Terms and Conditions of Patria Finance, a.s. for the Provision of Investment Services

We, Patria, are very pleased that you have decided to hire us to provide investment services to you. We believe that cooperation with us will be beneficial to you.

The investment world is very specific. It has its own jargon and is subject to significant legal regulation, which is reflected in the complexity of certain provisions. We have therefore endeavoured to prepare these Terms and Conditions in such manner as to make sure that this world becomes your world as well. Nonetheless, we will gladly provide personal assistance to you with respect to the clarification of any part of these Terms and Conditions. In order to do so, please do not hesitate to contact us via e-mail patria@patria.cz or by phone using our Infoline.

The Terms and Conditions relate to the Agreement which you, our Client, wish to enter into or have already entered into with Patria. These Terms and Conditions are effective from December 6, 2026, or earlier, at the time of execution of the Agreement, if they were attached to the Agreement when negotiating it. The Terms and Conditions cancel and replace the previous Terms and Conditions effective as of July 1, 2026. The current version of the Terms and Conditions is available in the Documents section of the Website or in the Business Application.

We are a securities broker/dealer with the appropriate authorization and our activities are subject to supervision by the Czech National Bank. We generally provide the following primary and additional investment services which also represent the main line of our business:

- Receipt and transmission of Orders concerning Investment Instruments;
- Execution of Orders concerning Investment Instruments for the clients' account;
- Dealing in Investment Instruments on own account;
- Investment consulting (advisory service) concerning Investment Instruments;
- Subscription or placement of Investment Instruments with a commitment to subscribe the Investment Instruments;
- Placement of Investment Instruments without a commitment to subscribe the Investment Instruments;
- Safekeeping and administration of Investment Instruments including associated services;
- Provision of credits or loans to Clients to facilitate trading in the Investment Instrument in which the credit or loan provider is involved;
- Execution of foreign exchange operations related to the provision of investment services.

The contents of the Terms and Conditions follow.

1. GENERAL INFORMATION CONCERNING THE TERMS AND CONDITIONS AND DEFINITIONS - 3 -
2. SUBMITTING ORDERS ..... - 7 -
3. TRANSMISSION AND EXECUTION OF ORDERS ..... - 11 -
4. BROKERAGE ACCOUNT ..... - 13 -
5. ADMINISTRATION, SAFEKEEPING, RECORD KEEPING OF INVESTMENT INSTRUMENTS ... - 16 -
6. CLIENT'S FUNDS ..... - 18 -
7. CURRENCY CONVERSION (FOREIGN EXCHANGE) ..... - 19 -
8. SETTLEMENT OF A TRANSACTION ..... - 20 -
9. INFORMATION FOR CLIENTS AS INVESTORS AND PROVISION OF SUCH INFORMATION .. - 21 -
10. RIGHTS, OBLIGATIONS AND CONSENTS OF THE CLIENT ..... - 22 -
11. RIGHTS AND DUTIES OF PATRIA ..... - 25 -
12. AUTHORIZED PERSONS AND THEIR ACTS ON BEHALF OF THE CLIENT ..... - 28 -
13. COMPLAINTS AND CLAIMS ..... - 30 -
14. COMMUNICATION AND METHOD OF ACTING ..... - 30 -
15. CONFIDENTIAL INFORMATION AND PERSONAL DATA ..... - 32 -
16. BUSINESS APPLICATION AND EXECUTING THE AGREEMENT BY ELECTRONIC MEANS ..... - 32 -
17. THE AGREEMENT AND EXPIRATION OF THE AGREEMENT ..... - 33 -

1. GENERAL INFORMATION CONCERNING THE TERMS AND CONDITIONS AND DEFINITIONS

1.1 **Terms and Conditions.** Patria and the Client have adopted these Terms and Conditions in order to provide for their mutual rights and obligations in the provision of investment services as well as any other services (if any) which Patria provides to the Client under the Agreement or any Product Agreements. The Terms and Conditions also apply to any agents representing the Client in connection with the Agreement. The rules incorporated in the Terms and Conditions and applicable to the Agreement also reasonably apply to any Product Agreements.

1.2 **Section headings**. The headings (if any) of Sections in these Terms and Conditions or in the Agreement, such as the Section headings. in these Terms and Conditions, are for easier reference only, they shall not influence the construction of the individual Sections.

1.3 **Defined terms.** The Terms and Conditions employ defined terms in order to avoid long descriptions overloading the text. They are capitalised and therefore easy to recognize by the Client. Below please find definitions and abbreviations but the text itself of the Agreement or of the Terms and Conditions may contain other ones defined in brackets as follows: (hereinafter the "x"). The defined terms may subsequently be used in singular or plural without any differences in meaning. The Client shall find any terms which are not defined in the Terms and Conditions, in the Agreement. If the defined terms appear in any other documents to which the Agreement or the Terms and Conditions refer, they have the meaning provided in the Agreement or in the Terms and Conditions unless the definition of the term in the other documents differs.

1.4 **Definitions.** Below please find clarifications of the first set of terms:

AML Act means Act No. 253/2008 Coll. on Selected Measures against Legitimisation of Proceeds of Crime and Financing of Terrorism, as amended.

Client's Bank Account is the Client's monetary account stated in the Agreement or unilaterally specified by the Client via the Business Application, to which the funds registered in the Brokerage Account are transferred on the basis of an instruction. The Client's Bank Account can only be a monetary account held in the name of the Client, unless otherwise agreed. The Client is obliged to submit documents proving the ownership of the relevant monetary account upon request.

Retail client is a Client who is not deemed to be a Professional client or an Eligible Counterparty.

Call Centre is Patria's call centre set up to provide support to clients and selected investment services under the Agreement. The Client can find the telephone number of the Call Centre in the Document with Telephone and Bank Details.

CSD is an abbreviation of Central Securities Depository [Centrální depozitář cenných papírů, a.s.], with its registered office at Rybná 14, 110 05 Prague 1, Czech Republic, URL address www.cdcp.cz.

Custodian is a person with whom Patria deposited the Investment Instruments and who provides the investment services of registration (record keeping), safekeeping and administration of Investment Instruments, or a service similar to the said investment service.

ČSOB is Československá obchodní banka, a.s., with registered office at Radlická 333/150, 150 57, Prague 5, Czech Republic, ID No. 00001350.

Depository means CSD or another person authorized to perform the duties of a depository.

Debts are any and all present or future, contingent or otherwise, payable or not yet payable debts of the Client owed to Patria which have arisen or will arise from or in connection with the Agreement, any Product Agreement, including any and all interest and other associated dues, contractual penalties or other default payments or costs which Patria incurs in connection with the exercise of its rights and performance of obligations arising from or in connection with the Agreement, namely any and all such debts which arise throughout the term of the Agreement.

Document with Telephone and Bank Details is a document entitled "Patria Finance contact details and bank account numbers". The current version of the document is available in Patria or in the Documents section of the Website.

Supervisory Authority means the Czech National Bank with its registered office at Na Příkopě 28, Prague 1, Czech Republic, URL address www.cnb.cz, or any other institution supervising the capital market in the Czech Republic, as applicable.

EMIR is an abbreviation for Regulation (EU) No 648/2012 on OTC derivatives, central counterparties and trade repositories.

Brokerage Account is an internal account opened by Patria for the purpose of keeping records of the Client's property, primarily Investment Instruments and funds owned by the Client (the so-called standard account). The Brokerage Account includes Portfolios if the Client creates them.

Compensation Fund means Garanční fond obchodníků s cennými papíry [Investor Compensation Fund].

Infoline is Patria's telephone centre set up to provide support to clients under the Agreement which is available at the tel. no. +420 221 424 240 or +421 232 203 203.

Information on Personal Data Processing is a document entitled "Information on the processing of personal data" which is available in the Documents section of the Website and in Patria's registered office.

Investment Instruments are investment securities, derivatives and other instruments as defined in the Capital Market Undertakings Act (as defined below).

Website means Patria's website accessible via Internet at the URL address finance.patria.cz.

Collateral means Investment Instruments, funds or other assets provided by the Client to secure the payment of the Client's Debts.

Corporate Event is an event initiated by a corporation as the issuer of shares, bonds or other Investment Instruments, as applicable, such as a dividend pay-out, splitting/division of an Investment Instrument, buy-back, changes in the corporate structure of corporations. Delisting of the security from trading on a regulated market is not deemed to be a corporate event.

Property means Investment Instruments, funds and other assets entrusted by the Client to Patria for the purpose of providing investment services.

Broker is a professional in Patria specializing in the provision of investment services. The Client can look up the Broker's telephone number in the Document with Telephone and Bank Details.

Costs are costs spent by Patria or billed by third parties, as applicable, in connection with the provision of services under the Agreement, as well as costs incurred by Patria and/or third parties which are connected with legal acts required to establish, preserve or assert the Client's rights or performed by Patria at the Client's request or with the Client's consent.

Civil Code means Act No. 89/2012 Coll., Civil Code, as amended.

Business Application means any online application or interface developed or operated by Patria which is accessible only to the Client (or an Authorized Person, as applicable) and which allows primarily to (i) receive Orders and electronically transmit Orders for execution to another broker/dealer or directly to the relevant Execution Venue; (ii) obtain information about the status and execution of the Order; (iii) provide records regarding the Client's Property; (iv) access documents of personal nature; or (v) insert / complete / update forms, questionnaires and other documents.

Business Day is a day other than a Saturday, Sunday, bank holiday or any other holiday in terms of the applicable laws and regulations on which banks and other institutions participating in the provision of financial services are open for the provision of the respective services. If the Agreement, Product Agreements, Terms and Conditions, List of Fees or documents referred to in any of the above, only mention day(s), the reference means calendar day(s).

Terms and Conditions mean these Terms and Conditions.

Remuneration means Patria's remuneration for services provided under and in connection with the Agreement according to the List of Fees.

Authorized Person is a person authorized by the Client to perform the acts specified in greater detail in the Agreement or in the Terms and Conditions.

Personal Data means the name, surname, birth registration number, date of birth, telephone number, address (permanent residence and mailing address), e-mail address, tax residence or any other information on the basis of which the Client could be identified.

OTC is based on the English "over-the-counter" and refers to a trading method whereby the Investment Instrument is not traded on regulated markets or multilateral trading facilities but the transaction is negotiated individually.

Order is an instruction to subscribe, buy, sell, transfer or make any other disposition with an Investment Instrument which is submitted to Patria in compliance with the Agreement.

Portfolios are separate sub-accounts of the Brokerage Account that the Client can create and on which a selected part of the Property can be registered according to the Client's preferences. The rules for Portfolios set out in the Terms and Conditions do not apply to sub-accounts created on the basis of Product Agreements (e.g. a sub-account to a Long-Term Investment Product).

Politically exposed person (PEP) is meant a person defined in the AML Act.

Security Rules are a document entitled "Security of and Access to the Brokerage Account". The current version of the document is available in Patria or in the Documents section of the Website.

Rules for Executing Orders is a document entitled "Information on the Order Execution Policy".

Preferred Market is the Execution Venue chosen in compliance with the Rules for Executing Orders.

Product Agreements are defined in the Agreement. They are bilaterally executed agreements which relate to a specific product or service and make the Agreement applicable by reference. Product Agreements may include a product attachment or a trading on margin trading agreement, short-selling and financial collateral agreements, providing Patria and the Client enter into such agreements.

Professional client per se is a Client stated in Section 2a (1) and (2) of the Capital Market Undertakings Act.

Professional client on request is a Client stated in Section 2b of the Capital Market Undertakings Act.

Execution Venue is a market on which the transaction is executed based on the execution of an Order, primarily a regulated market, multilateral trading facility or systematic internalizer.

List of Fees (also referred to as **List of Tariffs**) is a document issued by Patria which contains information about Remuneration and Costs.

ČSOB group is Československá obchodní banka, a.s., with registered office at Radlická 333/150, 150 57, Prague 5, Czech Republic, ID No. 00001350 and entities who form a corporate group with it.

KBC group is KBC Group NV, with registered office at Havenlaan 2, B-1080 Brussels, Belgium, reg. No. 0403.227.515 and entities who form a corporate group with it.

Agreement is the Master Investment Services Agreement which includes these Terms and Conditions as a part thereof, or any previously executed agreement with a different title but an analogous subject matter of performance.

Party means Patria or the Client. If used in plural, the term means both Patria andtheClient.

Foreign Investment Instrument is an Investment Instrument traded on a foreign Execution Venue.

Patria's Bank Account is Patria's collective account or another collective account intended exclusively for the Client's funds, opened with a bank or any other authorized institution.

Clients' Account of Investment Instruments is a collective account opened with a third party in which the Investment Instruments held by clients are registered, or any other collective account opened for Investment Instruments.

Banks Act means Act No. 21/1992 Coll., on Banks, as amended.

Corporations Act means Act No. 90/2012 Coll., Corporations Act, as amended.

Capital Market Undertakings Act (also referred to as **ZPKT**) means Act No. 256/2004 Coll., Capital Market Undertakings Act, as amended.

Eligible Counterparty is a Professional client with respect to whom or which the securities broker/dealer is not obliged to fulfil certain obligations in terms of the Capital Market Undertakings Act when providing certain primary investment services listed in the Capital Market Undertakings Act.

2. SUBMITTING ORDERS

2.1 **Meaning of an Order**. Patria may only provide the Client with the requested transaction or make any other disposition with an Investment Instrument if the Order is properly submitted, i.e. the Order must especially contain the necessary requirements, must be submitted in a manner envisaged in the Agreement (or a Product Agreement) and must be duly authorized.

2.2 **Necessary requirements of an Order**. Patria may only execute an Order properly if the Order contains at least the following information:

a) clear identification of the Investment Instruments (name, ISIN or any other identification);
b) direction of the transaction (buy/sell) or any other disposition (e.g. a transfer);
c) number of units of the Investment Instruments or volume of the funds for which the Client wishes to buy or sell the Investment Instruments. The number of units of Investment Instruments is the only decisive information with respect to an Order to transfer or make any other disposition;
d) Portfolio on which the Order is to be executed if the Client has more than one Portfolio, or a sub-account created on the basis of a Product Agreement (e.g., a sub-account of a Long-Term Investment Product);
e) price condition, if requested by Patria from the Client in the given case;
f) other requirements, if any, prescribed by Product Agreements.

2.3 **Additional requirements of an Order**. The Client may in their Order reserve the following conditions for execution of the Order:

a) price condition, unless Patria requests it in the given case from the Client in accordance with Section 2.2 e) of the Terms and Conditions. Unless the Client stipulates such a price condition, Patria undertakes to broker the transaction with the Investment Instrument for the market price, i.e. the best price attainable with professional care at the Execution Venue or in the selected Preferred Market;
b) term of validity of the Order (i.e. the deadline by which the Order is to be executed) which may not exceed 60 days unless the Parties agree otherwise. Unless the Client determines the term of validity of the Order, the Order shall expire at the end of the Business Day on which it was placed. If the Order was submitted on a day which was not a Business Day at the relevant Execution Venue, the validity of the Order expires on the next Business Day after it was placed;
c) determination of the Execution Venue where the Investment Instrument is to be traded. Unless the Client determines the Execution Venue, it shall be determined in compliance with the Rules for Executing Orders;
d) currency. Unless the Client determines the currency, Patria shall trade the Investment Instrument in the currency in which the Investment Instrument is traded at the Execution Venue or the selected Preferred Market.

2.4 **Price condition**. The price condition pursuant Section 2.2 e) and Section 2.3 a) of the Terms and Conditions means the highest or the lowest price for which the Investment Instrument is to be bought or sold. The price condition shall be set:

a) with respect to debt securities – as a % of the nominal value of the security (the price condition does not include the current value of the interest yield of the given bond, i.e. the accrued interest or aliquot interest yield, as applicable);
b) with respect to shares, collective investment securities and other types of securities (such as certificates, warranties, ETC and ETF) – as an absolute amount in the relevant currency per unit;
c) by any other method as customary at the Execution Venue.

2.5 **Validity of the Order**. If the validity of the Order expires, the execution of the Order shall be terminated. Whether or not the validity of the Order expired, the Order shall not be executed if a Corporate Event occurred in connection with which the Execution Venue cancelled orders relating to the respective Investment Instrument.

2.6 **Orders to transfer or make any other disposition.** If the Client submits an Order requesting the transfer of an Investment Instrument or any other disposition (e.g. transfer as a result of heritage) without the transfer or disposition being part of the brokering of the transaction by Patria, Section 2.3 of the Terms and Conditions shall not apply. Other provisions regulating Orders shall apply to such Orders reasonably, i.e. if they conform to the nature of the respective Order. Unless the Order to transfer or make any other disposition is settled within 60 days, Patria may reject the Order and shall inform the Client of such a rejection.

2.7 **Recommended time for submitting Orders**. The Client should submit the Order at least 20 minutes before the end of the given Business Day of the given Execution Venue at which the Client wishes the Investment Instrument to be traded. An Order submitted less than 20 minutes before the end of the given Business Day might not be transmitted by Patria to the relevant Execution Venue in time. Patria will nevertheless exert any and all possible effort to transmit the Order to the Execution Venue on the given Business Day. Submitting an Order by the recommended time does not guarantee its execution or its transmission to a third party for execution in the event that the Execution Venue is located in the United States of America.

2.8 **Authorization to submit an Order**. The Client may only submit an Order (i) which complies with the scope of the Client's authorization to make dispositions with the Investment Instrument to which the Order relates, (ii) which is not encumbered with any security interest or any other right benefiting a third party other than Patria. By submitting the Order, the Client represents that the Client is fully authorized to submit the Order and has procured any and all required consents.

2.9 **No further acts**. The Client may not perform any acts throughout the validity of the Order to sell Investment Instruments which would prevent proper settlement of the Order, without prejudice to the Client's possibility to cancel the Order.

2.10 **Indicative prices**. The Client is aware that the prices of Investment Instruments disclosed or displayed by Patria are, or could be, only indicative. For instance, as concerns instruments traded in the Business Application, the prices on certain markets may be displayed with a minor delay due to technical settings. In such cases, the Client always has the opportunity to check the actual price at the Call Centre or with the Broker. It is always necessary and

advisable to check the current exchange rate and price of Investment Instruments traded abroad in the Call Centre or with the Broker. The price difference in respect of Investment Instruments traded OTC (such as selected bonds) is caused by the nature itself of this trading principle.

2.11 **Extraordinary situations.** The Client is aware that specific circumstances and events at the individual Execution Venues or financial markets (such as intense trading on the individual markets, unusual crisis situations) may result in a delayed reception, transmission and execution of Orders and the Orders may be executed at prices which significantly differ from the best bid or offer prices available at the moment when the Orders were submitted.

2.12 **Methods of submitting Orders**. The Client may submit an Order using the following methods described in detail in the following Sections:

a) electronically using the Business Application or through ČSOB using its application where ČSOB allows it and where it is apparent that the Order is being submitted to Patria;
b) by telephone using reserved Call Centre lines or the Broker;
c) in paper form.
An Order cannot be submitted via a data message, unless otherwise agreed.

2.13 **Submission of Orders by electronic means.** An electronically submitted Order shall be submitted on a special form available in the Business Application or through ČSOB using its application and subject to the conditions stated therein. Unless the Parties agree otherwise, the submission of an Order must be confirmed by the Client in compliance with the Security Rules.

2.14 **Submission of Orders by telephone.** When submitting an Order by telephone, the Client must identify themselves by providing at least the following information:

a) name and surname of the Client or Company name;
b) a code in compliance with the Security Rules or any other agreed identification sign if Patria requests such an identification;
c) other data requested by Patria if Patria considers such information as necessary to identify the Client.

2.15 **Submission of Orders in paper form**. As a rule, a written Order shall be submitted on a standardized form and must be delivered (i) in person, (ii) by post to the address of Patria's registered office, or (iii) if expressly agreed, by e-mail. The Order must contain all the data marked on the form or stated in the Agreement as mandatory, and must be signed by the Client personally.

2.16 **Authorization before submitting an Order**. Before an Order is submitted, Patria may request a verification from the Client in compliance with the Security Rules or in any other appropriate manner. The Client must inform Patria whether the Client is submitting the Order for the Client's own account or as an agent (Authorized Person) for another client of Patria. In the case of an Order submitted through ČSOB using its application, the Client shall authorize the Order in accordance with ČSOB's disposition authorization rules.

2.17 **Cancellation of an Order**. The Client may cancel an already placed Order:

a) which has not yet been executed; if the Order has been partially executed, only the non-executed part of the Order can be cancelled. The Client is aware that the market practice of some foreign Execution Venues allows to cancel an already executed

transaction, primarily if the transaction is executed at a price which significantly differs from an otherwise common price of Investment Instruments;

b) unless the cancellation is contrary to any applicable laws and regulations, customs of the Execution Venue, and if the cancellation is feasible in technical and contract terms (in relation to third parties);

c) where the execution of an Order is secured through the medium of third parties, the Order may only be cancelled if the conditions stipulated by these parties are also met.

