COMMERCIAL TERMS AND CONDITION OF ČESKOSLOVENSKÁ OBCHODNÍ BANKA, A.S. FOR SETTLEMENT, REGISTRATION AND ADMINISTRATION OF BOOK-ENTRY SECURITIES

NOTE:

This document includes information held by Československá obchodní banka, a. s. This information must not be disclosed to third parties without the previous consent of Československá obchodní banka, a. s.

Commercial terms and conditions of Československá obchodní banka, a. s. for settlement, registration and administration of book-entry securities

(www.csob.cz/portal/csob/terms-and-conditions-of-csob#investments)

Československá obchodní banka, a. s.

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1. General Provisions

The terms used in these Commercial Terms and Condition of Československá obchodní banka, a.s. for settlement, registration and administration of book-entry securities (hereinafter the "Commercial Terms") have the meaning ascribed to them in the Contracts the subject matter of which is the settlement and/or the administration of registered securities, entered into by the Client and ČSOB. These Commercial Terms form an integral part of the above Contracts. If any term/expression is not included in the respective Contract, the term/expression shall be interpreted as the general term/expression with the same or similar meaning.
These Commercial Terms determine a part of the contents of the Contract entered into by the Client and ČSOB in accordance with the applicable provisions of the Civil Code and the CMBA, including the appropriate implementing regulations that state the rules for clearing registered securities transactions, registering and administering registered securities for ČSOB clients.

The Client confirms by signing the Contract that the Client has read the Commercial Terms, understands them, agrees with their provisions and will comply with them. The Client acknowledges that the contracting parties are bound not only by the Contract, but they also have the rights and obligations contained in the Commercial Terms and Conditions and that any failure to fulfil the obligations stipulated in the Commercial Terms and Conditions has the same legal consequences as a failure to fulfil the obligations arising form the Contract where it refers thereto.

Československá obchodní banka, a. s. (hereinafter referred to as "ČSOB" or the "Bank") is entitled to unilaterally change the Commercial Terms to the extent needed to include legislative, technological and other changes relating to the subject matter of the Contract. The Client will be notified of any change of the Commercial Terms in advance through the Bank's web site (www.csob.cz), and/or in another way and the contents of the change will be available to the Client at the Bank branch offices. If the Commercial Terms are changed the Client is entitled to terminate the Contract by a 30 days notice which commences on the first day of the month following the month when the notice was delivered. If the Client does not exercise this right, it is understood that the Client agrees to the new version of the Business Terms and Conditions.

Communications between ČSOB and the clients will be in Czech or English, unless agreed otherwise, in the following ways:

- in person at the ČSOB department where the Client concluded the Contract;
- by telephone when using the telephone referred to in the Contract,
- in writing in accordance with the Contract,
- electronically, if this option is agreed in the Contract.

The Client received the particular contact information of the Bank when signing the Contract. ČSOB will send the correspondence by mail, and/or through a postal services provider to the address of the permanent residence or the registered office included in the Contract, or to another agreed address. The agreed address cannot be a P. O. BOX. ČSOB sends the correspondence as ordinary mail, registered letter or registered letter with acknowledgement of receipt, through the Post Office or a postal services operator. The Client's correspondence will be delivered to the ČSOB registered office, unless agreed otherwise in a particular case.
Mail sent by the Post Office or through a postal services operator will be considered delivered on the third working day after the day it is dispatched; if the address is in another country, then the mail will be considered delivered on the fifteenth working day after the day it is dispatched.
ČSOB is entitled to ask the Client to provide an official translation of documents submitted in other than Czech or Slovak, prepared at the Client's expense. ČSOB will not be responsible for a late service or order because of translating a document.

2. Representations

ČSOB states that:

a. it has the full powers and authorization to enforce its rights and fulfil its obligations under the Contract;

b. all steps have been taken and all permits obtained which need to be taken and obtained so that ČSOB can legally sign the Contract and comply with its obligations under the Contract and that its obligations under the Contract are valid and enforceable;

c. signing the Contract and complying with the obligations under the Contract is not in contradiction with (i) any contract or other legal circumstance binding on ČSOB; (ii) its founding acts; or (iii) any legal regulation or any court, arbitration or administrative decision involving ČSOB;

d. it will not be liable to the Client for any harm, damage or loss incurred because of not complying with the obligations or delays caused by circumstances that are beyond ČSOB's control, including force majeure, changes of legal regulations, court or administrative decisions or resolutions, war, civil disturbances, strikes, natural disasters, failures of supplies of utilities (power, gas, water, etc.) or failures of telecommunication or computer connections or other electronic systems, i.e. under conditions that ČSOB could not control even when making the best efforts that could be required from ČSOB.

