

# Brokerage Agreement on Purchase or Sale of Financial Instruments

## PARTIES

<b>Securities broker/dealer ("Patria")</b>	Patria Finance, a.s., registered in Section B, File No. 7215 of the Commercial Register administered by the Municipal Court in Prague		
Registered office	Výmolova 353/3, Praha 5, post code 150 27	ID No.	26455064

<b>Client (the "Client")</b>	Company name	
	ID No.	
	Registered office	
Registered in Section _____ of the Commercial Register administered by the Municipal Court in _____, File No. _____.		

## FURTHER INFORMATION ABOUT THE CLIENT

Classification of the Client according to the applicable legislation:	<input checked="" type="checkbox"/> A professional client <input type="checkbox"/> An eligible counterparty
LEI (Legal Entity Identifier) of the Client:	

## I. INITIAL PROVISIONS

- 1.1 **The Agreement and parts thereof.** On the basis of this Agreement (the "**Agreement**") Patria undertakes to arrange for the Client the purchase and sale of financial instruments and to perform any activities necessary to accomplish that objective. The Client undertakes to pay a remuneration and costs for the said services in accordance with this Agreement. This Agreement incorporates as an integral part hereof the Business Terms and Conditions of Patria Finance, a.s. to the Brokerage Agreement on Purchase or Sale of Financial Instruments (the "**Terms and Conditions**").
- 1.2 **Terms used in the Agreement.** Capitalised terms have the meaning stipulated in the text or in the Terms and Conditions.

## II. BASIC RIGHTS AND DUTIES OF THE CLIENT

- 2.1 **Arranging trades in Financial Instruments.** The Client has the right to place orders with Patria to buy or sell financial instruments and Patria shall execute such orders placed by the

Client. More detailed rules regulating the placing and execution of orders are specified in the Terms and Conditions.

- 2.2 **Remuneration and Costs.** The Client undertakes to pay to Patria a remuneration for the provision of services on the basis of and in connection with this Agreement which is stipulated in the fee schedule enclosed as Annex 1 to this Agreement (the "**Fee Schedule**"). The Client shall also pay the costs connected with the execution of orders, especially any fees charged by third parties, including any fees incurred as a result of the Client's delays with settlement, as well as other efficiently spent costs which Patria incurs for reasons on the part of the Client.

### **III. BASIC RIGHTS AND DUTIES OF PATRIA**

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- 3.1 **Provision of investment services.** Patria undertakes to provide the services under this Agreement with professional care, in compliance with the Client's orders, protect the Client's interests known to Patria and adhere to any usages applicable on the relevant market.
- 3.2 **Right to hire third parties (outsource).** Patria may outsource the above services to other authorised persons. The Client is aware and agrees by signing this 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.

### **IV. REPRESENTATIONS AND CONSENTS OF THE CLIENT**

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- 4.1 **Representations.** The Client hereby represents that:
- (a) The Client has received, got acquainted with and agrees with the contents of the Terms and Conditions;
  - (b) The Client makes investment decisions entirely at own discretion and acknowledges that Patria provides no investment advisory under this Agreement;
  - (c) The Client has been advised that the Client may request reclassification from the perspective of the regulation mentioned above in this Agreement.
- 4.2 **Means of providing documents.** The Client agrees that any information required by the applicable laws and regulations will be provided to the Client on a durable medium other than paper and if such information is not addressed to the Client personally, through the medium of Patria's Website or any other website notified by Patria to the Client for the said purpose. The Client may always request the provision of such information in paper form.

### **V. TERM, AMENDMENT AND EXPIRATION OF THE AGREEMENT**

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- 5.1 **Term of the Agreement.** The Agreement is entered into for an indefinite period of time.
- 5.2 **Amendments of the Agreement.** Unless stipulated otherwise, the Agreement may only be changed by written amendments. Changes of any contact details, Authorised Persons, settlement data and withdrawals or revocations (if any) of selected consents may be made by a unilateral notice. The Fee Schedule may be changed by agreement of the Parties made via a recorded telephone call or e-mail.
- 5.3 **Unilateral changes by Patria.** The Parties have agreed that Patria is entitled to unilaterally amend the Terms and Conditions if reasonably necessary on the part of Patria, especially for

business reasons or in consequence of a change of conditions on financial markets or any applicable laws and regulations. Patria is obliged to notify the Client of any changes no later than 30 days before the effective date thereof and the new version of the Terms and Conditions will be simultaneously published on the Website. The Client may refuse any amendments of the Terms and Conditions by terminating the Agreement by notice before the day when the amendment takes effect; in the absence of such a termination the Client's is deemed to have consented to the amendment.

- 5.4 **Notice of termination.** This Agreement may be terminated anytime without providing any reason, by a written notice given by any of the Parties. The notice period is 5 Business Days and starts to run on the day following the day when the notice was delivered to the other Party. Patria is not obliged to accept any orders of the Client after the notice of termination is delivered. Any and all orders to buy placed by the Client shall be cancelled after expiration of the notice period if such a cancellation is technically and legally possible without any obstacles and if the rules and customary practice of the relevant market permit. The effects of the notice of termination are without prejudice to the Client's obligation to pay the remuneration for and the costs of the services provided under this Agreement prior to the effective date of the notice.

## **VI. CLOSING PROVISIONS**

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- 6.1 **Validity and enforceability.** If any provision of the Agreement is or becomes invalid, void ab initio, voidable or otherwise unenforceable, the remaining provisions shall remain valid and enforceable.
- 6.2 **Exclusion of selected provisions.** The Parties have agreed that the contractual relationship established hereunder shall not be governed by Sections 1799 and 1800 of the Civil Code.
- 6.3 **Replacement of previous agreements.** This Agreement replaces any and all existing agreements for the arrangement of purchase or sale of financial instruments between Patria and the Client.
- 6.4 **Applicable law and dispute resolution.** This Agreement is governed by the laws of the Czech Republic and any and all disputes arising from or in connection with this Agreement shall be submitted to the competent Czech courts.
- 6.5 **Counterparts.** The Agreement is executed in two counterparts, out of which each Party shall receive one.

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

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

For and on behalf of Patria Finance, a.s.

For and on behalf of the Client

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FEE SCHEDULE**

will be agreed in accordance with Article 5.2 of the Agreement

**TEMPLATE NOTIFICATION OF CONTACT DETAILS AND LIST OF AUTHORISED PERSONS**

Address and contact details for sending any communications or notices to the Client.

Contact address, if different from the address of the Client's registered office:

\_\_\_\_\_

Attn: \_\_\_\_\_

Tel.: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact person for any issues relating to the settlement of transactions:

\_\_\_\_\_

Persons authorised to place orders for and on behalf of the Client:

\_\_\_\_\_

Name: \_\_\_\_\_ Specimen signature

Office: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_ Specimen signature

Office: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_ Specimen signature

Office: \_\_\_\_\_