2.18 **Rejection of an Order**. Patria may, at its own discretion, refuse to accept an Order submitted by the Client or an Authorized Person without stating a reason, or refuse to execute an already accepted Order. Patria may primarily reject an Order for the following reasons:

a) the Order is an Order for a transaction that does not relate to an Investment Instrument offered for trading in the Business Application;

b) Patria has doubts as to whether the Order is being submitted by the Client or the Client's Authorized Person;

c) the Order is contrary to the Agreement or is faulty, ambiguous, incomplete, incomprehensible, imperfect or suspicious for any other reason, Patria has well-founded doubts as to its authenticity, or it is non-standard in terms of price or any other condition;

d) any acts or services required on the part of the Client/Authorized Person for executing the Order have not been performed;

e) in the cases stipulated by the applicable laws and regulations and/or decisions of the competent authorities or in cases where execution of the Order would result in a direct or indirect violation of the laws and regulations;

f) the Client does not have sufficient funds in the Client's Brokerage Account (or in the relevant Portfolio or sub-account created under Product Agreements (e.g. sub-account for a Long Term Investment Product), if the purchase is made into it) to pay the total purchase price including all Costs and the Remuneration or enough Investment Instruments; the risks arising from possible fluctuation of prices of Investment Instruments and exchange rates shall always be taken into account in determining whether the Client has sufficient funds;

g) Patria is of the opinion that there are well-founded doubts as to whether any and all conditions for executing the Order have been or will be met;

h) differences or inconsistencies occur between Orders of persons authorized to submit such Orders (e.g. in the case of an inconsistency between an Order submitted by the Authorized Person and an Order submitted directly by the Client, or in the case of conflicting Orders submitted by individual Authorized Persons);

i) Patria becomes aware that the Client has become insolvent or that bankruptcy has been declared against the Client's assets (including cases where the bankruptcy petition is dismissed for insufficient assets of the Client) or reorganization or debt relief has been approved or an insolvency petition has been lodged against the Client, or the Client has entered into liquidation or a decision has been made to wind up the Client without liquidation;

j) the Client has any overdue obligations under the Agreement;

k) any representation or declaration made by the Client to Patria is or becomes untrue, incomplete or misleading;

l) Patria believes that any of the following might occur: manipulation of the financial market, disruption of its transparency or insider trading;

m) in other cases stipulated by the applicable laws and regulations, internal regulations of Patria issued on the basis of such laws and regulations, the Agreement, especially due to

the existence of any conflict of interests between Patria, including its management, tied agents and employees, or the management, tied agents and employees of an entity that controls Patria, is controlled by Patria or is controlled by the same entity as Patria, on the one hand, and clients on the other hand, or between clients;

n) the Order concerns Investment Instruments that are the subject of a redemption procedure pursuant to a special law or are damaged, incomplete or lack the stipulated requirements or which have been pledged or are unfit for trading for any other reason.

2.19 **Information about rejection of an Order**. If Patria receives and refuses to execute an Order, Patria may inform the Client (or, as applicable, the Authorized Person if the latter acted on behalf of the Client) thereof without delay and, if possible, they shall agree on further steps or an alternative solution. The Customer, or Authorized Person, can get acquainted with the status of the Order in the Business Application, or in ČSOB's application.

2.20 **Information on the ex-ante costs related to the Order.** After the Client specifies the Order´s parameters, but before execution of the Order (unless otherwise agreed), Patria informs the Client about the estimated costs for its execution. The Client acknowledges and agrees that the Client is entitled to request the postponement of the Order also having regard a sufficient time to become acquainted with these costs.

2.21 **Entering Orders for multiple Portfolios.** If the Client has created multiple Portfolios of the Brokerage Account or has a sub-account created on the basis of a Product Agreement (e.g., a sub-account of a Long-Term Investment Product), the Client must specify under which Portfolio or sub-account the Order will be executed. If this specification is missing (e.g. when entering Orders from channels other than the Business Application), Patria is not obliged to accept or execute the Order or, where applicable, execute it in the standard (default) Portfolio of the Brokerage Account.

2.22 **Placing Orders via ČSOB using its application.** If the Client has access to the ČSOB's application and ČSOB allows it, the Client may submit an Order to Patria via the ČSOB's application, whereby, if it is a purchase Order, together with the Order, the Client authorizes a payment transaction via ČSOB (in the case of regular investments, establishes a standing order), on the basis of which funds will be transferred to Patria's Bank Account or Brokerage Account as part of the settlement of the trade. ČSOB acts on behalf of and for the account of Patria in accepting Orders.

3. TRANSMISSION AND EXECUTION OF ORDERS

3.1 **Execution of an Order**. Execution of an Order means especially execution of a transaction at the relevant Execution Venue. Patria executes Orders in compliance with the Rules for Executing Orders. An Order may also be executed not only on whole pieces of securities (but also on parts of, e.g. 1.3257 pieces), if the product agreement on regular investments so provides or if the securities subject to the Order are collective investment securities and the counterparty to the trade allows trades on not only whole pieces.

3.2 **Nondisclosure of the counterparty**. Patria is not obliged to inform the Client of the counterparty with whom the agreement to buy or sell Investment Instruments was entered into or with whom any other agreement was executed in connection with the performance of the Client's Order.

3.3 **Patria as the counterparty to the transaction**. Patria may also execute the Client's Order to buy or sell an Investment Instrument by selling the Investment Instrument to the Client from its own assets or buying it from the Client and becoming a holder thereof.

3.4 **Execution or Transmission of an Order.** Patria shall execute the Order or transmit it to a third party for execution without undue delay and in accordance with the schedule of the Execution Venue; provided, however, that in the case of an Execution Venue located in the United States of America, Patria shall send the Order to the Execution Venue or transmit it to a third party for execution only between the hours of 10:00 and 22:00 (CET/CEST) on Business Days, even if Patria receives the Order outside of this timeframe. Outside of these hours, Patria will generally not transmit or send the Order to the Execution Venue for execution but will instead do so without undue delay on the following Business Day during the aforementioned hours. In the event of significant difficulties regarding the proper execution of an Order, the Customer shall be promptly notified, informed of the reason, and advised on the recommended course of action.

3.5 **Partial execution of an Order**. Unless the Order or the Agreement indicate otherwise, Patria may also execute the Order partially, which the Client also agrees with. If the Client is interested in buying or selling only the exact quantity of Investment Instruments stated in the Order, the Client must explicitly advise Patria thereof when submitting the Order.

3.6 **Information on execution of an Order**. Information about the result of executing any Order is displayed in the relevant section of the Business Application or in ČSOB's application. Without delay, but no later than the following Business Day after the Order is executed or, if Patria executes the Order through the medium of a third party, then no later than the following Business Day after Patria receives confirmation from the third party that the Order was executed. Patria and the Client may agree on a different method of reporting the result of executing an Order. Patria shall also provide the Client with information about the status of an Order that has yet to be executed, and shall do so without undue delay following the receipt of the Client's request.

3.7 **Combining (aggregating) Orders**. Patria may combine (aggregate) the Client's Orders with Orders of other clients and with Orders executed by Patria on its own account.

3.8 **Inability to execute an Order properly**. Patria may be unable to execute, implement or settle an Order for reasons beyond its control, primarily in the following situations:

a) suspension of trading or settlement of transactions on a (public) market or in a settlement centre;
b) limitation or suspension of operation of the Depository;
c) acts of supervisory authorities or any other governmental (state) authorities, public markets, settlement centres and registers which prevent the execution, implementation or settlement of the Order;
d) failure to pay for the Investment Instruments in the case of an Order to sell, or failure to deliver the Investment Instruments in the case of an Order to buy, due to a default of the counterparty or a person executing or participating in the settlement of the transaction;
e) suspension or termination of trading with the given issue of Investment Instruments;
f) registration of a suspension of the right to make dispositions with Investment Instruments;

g) delayed registration of a transfer in the CSD or in any other register, or delayed registration of any other service of the CSD or any other register on grounds beyond the control of Patria;
h) failure to execute an Order due to an unsuccessful validation of the Order on grounds beyond the control of Patria;
i) acts of the Client or a third party with whom Patria entered into a contract pursuant to the Client's Order.

3.9 **Reporting of transactions and reconciliation pursuant to the EMIR Regulation.** The EMIR Regulation is a reaction to the financial crisis. The Regulation imposes an obligation on legal entities and natural persons conducting business to report the details of any executed transactions in derivatives in trade repositories (a list of which is available at www.esma.europa.eu). Patria also fulfils this obligation on behalf of clients who have agreed with such reporting. In accordance with the requirements of the EMIR Regulation, Patria also performs portfolio reconciliation at least once a quarter. The reconciliation procedure means a comparison of the balance of the portfolio in Patria's internal systems with the clients' data by sending a statement of the Brokerage Account to the clients. The Client is obliged to notify Patria of any inconsistencies discovered during the reconciliation procedure.

3.10 **Regular investments.** The Customer may place a recurring purchase Order for selected units in collective investment undertakings of the ČSOB and KBC Group without the Customer having to enter into a Product Agreement. Patria will execute individual trades on a monthly basis for the duration of the Order, on the Customer's chosen "record date". The first record date may not fall on a Saturday or Sunday. If the record date falls on a day that is not a Business Day, the Order shall be executed on the next following Business Day. In addition to other agreed grounds for cancellation or rejection of Orders, such regular investment shall be terminated if Patria ceases to procure trades in the Investment Instrument to which such Order relates.

4. BROKERAGE ACCOUNT

4.1 **Records in the Brokerage Account**. The Client may withdraw/transfer funds or Investment Instruments as described below. The balance of the Client's Property is registered in the Brokerage Account including any sub-accounts.

4.2 **Portfolios.** If technically permitted by Patria, the Client may create separate Portfolios. The Client may create up to 5 Portfolios. The Portfolios may hold a selected portion of the Property according to the Client's preferences. The Client may transfer Property between Portfolios and the standard portfolio of the Brokerage Account, unless restricted by law or contractual documents. The Client may only transfer whole pieces of securities between Portfolios. The Client may cancel a Portfolio. In the event that Property is registered in the cancelled Portfolio, it will be transferred to the standard portfolio of the Brokerage Account upon cancellation. A Portfolio cannot be cancelled if there is an active Order registered in relation to the Portfolio.

4.3 **Depositing funds**. The Client shall deposit funds by transferring the same to Patria's Bank Account. For a list of bank accounts in the respective currencies, please refer to the Document with Telephone and Bank Details. As a rule, the deposit will be registered in the Brokerage Account on the following Business Day after the funds were credited to Patria's Bank Account. Patria shall inform the Client in the Business Application that the funds have been credited

to the Brokerage Account. The Client may also deposit to any Portfolio of the Brokerage Account, if any Portfolio is created, using the relevant payment details for the Portfolio.

4.4 **Withdrawing funds**. The Client may withdraw funds from Patria by placing an instruction to withdraw the funds from the Brokerage Account or a Portfolio. Patria shall obey the instruction unless the instruction to withdraw the funds contradicts any other instruction or the Client's obligations arising from the instruction or the Agreement. Patria shall subsequently transfer the funds to the Client's Bank Account. Patria shall make every effort to implement the transfer no later than the Business Day following the day stipulated by the Client in the instruction, i.e. the due date. The Client may request a transfer of funds only to Client's Bank Account if it is not agreed otherwise with Patria.

4.5 **Instruction to withdraw funds**. An instruction to withdraw funds must contain at least the following data:

a) identification of the person who submitted the instruction (Client/Authorized Person);
b) type of operation (withdrawal);
c) amount;
d) currency;
e) due date.

4.6 **Depositing Investment Instruments**. Deposit of Investment Instruments in the Brokerage Account means the Client's act on the basis of which the Investment Instrument is added to Patria's records with the relevant Depository or Custodian, in particular:

a) as concerns domestic book-entry Investment Instruments registered with the CSD – transfer to an asset account with Patria;
b) as concerns Foreign Investment Instruments – transfer to the designated Clients' Account of Investment Instruments or establishment of the right for Patria or a person appointed by Patria authorized to perform the relevant acts with respect to the relevant Investment Instrument.

