 17 of the Conditions.
- (b) The Bank's contact details are available on the Website, or the Bank may communicate them in another suitable manner.

7 Term of the Agreement

- (a) This Agreement is made for an indefinite period of time.
- (b) This Agreement may be terminated on the basis of a written notice with a one-month notice period, which starts on the first day of the calendar month following immediately after the day when the notice of termination is served on the other Party. The withdrawal or termination of this Agreement shall be without prejudice of the existing rights and obligations of the Parties, which shall be settled under the relevant provisions of this Agreement (including the Conditions). The Bank shall prepare all the bills, letters and other documents to be handed over to the Client no later than the day of termination of this Agreement.
- (c) If the Bank maintains an account for the Client in the CSD and the Client fails to give the Bank information about the new CSD participant through which the Client accesses the CSD prior to the effective date of the termination of the Agreement, the Bank has the right to charge the Client all the Costs under the Price List in force even after the termination of the Agreement.

8 Final Provisions

8.1 Modifications and Amendments

Any modifications or amendments to this Agreement shall be made in writing and shall be signed by both Parties, unless agreed otherwise in this Agreement, except where the content of the Agreement is modified by means of an amendment to the Price List, Overview of Interest Rates, Conditions and the GBC, which may be modified in the manner specified in those documents.

8.2 Interpretation

In the event of a discrepancy between the provisions of this Agreement and the Conditions, the provisions of this Agreement shall prevail, and in the event of a discrepancy between the provisions of the Conditions and the GBC, the provisions of the Conditions shall prevail. Any reference to a Section, paragraph, letter-denoted clause, or point is regarded as a reference to a Section, paragraph, letter-denoted clause or point of this Agreement.

8.3 Governing Law and Jurisdiction

- (a) This Agreement, its interpretation and any non-contractual obligations under this Agreement shall be governed by the laws of the Czech Republic.
- (b) The competent court for Prague 6 has jurisdiction *in rem* for adjudicating disputes arising from or in connection with this Agreement (including disputes related to the existence, validity and termination of this Agreement or any constructive obligations arising from this Agreement), unless the mandatory provisions of generally applicable legal regulations provide otherwise.

8.4 Provisions of the GBC and the Conditions

The Bank hereby specifically instructs the Client of, and the Client hereby expressly accepts, the following provisions of the GBC and the Conditions:

GBC

- (i) Section laying down the Client's obligation to instruct their Authorised Persons, representatives, attorneys or other persons about the relevant contract documents;
- (ii) Section requiring the verification of the signatures on the Documents provided to the Bank;
- (iii) Section excluding any responsibility of the Bank for transmitting unencrypted data electronically;
- (iv) Section excluding any responsibility of the Bank for refusing or deferring an order because the authorisation to represent the Client was not demonstrated;
- (v) Section laying down the right of the Bank to unilaterally set off any of its receivables from the Client, whether due, not yet due or statute-barred, and the prohibition for the Client to set off their receivables from the Bank; the prohibition for the Client to assign or pledge their rights and receivables against the Bank without the Bank's written consent; the right of the Bank to assign its rights and obligations under the Agreement to a third party; the extension of the period of limitation for all rights and receivables of the Bank from the Client to 10 years; and the right of the Bank to debit Money from the Account without the Client's order;

Conditions

- (vi) The right of the Bank to refuse to follow an Order or not to accept an Order;
- (vii) Section laying down the Bank's obligation in Administration to carry out specified acts necessary to exercise and maintain the rights associated with Investment Instruments even without Orders;
- (viii) The right of the Bank to a unilateral set-off; the extension of the period of limitation for all rights of the Bank to 10 years; the fact that the Client is not allowed to assign their receivables from the Bank without the Bank's prior consent; the prohibition for the Client to transfer or assign any of their rights without the Bank's consent and the right of the Bank to assign its receivables from the Client to a third party; the consent for the Bank to have the option of assigning its rights and obligations under the Agreement; and the possibility for the Bank to exercise lien;
- (ix) The Client's assurance to the effect that the Client bears the risk of changes in circumstances;
- (x) Section excluding the Bank's responsibility in relevant cases;
- (xi) Rules for changes in the Conditions.

8.5 Validity and Effect

This Agreement will become valid once signed by both Parties. This Agreement takes effect when signed by both Parties but no sooner than on 1 January 2018.

8.6 Superseding

If any other agreement between the Client and the Bank, the exclusive subject matter of which is the terms and conditions of the Provision of Transaction, Settlement and/or Administration (including custody of securities) has been made as of the day of execution of this Agreement, such other agreement shall be replaced and superseded by this Agreement to its full extent and any Orders given on the basis of such superseded agreement and not yet settled as at the effective date of this Agreement shall be governed by this Agreement.

Prague, [date] _____

PPF banka a.s.

Signature: _____

Name:

Position:

Signature: _____

Name:

Position:

[•], [date] _____

[•]

Signature: _____

Name:

Position:

Signature: _____

Name:

Position: