

# Master Investment Services Agreement

## PARTIES

<b>Broker</b> (hereinafter „Patria“)	Patria Finance, a.s., registered with the Commercial Register section B, File No. 7215 by the Municipal Court in Prague		
Registered office	Výmolova 353/3, Prague 5, PSČ 150 27	ID No.	26455064

<b>Client</b> (hereinafter the „Client“)	Name and surname		
	Personal ID No./Date of birth		
Permanent address			
ID/Passport No.		Issued by	
Validity from		Validity to	
Mailing address			
Cell phone		E-mail	

Client's Bank Account			
Currency			
Account No.			
Bank code			
Account holder			
Holder's address			
IBAN code			
Bank name			
SWIFT code			

## FURTHER INFORMATION ABOUT THE CLIENT

State of tax residence	Tax identification number (VAT)	TIN – SSN, EIN (only tax residents and citizens of the USA)

The Client confirms that the Client is not a politically exposed person.	
The Client confirms that the Client is a politically exposed person and declares pursuant to Section 9(2)(e) of the AML Act that the Client's assets originate from the following sources:	
Classification of the Client according to the applicable legislation:	
The Client requests and agrees with an electronic provision of documents in terms of Article 5.2 below	<input type="checkbox"/> Yes <input type="checkbox"/> No

## PREAMBLE

We, Patria, are very pleased that you intend 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 draft this Agreement 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 this Agreement.

## 1. PARTS AND INTERPRETATION OF THE AGREEMENT

- 1.1 **The Agreement and parts thereof.** This Master Investment Services Agreement (hereinafter the "**Agreement**") provides for Patria's commitment to supply the below described services to the Client. The Agreement has the following integral parts: Terms and Conditions of Patria Finance, a.s. for the Provision of Investment Services (hereinafter the "Terms and Conditions") and the List of Fees.
- 1.2 **Product Agreements.** This Agreement shall also reasonably apply to other agreements between Patria and the Client whereby other services are agreed by the Parties providing such agreements explicitly refer to the application of this Agreement ("Product Agreements").
- 1.3 **Terms used in the Agreement.** Capitalised terms have the meaning stipulated in the text or in the Terms and Conditions. Words importing the singular include the plural and vice versa.
- 1.4 **Relationship between the Agreement and other contractual documents.** If the Agreement, the Terms and Conditions, the List of Fees or the Product Agreements are mutually inconsistent in whatever respect without the inconsistency being explicitly resolved in the documents, the order of precedence with respect to the disputed issue is as follows: (i) Product Agreements, (ii) Agreement and (iii) Terms and Conditions and List of Fees.
- 1.5 **Information for investors.** Documents which the Terms and Conditions refer to or describe are also important for the Client as an investor. This primarily includes information concerning investments and any risks associated therewith.

## 2. AGREED INVESTMENT SERVICES

- 2.1 **Procurement and settlement of transactions with Investment Instruments.** Patria shall provide the Client with the service of reception, transmission and execution of Orders. The service consists in the procurement of the purchase, sale or any other transmissions of Investment Instruments according to the Client's Orders, or in the performance of any activity in order to achieve the said result. Patria shall also secure settlement of the transactions executed on the basis of Orders. The essential requirements, conditions for receipt, transmission, cancellation, refusal of an Order, deadlines for submitting Orders, term of validity of an Order, etc., are set forth in the Terms and Conditions or other documents referred to in the Terms and Conditions, as applicable.
- 2.2 **Record keeping, administration and safekeeping.** Patria undertakes to administer a register of book-entry Investment Instruments which the Client acquires on the basis of Orders or in consequence of Corporate Events with respect to Investment Instruments that Patria administers. Patria also displays the Client's funds or any other Property of the Client, as

applicable, in the Brokerage Account. Patria shall adopt the necessary measures to preserve the Client's rights, with or without the Client's express instruction. The scope of these obligations and authorisations is laid down in the Terms and Conditions. Patria is also entitled to take over, administer to the extent stipulated in the Terms and Conditions and protect with professional care any certificated (paper) Investment Instruments from the Client. Patria also undertakes to maintain the Clients' funds for the purpose of providing investment services under the Agreement in Patria's Bank Accounts opened with banks established in the Czech Republic, foreign banks, or other persons authorised to maintain finances.

- 2.3 **Brokerage Account.** Patria shall open a Brokerage Account for the Client after the Agreement is entered into, unless the Client already has such an account maintained under the earlier Agreement. Patria may, at its discretion, open more Brokerage Accounts for the Client. The Brokerage Account shall be deactivated by Patria when the Agreement expires, always on condition that no Property is now or in the future, in connection with any unsettled transaction, registered in the Brokerage Account. Apart from Investment Instruments and funds, Patria shall also register other Property of the Client in the Brokerage Account, rights which encumber the Property that Patria learns of from the Client or from any other trustworthy source, and debts incurred in connection with the provision of investment services, and other relevant circumstances, if any.
- 2.4 **Foreign exchange operations.** Patria shall also perform foreign exchange operations relating to the provision of investment services or currency conversions, as applicable, on the basis of the Client's instructions. The conditions of such operations are set forth in greater detail in the Terms and Conditions.
- 2.5 **Other services.** The Agreement shall also govern the provision of other services which are not specified in the Agreement, according to the current portfolio of services supplied by Patria, providing such services are agreed in the Product Agreements or providing the Agreement is referred to during the negotiation of an agreement on the service.
- 2.6 **Investment advisory service.** Patria shall provide investment advisory services to the Client concerning the Investment Instruments if the Parties agree to do so.

### 3. BASIC RIGHTS AND DUTIES OF THE CLIENT

- 3.1 **Remuneration and Costs.** The Client undertakes to pay Patria for the provision of services under and in connection with this Agreement the Remuneration and Costs in the amount, by the due date and in the manner specified in the List of Fees and in the Terms and Conditions, or otherwise agreed between the Parties.
- 3.2 **Default.** If the Client defaults on the performance of any financial obligation owed to Patria, Patria is entitled to claim a default interest in the amount stipulated in the List of Fees for each day of delay or a part thereof.
- 3.3 **Indemnification.** If the Client breaches any of the Client's obligations under the Agreement, the Client undertakes to compensate Patria for any and all harm arising from the breach. The Client is obliged to compensate Patria for any and all harm sustained by Patria in connection with any cancellation or modification of an Order.
- 3.4 **Representation by Authorized Persons.** The Client may choose a person authorized to submit Orders on behalf of the Client to the extent and in the manner stipulated in the Terms and Conditions, or to perform other activities defined therein, as applicable.

- 3.5 **Monitoring of developments.** The Client undertakes to monitor the developments on the capital markets, the fluctuations of rates of the Investment Instruments bought by the Client and the value of the Collateral, if any Collateral is provided under this Agreement or the Product Agreements.
- 3.6 **No assignment.** The Client is not entitled to assign or transfer, respectively, any of the Client's rights or obligations under the Agreement to any third party without Patria's prior written consent. The Client is not entitled to assign the Agreement as a contract in terms of the Civil Code without Patria's prior written consent.

## 4. BASIC RIGHTS AND DUTIES OF PATRIA

- 4.1 **Provision of investment services.** Patria undertakes to provide investment services in compliance with the Agreement, the Client's Orders, the laws and regulations of the Czech Republic, and the rules and trade usages of the Execution Venues.
- 4.2 **Right to hire third parties.** In order to provide the above-mentioned services, Patria may engage the services of other authorized persons (especially securities brokers/dealers and Custodians), in compliance with the terms and conditions set forth in the Terms and Conditions. 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.
- 4.3 **Offset.** Patria has the right to offset any of its claims towards the Client, due or not yet due, against any Client's claim towards Patria.

## 5. REPRESENTATIONS AND CONSENTS OF THE CLIENT

- 5.1 **Representations.** The Client hereby represents, now and again when submitting any Order, that:
- The Client's Property does not constitute proceeds of crime and is not intended to finance terrorism;
  - The Client is free to make any dispositions with the Client's Property registered in the Client's Brokerage Account;
  - The data provided by the Client to Patria are up-to-date and accurate;
  - The Client was provided with the Terms and Conditions, the List of Fees and the Documents with Information for Investors, as well as any other documents which Patria is legally obliged to provide, with a sufficient advance notice (i.e. before the investment service was provided and the Agreement executed), and got acquainted with the documents and agrees with the contents thereof;
  - The Client is making the Client's investment decisions exclusively at the Client's own discretion and liability unless any investment advisory services are provided to the Client in the respective case;
  - The Client is the beneficial owner of any and all incomes credited to the Client's Brokerage Account through the medium of Patria.
- 5.2 **Means of providing documents.** If the Client opted for an electronic provision of documents, the Client thereby requests and agrees with an electronic provision of the Terms and Conditions, List of Fees, Documents with Information for Investors, disclosure of key

information, statements on changes to and balance of property, confirmation of the execution of order or, as applicable, suitability statement (if any investment advisory services are provided to the Client), and other information the provision of which is prescribed by the law, within the limits of the applicable laws and regulations and in such manner as stipulated in the Terms and Conditions. Unless the Client opted for the electronic provision of documents, the documents will be provided to the Client as paper documents, in compliance with the Terms and Conditions.

- 5.3 **Sharing data within the group.** The Client agrees that 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.
- 5.4 **Consent with reports.** If the provision of services under the Agreement renders the Client subject to the EMIR Regulation, the Client agrees that Patria shall report, on behalf of the Client and in compliance with the EMIR Regulation, information about derivative transactions entered into by the Client through Patria to the trade repository.

## 6. TERM, AMENDMENT AND EXPIRATION OF THE AGREEMENT

- 6.1 **Term of the Agreement.** The Agreement is entered into for an indefinite period of time.
- 6.2 **Amendments to the Agreement.** Amendments to the Agreement may be executed by a written agreement of the Parties; this shall not apply to amendments of the Terms and Conditions and the List of Fees pursuant to the following paragraph. The above is without prejudice to the possibility of a unilateral announcement of a change of factual data and, as applicable, the revocation of certain consents; for more details, please refer to the Terms and Conditions.
- 6.3 **Unilateral changes by Patria.** The Parties have agreed that Patria is entitled to unilaterally amend the Terms and Conditions or the List of Fees if reasonably necessary on the part of Patria, especially for business reasons or in consequence of a change of conditions on financial markets, laws and regulations, technologies or organisational procedures. Patria is obliged to notify the Client of any changes to such documents no later than 30 days before the changes take effect. The period for notifying any amendments to the List of Fees is reduced to 10 days. The new version of the Terms and Conditions or the List of Fees will be simultaneously published at the Website and the Client will be informed of the amendment in advance, either in a statement of the Brokerage Account, by e-mail, through Patria's Business Application or otherwise. The Client may refuse any such amendment by terminating the Agreement by notice before the day when the amendment of the Terms and Conditions or the List of Fees takes effect; absence of such a termination denotes the Client's consent with the amendment.
- 6.4 **Termination of the Agreement.** The individual means of terminating the Agreement are enumerated in the Terms and Conditions.
- 6.5 **Client's Investment Instruments at the termination of the Agreement.** If the Client has any Investment Instruments held in the Brokerage Account during the notice period, the Client undertakes to transfer the Investment Instruments in order to make sure that there are no Investment Instruments in the Brokerage Account when the Agreement expires. If the Client fails to discharge this obligation, the Client and Patria have agreed, to avoid any doubts, that Patria has the right to proceed pursuant to Section 2465(1) in conjunction with Section 2428

of the Civil Code. If Patria is unable to sell the Investment Instruments pursuant to the preceding provisions of the law despite exerting professional care, the Client authorises Patria to perform other acts leading to a transfer of the Investment Instruments from the register of Patria's Investment Instruments. Patria shall inform the Client in advance of the procedure described above and shall stipulate a deadline by which the Client themselves may transfer the Investment Instruments from Patria's register. The Client shall pay the costs of the above acts. The Terms and Conditions or the applicable laws and regulations may stipulate other cases in which the procedure under Section 2465 of the Civil Code applies.

- 6.6 **Client's funds at the termination of the Agreement.** If the Agreement expires (for instance by expiration of the notice period, by rescission, etc.) and the Client has any funds registered at the Brokerage Account, Patria shall remit the funds to the Client without undue delay after the notice of termination is given or the Agreement expires for any other reason, specifically to the Client's Bank Account which the Client last reported to Patria in compliance with the Agreement, unless Patria and the Client agree otherwise. If the Client holds any Investment Instruments with Patria when the Agreement expires, Patria shall transfer the funds to the Client without undue delay but only after the Investment Instruments are no longer registered in the Brokerage Account. Any costs of registration of the Investment Instruments and other costs, if any, associated with the steps leading to the transfer of Investment Instruments from Patria's register of Investment Instruments shall be offset against such funds.

## 7. CLOSING PROVISIONS

- 7.1 **Validity and enforceability.** If any provision of the Agreement is or becomes invalid, void ab initio, contestable or otherwise unenforceable, the remaining provisions shall remain valid and enforceable. The Parties shall endeavour to replace the defective provision without undue delay with a perfect provision which will as much as possible correspond to the contents and the object of the defective provision.
- 7.2 **Personal data.** The Client confirms by signing this Agreement that the Client has been provided with the Information on Personal Data Processing.
- 7.3 **Governing language.** If the Agreement is entered into in any other language and the language versions are inconsistent, the Czech version shall prevail.
- 7.4 **Counterparts.** If the Agreement is executed in paper form, it is prepared in two counterparts, of which each Party shall receive one.
- 7.5 **Force and Effect of the Agreement.** The Agreement enters into force as soon as the Client's and Patria's signatures are attached or another electronic act with analogous effects performed by the Parties. The Agreement takes effect as soon as Patria confirms to the Client that the Agreement has been executed unless the Terms and Conditions stipulate otherwise. If any law or regulation stipulate any conditions for effectiveness of the Agreement, the Agreement only takes effect after the conditions are fulfilled; this applies if it is clear that the Parties may not depart from such legal provisions in their contract or agreement.

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

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

\_\_\_\_\_  
On behalf of Patria Finance, a.s.,  
under a power of attorney

\_\_\_\_\_  
Client's signature