4.7 **Withdrawing Investment Instruments**. Withdrawal of Investment Instruments from the Brokerage Account means the Client's act on the basis of which the Investment Instrument is removed from Patria's register with the relevant Depository or Custodian, in particular:

a) as concerns domestic book-entry Investment Instruments registered with the CSD – a transfer from Patria to a different broker/dealer;
b) as concerns Foreign Investment Instruments – transfer from the collective account to an asset account designated by the Client.

The Client may submit an Order to withdraw Investment Instruments from the Brokerage Account providing the Client has no obligations to Patria or third parties from any contracts executed by Patria on the basis of an Order relating to these Investment Instruments.

4.8 **Registration of transfer of Investment Instruments**. As a rule, transfer of Investment Instruments or an entry relating to such a transfer will be displayed in the Brokerage Account on the day of the transfer itself of the Investment Instrument or establishment of a right, otherwise without undue delay.

4.9 **Instruction to deposit or withdraw Investment Instruments**. An instruction to deposit or withdraw, as applicable, Investment Instruments must contain at least the following data:

a) identification of the person who submitted the instruction (Client/Authorized Person);

b) identification of the Investment Instruments (name, ISIN or other);
c) type of operation (deposit/withdrawal);
d) number of units of Investment Instruments;
e) identification of the counterparty.

4.10 **Frequency and means of providing statements of account**. Patria shall provide the Client quarterly with a statement of the changes in and the balance of the Client's Property with Patria, always during the calendar month immediately following the calendar quarter for which the statement of account is provided. The Client may request a more frequent delivery of the statements of account and Patria may charge a fee stipulated in the List of Fees for any such extra statement. Patria shall provide the Client annually with the statement with information about all incentives provided to Patria in connection with the investment or additional services provided to the Client for the past calendar year, as well as the costs and associated fees relating to the provided investment and additional services for the past calendar year. If the Client opted for an electronic delivery of documents in the Agreement, Patria shall make the statement available to the Client in the relevant part of the Business Application. Apart from the above, the Client may also request, in the Business Application or otherwise as agreed with Patria, delivery of the statement to the Client's mailing address. Unless the Client opts for an electronic provision of documents, Patria shall send the statements to the Client's mailing address unless the Client chooses in the Business Application or otherwise agrees with Patria on an electronic delivery of statements. If the statement dispatched to the Client returns to Patria as undeliverable due to the fact that the Client is unknown at that address or has passed away, Patria shall not be obliged to send the statements to that address and may destroy the statements. The Client or the Client's legal successor may subsequently ask Patria to issue a new statement, or may obtain a copy of the statement in the Business Application.

4.11 **Contents of the statement of the Brokerage Account**. The statement of any changes in and balance of the Property shall contain especially the following information:

a) balance of Investment Instruments and funds in the Brokerage Account;

b) records of any changes in the Investment Instruments and funds;

c) overview of implemented Orders to buy and sell Investment Instruments;

d) interest accrued on the funds registered in the Brokerage Account;

e) extent to which the Client's Investment Instruments or funds are used for transactions consisting in the financing of Investment Instruments (e.g. loans, repo transactions or reverse repo transactions, buy-sell back transactions or sell-buy back transactions);

f) share of the potential yield gained by the Client in connection with a transaction listed under (e) and the base from which the yield accrued.

The statement will take into account any distribution of the Property among the Portfolios.

4.12 **Correction of errors in the Brokerage Account**. Patria may correct any entries credited incorrectly to the Client's Brokerage Account retrospectively as of the date when the correct amount was to be credited or when no amount was to be credited, and to adjust the charged or provided interest accordingly.

5. ADMINISTRATION, SAFEKEEPING, RECORD KEEPING OF INVESTMENT INSTRUMENTS

5.1 **Keeping records by Patria**. Any and all book-entry Investment Instruments or entries thereof are registered in the Client's asset account with Patria, separately from Investment Instruments held by Patria and other clients, unless agreed otherwise. Patria may, at its own discretion, open the relevant asset account for the Client. Investment Instruments may also be registered with an authorized third party in the Clients' Account of Investment Instruments, namely the Depository or the Custodian. These third parties may be authorized to hand over the Client's Investment Instruments to other domestic or foreign persons for a secondary safekeeping. However, the Client is always authorized to receive such a share of the Investment Instruments held in a collective account abroad which corresponds to the number of Investment Instruments held for the Client by Patria. This paragraph also reasonably applies to certificated (paper) Investment Instruments.

5.2 **Administration and safekeeping without the Client's instruction**. When providing the services of record keeping, safekeeping and administration of Investment Instruments, Patria shall, with or without an instruction from the Client:

a) keep, in compliance with the applicable laws and regulations, records of the Client's Investment Instruments that Patria receives in connection with the Agreement; within the limits of Patria's duties stipulated by the law and in compliance with the practice at the individual Execution Venues, Patria undertakes to maintain the Property separate from its own property and maintain internal records regarding the Client's Property so that the Property is distinguished from the property of other clients.
b) informs the Client about Corporate Events, of which Patria learns from the Depositary or his Custodian without undue delay via the Business Application, or may also inform via an e-mail or send an e-mail notification regarding new information in the Business Application, but only for future Corporate Events;
c) perform acts which, in connection with a Corporate Event duly announced to Patria, lead to preservation of the rights associated with an Investment Instrument, in particular the receipt and holding for the Client of all Investment Instruments Patria receives from the issuer or Patria's Custodian as a result of Corporate Events;
d) perform all acts which are required in relation to the receipt of payments, incomes or yields from the Property, and accept these payments from the issuer or Patria's Custodian;
e) collect from the issuer or Patria's Custodian all interests, dividends or other incomes associated with the Property which Patria credits to the appropriate Brokerage Account of the Client or Portfolios, as the case may be (if a Portfolio is cancelled between the record date for the relevant Corporate Event and the crediting of funds, the funds will be credited to the default (standard) Portfolio of the Brokerage Account);
f) handle and sign declarations and confirmations of ownership of the Property if such an activity complies with the responsibilities of a securities broker/dealer and if the document is required by the Depository or any administrative or other governmental authorities;
g) perform any other acts which Patria legitimately deems necessary or desirable to fulfil Patria's obligations arising from the Agreement.

5.3 **Administration and safekeeping on the basis of the Client's instruction**. On the basis of the Client's instruction, Patria shall, in particular:

a) Exchange and transfer or subscribe Investment Instruments, credit yields from sales to the appropriate Brokerage Account or Portfolio or debit the purchase price including all associated Costs and Remuneration from the Brokerage Account or Portfolio;
b) Exercise the right arising from an option acquired for the Client as part of a Corporate Event, or sell such an option.

5.4 **Procedure in the case of an insufficient instruction from the Client**. If it is necessary for the Client to give an instruction to Patria as a result of a Corporate Event or some other event by a deadline stipulated in the written announcement and the Client fails to provide any instruction or if the Client's instructions are unclear, Patria shall proceed as follows:

a) in the case of acts requiring that the Client decide whether to make another investment (voluntary corporate acts), Patria shall take no action, even if the rights allowing the investor to take part in the relevant corporate act existed separate from the relevant Investment Instrument;
b) in the case of mandatory corporate acts requiring that the Client make a choice, Patria shall implement the default option offered in its announcement to the Client;
c) if it is necessary to make a decision on a direct debit of any income in cases other than those stated above, further procedure shall be exclusively at Patria's own discretion and Patria shall incur no liability whatsoever in this connection;
d) if the costs of record keeping, administration and safekeeping of any particular Investment Instrument significantly increase, Patria is entitled, but not obligated, to inform the Client accordingly and request the Client to submit an Order to sell/transfer or make any other disposition with the Investment Instruments. If the Client fails to respond by the deadline stipulated in the request, Patria and the Client have agreed that Patria may proceed pursuant to Section 6.5 of the Agreement.

5.5 **Services out of scope of administration and safekeeping services.** Unless otherwise agreed, Patria performs exclusively the services explicitly specified in this Section 5 as part of the administration and safekeeping services. In particular, Patria does not provide the following services:

a) exercise or ensure the exercise of any voting rights associated with any Investment Instruments, unless otherwise agreed in writing;
b) fulfil the Client's reporting duty (notification obligation) or any other obligations of the Client arising from the ownership of Investment Instruments or the Client's share of any voting rights, as applicable. The Client is aware that specific obligations arising from the ownership of Investment Instruments may become binding on the Client both under the laws of the Czech Republic and under foreign laws;
c) monitor and inform Clients about delisting of their securities from trading on a regulated market. However, Patria still may voluntarily inform Clients about this fact. Patria warns Clients that such delisting may eventually not occur or may occur under different conditions. Patria is not responsible for the content of this information, even if Patria decides to disclose it to Clients.

5.6 **Choice of yield from a security**. The proceeds from a security may, in specific cases, be paid out in cash or securities. If this option is initiated by the issuer itself (it decides on the possibility of raising capital by issuing an additional number of shares, the so-called dividend option) or it is done within the so-called reinvestment programs (dividend reinvestment plan - DRIP), the Client generally has the right to choose whether to prefer payment in cash or securities (whether newly issued or reinvested and purchased on the secondary market).

Patria will automatically make a choice for the Client in cash, unless the Client at Patria chooses differently for the given event or sets or has a long-term preferred choice in securities.

5.7 **Client's money account**. The Parties have agreed that Patria's Bank Account is the bank account within the meaning of Section 264 of the Corporations Act, i.e. the bank account registered in the list of shareholders to which the issuer pays the share of profit to the Client as a shareholder.

5.8 **Fees for keeping records of Investment Instruments**. The Client is aware that, as a rule, the pay-outs of any yields from the possession of or disposals with Investment Instruments are subject to taxes and fees.

5.9 **CSDR**. The Parties agree that Patria will not enforce penalties against the Client or provide the Client with monetary benefits from penalties imposed because of securities settlement failure pursuant to Regulation (EU) No. 909/2014 of the European Parliament and of the Council of 23 July 2014 on improving securities settlement in the European Union and on central securities depositories (also abbreviated as CSDR).

6. CLIENT'S FUNDS

6.1 **Keeping funds in other institutions.** Patria is not a bank and, as such, does not operate money accounts; the Client's funds are kept in collective accounts with banks in the Czech Republic (accounts with a special regime under the Banks Act) and in accounts with banks in the EU Member States. For an updated list of these banks, please refer to the Documents section of the Website. The Brokerage Account of any particular Patria's client therefore reflects the total amount of the Client's funds deposited with such institutions.

6.2 **Proportionate distribution of funds.** Patria proportionally divides the funds of the individual clients among all the institutions whose accounts in the relevant currency are being used at the given moment. Patria is capable of clearly identifying the amount of the Client's funds deposited in any individual banking institution.

6.3 **Interest from deposited funds**. The Client's funds accrue interest as provided for in the List of Fees.

6.4 **Remuneration for cash balance maintenance.** Patria keeps interest which is paid by financial institutions on Patria's Bank Account as compensation for cash balance maintenance.

6.5 **Insolvency of the Institution with which the Account was Opened and Deposit Insurance.** Bank accounts with banks in which the clients' funds are kept may be participating in the bank deposit insurance scheme. If the bank is insolvent and unable to pay out the deposits, the risk of default of the institution is carried by the Client. In such case, the Client has no right to request Patria to pay out the funds. If the banking institution is insolvent with which the clients' funds are deposited, Patria shall calculate each client's share in these funds at the moment the insolvency is declared (as of the end of the day when the insolvency was declared). Patria then informs the clients of the amount of the funds deposited with the given institution. In such case, the clients will be indemnified from the bank deposit insurance scheme up to the limit stipulated in the legislation of the relevant state. If the insolvent bank has its registered office in the Czech Republic, the clients, as

creditors (obligees), will be indemnified in compliance with Section 41a et seq. of the Banks Act.

7. CURRENCY CONVERSION (FOREIGN EXCHANGE)

7.1 **Foreign exchange**. If the provision of an investment service, especially the purchase of an Investment Instrument, requires the use of funds in a currency which the Client does not have in their Brokerage Account, the Client may submit an instruction to convert funds from one currency to another or an exchange shall occur automatically subject to conditions specified in Section 7.6 of the Terms and Conditions. If the Client proceeds with an exchange based on the Client´s instruction, the Client represents that the exchange is done for the investment services purpose, mainly to buy an Investment Instrument.

7.2 **Exchange rate**. The currency conversion shall be executed using the exchange rate available in the Business Application calculator before the instruction to convert is submitted, or the Client shall be advised of the exchange rate by telephone, on request.

7.3 **Available currencies**. Patria is capable of converting funds in those currencies in which Patria's bank accounts are denominated. An overview of these accounts is provided in the Document with Telephone and Bank Details. In addition to that, Patria converts also the following currencies: HKD, AUD, JPY, RON, ZAR, ILS. If agreed by Patria and the Client, Patria may also convert funds in other currencies.

7.4 **Submitting an instruction**. Foreign exchange instructions shall be submitted:

a) electronically using the Business Application;
b) by telephone;
c) in paper form.

7.5 **Execution of a foreign exchange transaction**. A foreign exchange transaction will be executed at the moment the Client and Patria agree on the exchange rate and the type and volume of the currencies which ought to be the subject of the foreign exchange, i.e. the currency which Patria shall purchase from the Client and the currency which Patria shall sell to the Client.

7.6 **Automatic conversion**. The Client may activate the possibility of an automatic currency conversion in the Business Application or otherwise as agreed with Patria. The Clients who entered into the Agreement after November 1, 2024 have automatic currency conversion set as a default option by conclusion of the Agreement, and if they are not interested in it, they can ask Patria to cancel such automatic conversion option. If this service of automatic currency conversion is activated and the Client submits an Order the execution of which requires the use of funds in a currency which the Client does not have in their Brokerage Account and, at the same time, the Client themselves does not perform the currency conversion to the relevant currency on or before the day of executing the Order, Patria is subsequently entitled to convert the funds in the Client's Brokerage Account to the relevant currency to the extent necessary for the provision of the investment service. Any and all costs arising from such currency conversions shall be paid by the Client and the Client also assumes the exchange rate risk. The applied exchange rate will be the exchange rate which would apply if the instruction were submitted by the Client themselves at the moment of the automatic conversion.

7.7 **Reasonable application of the rules regarding Orders**. The provisions regarding Orders set forth in Section 2. of the Terms and Conditions shall reasonably apply to instructions to convert (i.e. unless such application conflicts with the nature of a currency conversion).

7.8 **Settlement of a conversion**. A currency conversion is settled in accordance with market customs, most frequently on t+1 where "t" is the day of entering into the foreign exchange transaction.

8. SETTLEMENT OF A TRANSACTION

8.1 **Essence of the settlement of a transaction**. Settlement of a transaction means fulfilment of the obligations arising from a transaction entered into on the basis of an Order. Patria shall primarily settle transactions as follows: (i) when purchasing Investment Instruments, by crediting the purchased Investment Instruments to the Brokerage Account and debiting the funds used to purchase the Investment Instruments from the Brokerage Account, (ii) when selling Investment Instruments, by debiting the sold Investment Instruments from the Brokerage Account and crediting the funds generated by the sale of the Investment Instruments to the Brokerage Account. In the event of a purchase or sale to a chosen Portfolio of the Brokerage Account, settlement shall be made within the Portfolio.

8.2 **Crediting funds**. Unless agreed otherwise, the funds which the Client ought to receive as a result of the settlement of the transaction shall be credited to the Brokerage Account or its respective Portfolio.

8.3 **Defects of Property and cancellation of settlement**. Patria may refuse to accept any Property for the benefit of the Client if the Property suffers from any legal or other defects or if it gives rise to other legitimate doubts and, on these grounds, Patria may take steps to cancel the settlement of the transaction; Patria shall inform the Client of any such case without delay.

8.4 **Multiple transactions and offset**. Unless expressly agreed otherwise, if multiple transactions are executed (or, as applicable, if multiple receivables exist between the Parties), the final (net) amount of the receivable shall be determined on the basis of an offset of the individual receivables.

8.5 **Time and other conditions of settlement**. Settlement of transactions occurs at the time and in accordance with the conditions stipulated by the Execution Venues or, as applicable, the persons who execute or procure the execution of the transactions and other involved parties depending on the nature of the matter. The settlement of transactions with shares usually occurs two Business Days after the execution of the Order. In accordance with the applicable regulations or customs of the Execution Venues and settlement centres, the settlement of a transaction may occur otherwise than as "delivery versus payment". Patria is not liable for any damage potentially incurred by the Client in cases where the settlement took place in accordance with the applicable regulations or customs of the given Execution Venue or settlement centre.

8.6 **Problems with settlement**. If a settlement is delayed or if the transaction is not settled at all, Patria shall inform the Client thereof and, at the same time, advise the Client of the reasons and agree with the Client on further steps to be taken.

9. INFORMATION FOR CLIENTS AS INVESTORS AND PROVISION OF SUCH INFORMATION

9.1 **Risks associated with investments**. The value of an investment in, and the income generated from, Investment Instruments may fluctuate in the course of the investment period. No return on the invested amount is guaranteed; the same applies to any anticipated or potential yields. This means that the entire investment can be lost. Each investment entails a risk depending on the nature of the investment. The particular measure of risk consisting primarily in the potential fluctuation of the value of the Investment Instrument, even below the invested amount, depends on the type of the Investment Instrument.

9.2 **MiFID information**. In connection with the performance of the Agreement, Patria is subject to a statutory obligation to provide the Client with certain information prior to the execution of the Agreement and subsequently update such information. This information is contained in the Agreement, the Terms and Conditions and the List of Fees, as well as in the following documents (hereinafter the "Documents with Information for Investors"):

a) **Conflict of Interest Policy Patria Finance, a.s. -** this document describes the rules and procedures applied by Patria in the identification and management of conflicts of interests as well as any information on incentives;
b) **Information on Financial Instruments and Related Risks** - this document contains a description of the individual risks associated with investments in the individual types of Investment Instruments.
c) **Information on the Order Execution Policy** – Patria executes the clients' Orders under the best conditions and, to this end, Patria has set the necessary rules in this document. The document also contains information regarding the circumstances under which Patria may combine (aggregate) Orders and the obligations binding on Patria which arise therefrom;
d) **Information on the Protection of Clients' Property** – this document describes the protection afforded to the clients' Property. Investment Instruments (securities) are, under certain circumstances, protected by the Compensation Fund system and the clients' funds are, under certain circumstances, protected by the deposits insurance system. For more information and details regarding both compensation mechanisms, please refer to the this document;
e) **Classification of Clients** – in connection with entering into the Agreement, Patria must, under the applicable laws and regulations, classify its clients into categories. The classification of the Client in a particular category is provided in the Agreement. Each category of clients entails a certain measure of protection in the provision of investment services. This document describes the individual categories in greater detail;
f) **Complaints Rules** - is a document issued by Patria which lays down the main principles of handling the Client's complaints and grievances;
g) **Principles of Providing Investment Advisory Service and Other Investment Services** - if the Client agrees with Patria on the provision of investment advisory services, the information regarding investment advisory services is available in this document. The document also describes regimes in which services are provided without investment advisory.

9.3 **Disclosure of Key Information**. The document is prepared for an Investment Instrument which must have such a document under the applicable laws and regulations. It is a clear and well-arranged document which contains basic information about the given Investment

Instrument. The document is divided into several brief parts which contain information about the investment policy and the risk profile, the fees and costs, etc. If the document is provided to the Client by electronic means, Patria shall provide the Client, on request, with a free paper copy.

9.4 **Prospectuses and issue terms.** Prospectuses, issue terms and other similar documents issued directly for specific Investment Instruments are also important for the clients as investors in specific Investment Instruments.

9.5 **Investment recommendations and analyses**. In order to facilitate the clients' understanding of the financial markets, Patria provides analyses and news service which presents practical information for short-term as well as long-term investors. The analyses may include strategic recommendations or comparisons of the basic asset classes.

9.6 **Trading on Foreign Markets.** If the performance is to involve trading on foreign markets, the relevant funds and Investment Instruments will be kept in collective client accounts in accordance with the trade usages, regulations and rules applied on the relevant foreign markets. Information and data regarding transactions entered into and executed at foreign Execution Venues will be provided to the Client in the format and in the standards customary at such foreign Execution Venues.

9.7 **Consent with electronic provision of documents**. If the Client opted for an electronic provision of documents in the Agreement, the Client agrees that documents addressed to the Client personally shall be provided to the Client on a permanent data carrier other than paper. The Client agrees that documents shall be provided to the Client via the Website, except for documents addressed to the Client personally or documents where such delivery is prohibited by the applicable regulation.

9.8 **Provision of documents in electronic or on paper**. If the Client agreed with an electronic delivery of documents in the Agreement, the Documents with Information for Investors shall be made available to the Client in the Documents section of the Website and in the Business Application. The Terms and Conditions and the List of Fees are available at the Website and are also provided via the Business Application. The above procedure shall also be applied by Patria when providing the Client with any amendments to the said documents. The Disclosure of Key Information will be provided electronically via the Business Application. Any suitability statement will be provided electronically via the Business Application or by e-mail. If the Client did not opt for an electronic provision of documents in the Agreement, the Client wishes to receive the said documents always on paper. If these are written documents that Patria does not send to the Client they are made available to the Client at Patria and in the business premises where an Agreement can be entered into. Clients with an executed Agreement who could not opted for the electronic provision of documents at the beginning shall in this regard be bound by the existing terms regulating the provision of documents.

10. RIGHTS, OBLIGATIONS AND CONSENTS OF THE CLIENT

10.1 **Sufficient Property**. When submitting the Order, the Client must have sufficient Property in the Brokerage Account necessary to execute the Order, including any related Remuneration and Costs. The determination of whether the Client has sufficient funds shall always be based on an assessment of the risks arising from the possible fluctuation of prices of Investment Instruments and exchange rates. Patria shall block the required funds (in the event that an Order is placed through ČSOB using its application and the Client has selected a ČSOB account to execute the Order, the required funds are blocked in the selected ČSOB

account and these are subsequently transferred to the Client's bank account or Brokerage Account as part of the settlement of the trade) or Investment Instruments in the Client's Brokerage Account from the receipt to the settlement of the Order. The foregoing shall also apply to any Portfolios.

10.2 **Due date for payment of the Remuneration and Costs**. Unless stipulated otherwise, the Remuneration and the Costs are due and payable on the day when the given investment service is provided for which the above are charged. Unless stipulated otherwise, the Remuneration for or Costs of a service other than an investment service are due and payable as soon as the provision of the service is initiated.

10.3 **Means of payment for the Remuneration and Costs**. Patria shall deduct any due and payable Remuneration and Costs from the Client's Brokerage Account. If it is necessary to pay Remuneration or Costs in a currency that the Client does not have on the Brokerage account, Patria will, at its discretion, use funds in the currency available on the Brokerage account. The exchange rate at such a moment will be the same as if the Client him/herself entered the exchange instruction. If the Client has insufficient funds in the Brokerage Account in any currency, Patria shall send a request to the Client to pay the Remuneration and the Costs and the Client undertakes to pay the due and outstanding amount to the bank account specified in the request within 5 days of receipt. The Client is aware that the Client may incur other costs in connection with the provision of services under the Agreement or in connection with transactions relating to Investment Instruments under the Agreement, including taxes, which are not paid by Patria, invoiced by Patria to the Client or paid on behalf of the Client by Patria; the above, however, does not exclude the possibility that the costs, if any, will have to be paid by the Client. The foregoing shall also apply to Portfolios. Remuneration for the services of registration (record keeping), safekeeping and administration of of Investment Instruments shall always be paid from the Property in the standard (default) portfolio of the Brokerage Account.

10.4 **Obligation to remain reachable**. The Client is obliged to have a mailbox marked with at least his full surname so that the Client can receive mail regularly and properly. In the event that the Client has also provided Patria with a telephone number and/or e-mail address for joint communication, the Client is obliged to ensure and maintain access to these means of communication and to retrieve the delivered communication on these communication channels regularly. If the Client does not do so and does not notify Patria of a a change in contact details, Patria considers it important to caution the Client that this may impede the attempts to communicate with the Client as a result of which Patria may, in accordance with legal regulations, consider the sent communication as completed and will have effects associated with the completed communication (e.g. after sending the termination of the Agreement to the Client and expiry of the notice period associated with the termination, Patria can sell the Client's Investment Instruments).

10.5 **Provision of assistance**. The Client is obliged to provide Patria with any and all assistance necessary for the latter to meet its obligations under the Agreement and to fulfil the subject matter and the object of the Agreement and, if necessary, grant any and all necessary powers of attorney to Patria and perform any other acts as required under the circumstances.

10.6 **Mandatory disclosure of information**. The Client hereby authorizes Patria to disclose, to the necessary extent and in cases stipulated by the applicable laws and regulations, any and all information and documents relating to the Client, including the Client's identity, which will be legitimately requested under the applicable laws and regulations, to any and all

administrative authorities, entities and persons specified in the applicable laws and regulations.

10.7 **Encumbrance on the Property and notification to Patria.** The Client is obliged to inform Patria if the Client created, before or after the Property was entrusted to Patria, any security interest (pledge, lien) or any other encumbrance or right in rem burdening the Client's Property for the benefit of a third party, or if the Client separated or intends to separate any separately transferable rights attached to the Investment Instruments; Patria must in such case be informed before the execution of the Agreement or, as applicable, 7 days before the Property is encumbered, but no later than 2 business days after the Property was encumbered if the Client could not know that the Property would be so encumbered.

10.8 **Right to inquire about developments**. The Client may inquire via the Call Centre or the Broker about the developments on the capital market, fluctuation of the rates of the Investment Instruments purchased by the Client and the value of the Collateral deposited by the Client.

10.9 **Obligation to inform of any potential abuse.** The Client is obliged to inform Patria without delay of any and all cases of theft, misuse or loss of data relating to the Client's user profile in the Business Application or, as applicable, any theft or loss of the Client's computer or any other electronic device which the Client uses to communicate with Patria.

10.10 **Obligation to provide LEI**. In the cases stipulated by the applicable laws, if the Client wishes to enter into a transaction with an Investment Instrument with or through the medium of Patria, the Client is obliged to provide Patria with the LEI (Legal Entity Identifier). If the Client fails to provide the LEI, the Client is aware that Patria shall not enter into the transaction with the Client or shall not procure the transaction for the Client.

10.11 **Public register of contracts**. If the Client is a person listed in Section 2(1) of Act No. 340/2015 Coll., on Special Conditions for Effectiveness of Selected Contracts, Public Disclosure of Such Contracts and Register of Contracts (Register of Contracts Act), as amended (hereinafter the "Register of Contracts Act"), the Client represents by signing the Agreement that the Client undertakes to disclose any and all Agreements, Product Agreements and Orders using the register of contracts in compliance with the applicable laws and regulations if the public disclosure of the above is mandatory. Apart from any requirements imposed by the applicable laws and regulations, the Client shall also obliterate any other information if Patria requests the Client to do so, providing the laws and regulations allow such procedure. The Client is aware that the services tied to the Agreement or any Product Agreement may be provided only after the Client's obligation is fulfilled to publicly disclose the Agreement and the Product Agreement, if applicable, in the register of contracts. Patria is entitled, though not obliged, to publicly disclose in the register of contracts any Agreement, Product Agreement or Order if and to the extent necessary for the discharge of this obligation of public disclosure stipulated in the Register of Contracts Act. The Client declares by signing this Agreement that the Client undertakes to compensate Patria if the Client fails to meet the obligation to publicly disclose the Agreement, any Product Agreement or Order.

10.12 **Consents**. The Clients agrees that

a) Patria shall perform the portfolio reconciliation at least once a quarter by providing a statement of the Brokerage Account to the clients and comparing the balance in the internal system portfolios with the data from financial counterparties;

b) disputes, including disputes concerning the portfolio value, shall be resolved in compliance with the Complaints Rules;
c) Patria may execute the Client's Orders outside the regulated market or multilateral trading facility;
d) the Client agrees with the rules for executing orders which Patria sets forth in the Rules for Executing Orders;
e) if the Client submits a limit Order in respect of shares admitted to trading on a regulated market and the Order is not immediately executed under prevailing market conditions, Patria has the right to decide whether Patria shall make the Order public in a manner easily accessible to other market participants, or whether Patria shall not make the Order public.

10.13 **Investment questionnaire**. In order for Patria to be able to assess, in accordance with law, whether the provision of investment services is appropriate, suitable for the Client and the investment corresponds to the target market, the Client is asked to fill in an investment questionnaire. If the Client refuses to fill in the investment questionnaire, the Client will be informed of the consequences of not filling in the investment questionnaire. The Client is not asked to fill in the investment questionnaire if the Client initiates the agreement negotiation from the ČSOB's application environment. If the Client does not have a completed investment questionnaire, Patria may limit the Client's possibility of submitting an order or accepting it, especially in relation to complex Investment Instruments.

10.14 **Taxes**. The Client may incur a tax liability from the performance under the Agreement and especially from the Investment Instruments. Patria does not fulfil any tax liabilities on behalf of the Client. Patria does not provide any tax consultancy to the Client. Patria may provide the Client with indicative information on the amount of withholding tax in the form of a document available in the Documents section of the Website.

10.15 **Politically exposed person**. The Client declares in the Agreement that the Client is or is not, as applicable, a Politically exposed person in terms of the AML Act and undertakes to inform Patria of any changes to the evaluation of that status.

11. RIGHTS AND DUTIES OF PATRIA

11.1 **Provision of investment services**. Patria undertakes to provide investment services in compliance with the Agreement, the Client's Orders, the applicable laws and regulations, and the rules and trade usages of the Execution Venues. The Client is aware that when providing services to clients, Patria is bound by the obligations imposed on Patria as a financial institution and a securities broker/dealer by the applicable laws and regulations.

11.2 **Assessment of suitability.** When providing investment advisory services, Patria may in accordance with the applicable laws and regulations demand from the Client information on the latter's financial situation, investment goals, sustainability preferences, expertise and experience in the field of investments which will allow Patria to recommend an Investment Instrument and a transaction with the Investment Instrument that will be suitable for the Client. Unless Patria receives the necessary information, Patria is not allowed to make any such recommendation on suitability. Patria may assume that a Professional Client per se has the expertise and experience in investments to make their own investment decisions and assess any risks assumed in connection with an investment service or a transaction with an Investment Instrument. Patria also may assume that, for the purposes of providing investment advisory services, the Professional Client per se has the financial resources

necessary to assume any associated investment risks corresponding to the Client's investment goals. Investment advice provided by Patria during a phone call is valid only for the duration of the phone call.

11.3 **Assessment of appropriateness of an Investment Instrument**. Unless Patria provides investment advisory services to the Client in relation to the procurement of a particular transaction with an Investment Instrument, Patria may in accordance with the applicable laws and regulations demand information from the Client regarding the latter's expertise and experience in investments which will allow Patria to assess whether the procurement of the transaction with the particular Investment Instrument is appropriate for the Client. If Patria discovers on the basis of the collected information that the Investment Instrument is not appropriate for the Client, Patria is obliged to inform the Client accordingly.

11.4 **Target market evaluation**. Before evaluating the appropriatness or suitability of the Client's trade with a specific Investment Instrument, Patria is obliged to evaluate for which trades with particular Investment Instruments the Client is the so-called target market. For this evaluation, Patria is entitled to request or use the information already available to Patria regarding (i) classification of the Client according to the applicable legislation, (ii) his knowledge and experience, (ii) financial background, (iv) investment objectives, (v) his tolerance to risk and (vi) his sustainability preferences. In the event that the Client does not provide this information, Patria may not allow the Client to trade with Investment Instruments that are not intended for the general public offer.

11.5 **Assessment of appropriateness and suitability with respect to Authorized Persons**. If the Client is represented by an Authorized Person, Patria shall assess the suitability or appropriateness of any particular transaction with an Investment Instrument on the basis of such Authorized Person's expertise and experience in investments, and from the Client's financial background, investment objectives, tolerance to risk and sustainability preferences.

11.6 **Exception to the obtaining of information (execution only mode)**. If the Client refuses to fill in the investment questionnaire or does not have it filled in (if the Client initiated the agreement negotiation from the ČSOB's application environment), Patria may still accept the Client's Order in relation to non-complex Investment Instruments, provided that other conditions stipulated by law are fullfiled.

11.7 **Special conditions**. Patria may stipulate special conditions for the provision of services (submission of Orders) in relation to selected markets or Investment Instruments, including any fees charged for such services. Patria shall notify the Client of any such special conditions.

11.8 **Provision of investment service by using a third party**. In order to perform its obligations arising from the Agreement, Patria may hire the services of other authorized persons (especially securities brokers/dealers and Custodians) and may also entrust these persons with the execution of any investment service. In connection with the above said, Patria may enter into an agreement for the Client's account if necessary with respect to the nature of the matter in order to execute the investment services to the necessary extent. The Client is aware and agrees by signing the Agreement that the relationship between the third party and Patria may be governed by foreign laws, third-party rules and regulations, market practice or standards and trade usages applicable on the relevant market. Patria shall select the third party with professional care and shall primarily take into account the third party's expertise and reputation, their know-how, market customs and market procedures relating to the protection of Property. In order to protect the Client's Property, Patria shall

make sure that the Client's Property entrusted to the third party is clearly segregated from Patria's property, unless prohibited by the law of the respective country.

11.9 **Clients acting for their own account**. Any and all Orders and other acts which Patria performs on the basis of the Agreement are deemed to be acts performed for the Client's account. Patria always considers the Client to be Patria's client in terms of the Capital Market Undertakings Act, regardless of the fact that the Client is acting for the account or benefit of another person or that it follows from the nature of the matter.

11.10 **Blockage of Property**. If Patria suspects any abuse of the Client's Property (such as a suspected abuse of the Client's security features or dispositions with the Property after the Client's death), Patria may refuse to accept the Order or any other instruction or may otherwise block any further execution thereof.

11.11 **Use of the Client's Property**. Patria may only use the Client's Investment Instruments to deal on own account or for the account of another client if the Client has given Patria their prior explicit consent in terms of Section 12e(1) of the Capital Market Undertakings Act, in writing or in any other equivalent manner. If the Client's Investment Instruments are used for such transactions, Patria shall inform the Client of Patria's duties arising from the applicable laws and regulations.

11.12 **Retention right**. Regardless of any security interest, Patria has the right under the Civil Code to exercise Patria's retention right to the Investment Instruments if the Client's Debts owed to Patria are not fulfilled. Even if the Client submits an Order, Patria has the right to withhold execution thereof and retain the Investment Instruments for the purpose of settling the Client's Debt. Such retention is not incompatible with any Client's Order in terms of Section 1396(2) of the Civil Code.

11.13 **Invalidation of security features and accesses**. Patria has the right to invalidate without the Client's consent the security codes which the Client has at their disposal for activities under the Agreement or the login data for the Business Application if Patria suspects, on the basis of certain circumstances, that the data could have been abused. The Client must be informed of any such change without delay.

11.14 **Exclusion of liability**. Patria assumes no liability for any harm exceeding the applicable laws and regulations, primarily no liability for:

a) harm caused by a third party (including a Depository) or harm caused by insolvency of the third party, if applicable;
b) legal defects of any bought or sold Investment Instruments, the existence of any third-party rights (if any) encumbering the Investments Instruments, or the fact that the bought or sold Investment Instruments lack any rights which should be attached thereto, unless such circumstances could have been discovered with professional care;
c) authenticity or value of the Investment Instruments which are the subject of dispositions under this Agreement, and any reduction of the value of the Investment Instruments which Patria administers;
d) acts of the Client and of the Authorized Person, and any mistake they make in the disclosure of the information necessary for the provision of services under the Agreement and any harm arising therefrom;
e) failure, interruption/suspension or unavailability of any communication channel between the Client and/or the Authorized Person and Patria; and

f) inability to execute, implement or settle any executed Order for reasons beyond Patria's control, especially in cases pursuant to Section 3.8 of the Terms and Conditions.

11.15 **Liability for disclosed information**. Inaccurate, incomplete or delayed quotations, rates (prices) of Investment Instruments, inaccurate or incomplete information about trading (results of trading), or any other inaccurate or incomplete information provided on the Website, in the Business Application, or accessible from the Website and the Business Application, are not deemed to be a default on Patria's obligations. Patria is not liable for any losses or any other harm sustained in connection with such information, primarily in connection with the use of or failure to use such information by the Client. Patria is neither deemed in default of Patria's obligations if the Website and the Business Application are temporarily non-functional.

11.16 **Limitation of the compensation for harm**. The Parties have explicitly agreed that irrespective of the above said, Patria is not obliged to compensate the Client for any harm other than a harm caused intentionally or by gross negligence. However, the provisions of this Section only apply if the Client is a legal entity or if the Client acts, within the scope of the Agreement, as a natural person conducting business.

11.17 **Real-time market data**. Patria is entitled, though not obliged, to unilaterally deactivate the previously activated real-time data (i.e. providing current market data) in the Business Application in the event that the Client has a debt to Patria or in a situation when the Client has not logged in the Business Application in the last three months. In addition, Patria is entitled to reject the Client's activation request for the providing market data in the Business Application in the event, that the Client declaring professional use of real-time data.

11.18 **Change of the Terms and Conditions by Patria**. Patria may amend the Terms and Conditions with immediate effect, provided that it does not unilaterally interfere with Customer's rights and obligations. Such change may be, in particular, a modification of the Terms and Conditions caused by technological developments, business need of more favourable conditions to Clients or a change in the provisions of legislation from which Patria cannot contractually deviate. Patria may also propose a change to the Terms and Conditions as described in the Agreement.

12. AUTHORIZED PERSONS AND THEIR ACTS ON BEHALF OF THE CLIENT

12.1 **Authorization of an Authorized Person**. The Client may authorize another person of 18 years of age or older with full legal capacity to submit Orders and/or perform any other acts in connection with the Agreement unless any Product Agreement stipulates otherwise in relation to that person. The Client may only authorize a person by duly filling out and submitting the prescribed form to Patria. The Authorized Person's authorization takes effect as soon as the acceptance of the authorization sent by Patria to the Client is confirmed. If the Client appointed the Authorized Person in the form of amendment or annex to the Agreement, such amendment or annex is deemed to be with effect of these Terms and Conditions the unilateral authorization of the Authorized Person by the Client.

12.2 **Access to the Agreement**. By grating the authorization to the Authorized Person, the Client declares that the Client provided the Agreement to the Authorized Person so that the latter may get acquainted with it. The Client agrees that the Agreement may be made available to the Authorized Person by Patria.

12.3 **Termination of authorization**. The Client or the Authorized Person may revoke the authorization at any moment by filling out and submitting the relevant prescribed form to Patria unless the Client and Patria agree otherwise. The revocation of the authorization granted to the Authorized Person is processed and takes effect as soon as the revocation is confirmed to the Client by Patria.

12.4 **Authorized acts**. The Authorized Person is primarily authorized to:

a) submit Orders through the Business Application, Call Centre or Broker on behalf of the Client;
b) receive the investment advisory services from Patria for the Client's account;
c) have access to information regarding the Client's Property and transactions through the Business Application, also for the period preceding the day when the Client granted the authorization to the Authorized Person;
d) enter into transactions according to the Product Agreements executed between the Client and Patria if the Client and Patria have entered into the relevant Product Agreement;
e) perform any and all other acts relating to the Client's Property held in the Brokerage Account unless they are contrary to the prohibited acts in the Section 12.6 of the Agreement.

12.5 **Extended Authorization of the Authorized Person**. The Client that is a legal entity may also authorize the Authorized Person, if Patria allows it, to periodically update forms and questionnaires through the Business Application. In such case, the Authorized Person is authorized in particular to complete/update the investment questionnaire and the questionnaires and forms required to carry out the Customer's inspection under the AML Act on behalf of the Customer through the Business Application.

12.6 **Prohibited acts**. The Authorized Person is not eo ipso entitled to:

a) sign amendments to the Agreement or grant an authorization to another person;
b) change the Client's registration or contact details;
c) sign other agreements with Patria on the Client's behalf;
d) transfer funds from the Client's Brokerage Account to a bank account other than the Client's Bank Account;
e) transfer Investment Instruments from the Client's Brokerage Account (does not apply to sales of Investment Instruments on the basis of an Order);
f) change the number of the Client's Bank Account; or
g) submit an order to buy Investment Instruments or an instruction to transfer the Client's Property from the Brokerage Account after the Client dies, whether or not the Authorized Person's authorization survives the Client's death.

12.7 **Representations and responsibility for the Authorized Person**. The Client and the Authorized Person are aware and agree that:

a) transactions executed by the Authorized Person are transactions made on behalf and for the account of the Client, these persons are authorized to represent the Client and carry out legal actions (and they obtain any consent or other confirmations or documents if required), and any loss resulting from such transactions is the Client's loss and Patria therefore assumes no liability for the acts or choice of the Authorized Person;
b) the Authorized Person selected by the Client may also be an authorized person for other clients trading through Patria.

12.8 **Refusal of any Authorized Person.** If Patria has a well-grounded suspicion that the Authorized Person acts contrary to any applicable laws or regulations, the Agreement when acting on behalf of the Client, or when Authorized Person is unacceptable according to Patria's internal rule, Patria may entirely refuse to deal with the Authorized Person.

13. COMPLAINTS AND CLAIMS

13.1 **Complaints of services**. The Client may make a complaint with Patria in compliance with the Complaints Rules as to the manner of the provision of or the result of procuring a specific investment service. Unless agreed otherwise in writing by the Parties, the complaints procedure shall not suspend the limitation period.

13.2 **Complaint with the Supervisory Authority**. The Client may also petition the Supervisory Authority with a complaint of services provided to the Client by Patria.

13.3 **Disputes and the Financial Arbitrator**. The Client may submit any disputes that arise between Patria and the Client as a consumer during the provision of investment services to the Financial Arbitrator (www.finarbitr.cz), without prejudice to the clients' right to petition a court-of-law.

14. COMMUNICATION AND METHOD OF ACTING

14.1 **Language of the communication**. Mutual communication between Patria and the Client shall be conducted in Czech and, at the Client's request, in English. Before the Agreement is entered into, the Client may also request the terms and conditions and other information in English or Slovak and the request will be granted.

14.2 **Means of communication**. Mutual communication between Patria and the Client may be conducted using any of the following means:

a) electronically via the Business Application or an e-mail address;
b) via a data box (on the part of the Client, provided that the Patria is able to verify the identity of the Client and all requirements for the relevant legal action are met);
c) personally;
d) by telephone, push notification of the Business Application on a mobile or other similar electronic device via the application or via text messages (SMS);
e) by an exchange of letters (in paper form).

14.3 **Identification data**. The Client is always obliged to use the agreed identification data according to the Security Rules in any communication, if requested for the given means of communication.

14.4 **Unilateral reporting of changes to selected data**. Specific parts of the Agreement may also be changed unilaterally by Patria or the Client in compliance with the Agreement. This specifically applies to data concerning the Parties and other identification or factual data about the Client in the Agreement. If Patria is obliged to verify any particular data, Patria shall request the Client to provide the relevant documents or information. A change made by announcement has effects only if any and all of the necessary documents or information are provided. Patria shall inform the Client that the change has been processed. Patria may change information about the Client (e.g. permanent residence) even if Patria obtains information in connection with another contract concluded with the Client, but not the e-mail address, mobile phone and Client's Bank Account, which the Client has chosen to be used in

connection with the Agreement (whether at the time of its conclusion or subsequently). If the Client has chosen these contact details in relation to another contract with Patria, they are used exclusively for the purposes of such a contract.

14.5 **Changing the Client's Bank Account via the Business Application**. Only clients who have concluded the Agreement after November 31, 2017, and only for monetary accounts held in specified currencies, may change the Client's Bank Account via the Business Application. For the purpose of changing the Client's Bank Account via the Business Application, the Client will be asked to transfer any amount from the newly specified monetary account to the Brokerage Account (hereinafter the "Authorization Payment"). The Client must make the Authorization Payment and it must be credited to the Brokerage Account no later than 30 days from the day the Client was invited to do so unless the Client had already transferred the Authorization Payment earlier or agreed otherwise with Patria. The change is effective provided that the Client properly remits the Authorization Payment, and all necessary documents or information are provided. Patria will inform the Client about the processing. If the Business Application does not allow changing the Client's Bank Account, the parts about the Client's Bank Accounts may only be changed by an amendment.

14.6 **Unclear documents**. If Patria receives any illegible or incomplete documents, or documents whose authenticity is doubtful or which are not signed by the persons authorized to do so, Patria undertakes to inform the Client thereof without delay. Until Patria receives a reply, which the Client is obliged to submit without delay, Patria shall not perform any acts on the basis of these documents; until the reply is delivered, any documents which have not been signed or approved by the persons authorized to do so shall be disregarded and Patria shall not be liable for any harm, if any, incurred by the Client in connection therewith.

14.7 **Substitute means of communication**. If the system or devices used by Patria for communication with the Client fail or break down, Patria shall secure a substitute means of communication without delay. A substitute means of communication in the case of a breakdown means communication through the Business Application or by a cell phone, as the case may be. If such a substitute means of communication is not practicable either, the Parties shall communicate in writing.

14.8 **Client's mailing address**. Patria shall deliver any written materials either to the address which the Client specified in the Agreement as the mailing address or which the Client notified to Patria in accordance with the Agreement. If the Client failed to provide any such address, Patria shall deliver any written materials to the address of the Client's permanent residence if the Client is a consumer, or to the address of the Client's registered office in any other case, unless Patria and the Client agree on any other address.

14.9 **Patria's mailing address**. Any written materials addressed to Patria must be sent to the registered office of Patria unless Patria notifies a different address to the Client as its mailing address.

14.10 **Written form of acting**. If the Agreement or the Terms and Conditions stipulate that any particular act may or must be performed in writing, the act may also be performed electronically, and the written form of the action shall be preserved even if such action is not accompanied by a recognised electronic signature, unless otherwise stipulated or agreed by the Parties. The Business Application need not always allow for a particular act to be performed using that application.

14.11 **Information on the recording of communication**. Any discussions and communication between Patria and the Client are recorded in compliance with the applicable laws and regulations. Copies of such recorded discussions and communication shall be available in Patria for the period of five years if requested by the Client, or for the period of up to seven years if requested by the competent authority.

15. CONFIDENTIAL INFORMATION AND PERSONAL DATA

15.1 **Processing of personal data by Patria**. Patria processes personal data. Patria is especially entitled to provide the data to members of the ČSOB Group and of the KBC Group; for any details relating to the processing of personal data, please refer to the Information on Personal Data Processing.

15.2 **Confidential Information**. Patria shall maintain the confidentiality of any confidential information (such as information regarding the investment services and the balance of the Client's property). Patria may provide confidential information (such as data concerning the investment services and the balance of the Client's Property) to members of the ČSOB Group and of the KBC Group. Such information may be used by members of the ČSOB Group and of the KBC Group primarily for the purpose of providing services to the Client or managing risks.

15.3 **Obligation to report up-to-date Personal Data**. The Client is obliged to provide Patria with up-to-date, truthful and complete Personal Data. The Client is obliged to inform Patria of any changes to any Personal Data in writing and without delay, but no later than 7 Business Days from effecting the change. Patria is entitled to verify the truthfulness and accuracy of the personal data regarding the Client and the Client is obliged to provide the necessary assistance in this respect. This paragraph applies to the Client as well as any Authorized Person.

16. BUSINESS APPLICATION AND EXECUTING THE AGREEMENT BY ELECTRONIC MEANS

16.1 **Business Application**. Patria may enable the submission of Orders or any other activity, if applicable, via the Business Application. If the Client is allowed to take actions through the Business Application (in particular, to insert/update/complete forms, questionnaires or other documents), the Client (or Authorized Person) shall take such actions towards Patria primarily through the Business Application; Patria may refuse any other method (except for the submission of Instructions). Patria and the Client may use the Business Application to agree on other services not provided for in the Agreement; such services shall also be governed by the Agreement.

16.2 **Full and limited version of the Business Application**. Only the Business Application on the domain webtrader.patria.cz accessible from the Website allows full use of the Business Application. If the Client uses the Business Application on a cell phone or any other similar electronic device via the application (i.e. not the Website), Patria warns the Client that the application may not contain all the attributes of the full version of the Business Application due to technical limitations. If the Client has a limited legal capacity, certain functions in the Business Application may be limited for the Client.

16.3 **Use of the Business Application**. If the Orders are placed via the Business Application, Patria is not liable for the communication (transmission) of the Orders. The Client is aware

that Internet is not a secured system and agrees that Patria is entitled to rely on instructions communicated via the Business Application and treat such instructions as binding Orders placed by the Client, having the parameters stipulated in the instruction. No instruction or another action performed by the Client is deemed to be an Order under this Agreement until received and confirmed by Patria.

16.4 **Execution of the Agreement electronically**. Patria may enable a potential client to negotiate the Agreement using the Website or by other electronic means. Patria does not thereby assume an obligation to enter into the Agreement with the Client. Patria evaluates Client's proposal to conclude the Agreement. If the Client is accepted and identification process is successful, Patria signs the Agreement. The Agreement becomes effective by delivery of the information on its conclusion from Patria to the Client.

16.5 **Identification of the Client and verification payment.** Patria is obliged to identify the Client in connection with conclusion of the Agreement. If the Agreeement is concluded without Client's physical presence (typically by any electronic means), Patria takes over Client's identification from other relevant subject. If this process is connected with the requirement of verification payment, the Client will be asked to transfer an amount at the Client's discretion from the Client's Bank Account to an account requested by Patria (hereinafter the "Verification Payment"). The Client must make the Verification Payment and it must be credited to the account requested by Patria no later than 30 days from the submission of the offer to enter into the Agreement to Patria, unless the Client had already transferred the Verification Payment before or agreed otherwise with Patria. Unless the Client properly remits the Verification Payment, the offer of the Agreement expires with the expiration of the deadline for remittance of the Verification Payment. The Client's funds will be credited to the Brokerage Account without undue delay after the Agreement is executed. If, for any reason whatsoever, the Agreement is not executed or does not take effect, the remitted amount will be transferred back by Patria to the account from which it was sent without undue delay, reduced by any incurred costs.

16.6 **Archiving of the Agreement**. Any Agreement executed as described above shall be archived in the Business Application in which it will be available to the Client throughout the duration of the contractual relationship as well as other documents (if provided via Business Application during contractual relationship). The Client shall download these documents to a personal storage before the Agreement is being terminated if the Client would still require access to them.

17. THE AGREEMENT AND EXPIRATION OF THE AGREEMENT

17.1 **Methods of terminating the Agreement**. The Agreement can be terminated as follows:

a) by agreement;
b) by a notice of termination;
c) by entering into a new Agreement.

17.2 **Notice of termination**. Each Party has the right to terminate the Agreement or any Product Agreement at any moment, with or without stipulating any reasons, by a notice of termination in writing form, unless any Product Agreement stipulates or the Client and Patria agree otherwise. The notice period is 10 Business Days and starts to run on the day following the day when the notice was delivered to the other Party. As soon as the notice terminating the Agreement is delivered, all existing Debts are or become due and payable. The notice period shall not expire before any and all Debts are extinguished (mostly by payment). If the

Agreement is terminated by notice, any and all Orders to buy submitted by the Client shall be cancelled if such a cancellation is technically and legally possible without any obstacles and if the rules and customs of the given market permit. Patria shall send to the Client by e-mail or by mail a final statement of the Brokerage Account; Patria shall deem the final statement approved by the Client unless Patria receives any complaint from the Client within 30 days of delivery of the statement to the Client.

17.3 **Rescission of a distance Agreement**. If the Parties entered into the Agreement, Product Agreement or any transaction by means of distance communication, the Client does not have the right to rescind the Agreement / Product Agreement / transaction pursuant to Section 1846, with regard to Section 1847(a), as the value of the Investment Instrument depends on price movements on the financial markets, which Patria as an entrepreneur cannot influence. However, the Agreement may still be terminated subject to the terms and conditions stipulated therein.

17.4 **Execution of a new Agreement**. The execution of a new Agreement cancels and replaces any previous Agreements entered into between the Parties. In such a case, the Brokerage account maintained according the previous Agreement will not cease to exist and will be further maintained under the new Agreement. Any and all of the Client's Orders which have not yet been executed on the day of signing the Agreement shall be executed according to the former Agreement. If the former Agreement also provides for any Product Agreements between the Parties, such Product Agreements are governed by the newly executed Agreement instead of the former Agreement.

17.5 **Relationship between the Agreement and the Product Agreements**. Any termination by notice or any other expiration of the Agreement (except the execution of a new Agreement) also entails termination by notice and expiration of all Product Agreements but not vice versa. The notice period relating to the Agreement shall not expire before the expiration of the longest notice period relating to any Product Agreement. Termination by notice or any other expiration of the Product Agreements does not automatically extinguish the Agreement. Termination by notice or any other expiration (except the execution of a new agreement) of a financial collateral agreement (as a Product Agreement) entails the termination or expiration of the relevant Product Agreements if the financial collateral agreement secured Patria's claims or future claims against the Client arising from the Product Agreements. The notice period relating to such Product Agreements shall not expire before expiration of the notice period relating to the financial collateral agreement.

17.6 **Limitation of actions**. The Parties have agreed that any and all rights which accrue under or in connection with the Agreement, including the right to a compensation for damage or any other harm, are subject to a limitation of actions effective vis-à-vis both Parties three years after the day when the respective right could have been first asserted.

17.7 **Governing law**. Patria considers the laws of the Czech Republic to be the basis for establishing relations with the Client. The Parties have opted for the laws of the Czech Republic to be the governing law of the Agreement even if it is entered into outside the Czech Republic. Any disputes between the clients and Patria shall be primarily resolved by agreement of the Parties or a decision of the competent Czech courts, as applicable. Specific Investment Instruments may be subject to a different governing law or disputes arising from such Investment Instruments may be subject to a different court jurisdiction, as determined by the issuer thereof.

17.8 **Assuming the risk of a change of circumstances**. The Parties assume the risk of a change of circumstances in connection with the rights and obligations of the Parties arising from and in connection with this Agreement. The Parties exclude the application of Section 1765(1) and Section 1766 of the Civil Code to their contractual relationship established under this Agreement.

17.9 **Agreement on an out-of-court settlement**. The Parties have explicitly agreed that any agreement on an out-of-court negotiation must be executed in writing; otherwise it will be disregarded.

17.10 **Performance provided by third parties**. Any reference in this Agreement to Patria procuring any performance for the Client from a third-party supplier shall be interpreted as meaning that Patria shall plead with the third party within the meaning of the first sentence of Section 1769 of the Civil Code to provide the respective performance to the Client. The second sentence of Section 1769 of the Civil Code shall not apply.

17.11 **Brokerage contractual relationship**. The Agreement shall be governed by the provisions of the Civil Code regulating brokerage agreement.