If any circumstance not provided for in the Contract or the Commercial Terms occurs, ČSOB will proceed in accordance with the laws of the Czech Republic and the customs of the market.

3. Accounts held by the Bank

3.1. Custody Accounts

When signing the Contract the Client asks ČSOB, using the appropriate form, to open a custody account in the place where the registered securities have been registered (hereinafter the "Registration Place"). The Client must read the terms and conditions of and options for opening and maintaining the custody account in the Registration Place before concluding a Registered Securities Transaction. The corresponding information is published in the applicable Market Parameters for separate countries.

The Market Parameters have precedence over the Commercial Terms. The type of the custody account cannot be changed.

Book-entry securities (investment instruments) registered in the Czech Republic with Centrální depozitář cenných papírů, a.s. (the "Central Securities Depository" or "CDCP"), **are registered by CDCP in the types of custody accounts below:**

- **Owner's account** – account held by the account owner who is the owner of the investment instruments registered in this account, unless proven otherwise.
- **Customer's account -** account held by the account owner who is not the owner of the investment instruments registered in this account. The owner of the customer account is the person maintaining the connected registration in accordance with the applicable law. The investment instruments which the account owner has accepted from their owners are registered in this account.

NOTE: ČSOB maintains securities owned by the client in CDCP in the custody account (owner's or customer's account) at its sole discretion, unless stipulated otherwise by the Client in the power of attorney.

Based on the Client's written request and/or power of attorney, ČSOB as a party to CDCP is entitled in accordance with the applicable regulations to carry out/order the corresponding operations in CDCP.

The Client can ask ČSOB in writing (see the form templates) to open a new owner's account, rename the existing owner' account or close the owner's account at any time throughout the duration of the Contract. If the owner's account is renamed its type will not be changed.
Subsequently, ČSOB establishes within its registration (the connected registration) the **Owner's Account** - i.e. the account maintained for the owner of the securities registered in the account. The owner of the securities registered in the owner's account is the person for whom the owner's account has been established, unless proven otherwise. The owner's account can be established and maintained for:

- the Client
- the Client's customer

The type of this custody account cannot be changed. Any changes of accounts in the Registration Place (e.g. CDCP) are reflected in the connected registration maintained by ČSOB.

Similar procedures will apply for the separate registration maintained by ČSOB as those for the registration maintained by CDCP provided that ČSOB maintains the separate registration in accordance with the law and the implementing regulation and does not maintain the connected registration.

ČSOB receives from the Client Instructions resulting in changes of the registered investment instruments balance in the custody account:

- for the accounts maintained for the Client; and
- for the Client's customers based on a power of attorney authorizing the Client to dispose of the account of the Client's customer.

The Client can empower a third person or entity to submit Instructions and receive information about this Client's custody account. The Client requesting this service must deliver to ČSOB an original of the certified special power of attorney entitling the person or entity empowered by the Client to dispose of this custody account.

The following conditions (in addition to the Instruction to close the account) have to be satisfied when an account is closed:

- no securities are registered in the account being closed;
- no Instructions have been received for the account being closed for clearing which the Client has asked for or which have been generated by ČSOB in connection with registering or administering securities that have not yet been cleared;
- ČSOB has no receivables from the Client in connection with this custody account.

ČSOB will inform the Client in writing of closing, opening or renaming a custody account.

The Client hereby agrees that ČSOB may use the Client's investment instruments held on an omnibus account to temporarily cover positions of other client if, in exceptional cases, the settlement of a transaction entered into by such other client is delayed or fails. ČSOB shall return the investment instruments without undue delay.

Unless stated otherwise in the Contract, at least one payment (current) account maintained in Czech crowns or a freely convertible currency ("VSM") is connected with each custody account. This payment (current) account is then used to cover the purchases or to credit revenues from the capital markets ("KT") transactions.

3.2. Cash Accounts

The Client can use any of the payment (current) accounts maintained by ČSOB for clearing. When using an account of another client the Client asking for a payment must deliver to ČSOB an original of the certified power of attorney entitling the Client to dispose of this third party payment (current) account.

3.3. Identification and AML

If ČSOB suspects, when concluding a trade, in particular when a request/Instruction is submitted according to the previous paragraphs, that the Client is not acting in its name or that it is pretending to act on behalf of a third party, it will ask the Client to present the power of attorney issued by the Client's customer entitling the Client to open an owner's account for the customer and the Client must satisfy this request. In addition, ČSOB is entitled to ask that the Client presents the Client's customer identification through the "Statement" on the form required by ČSOB.

The Client must submit the documentation requested by ČSOB under the applicable Czech laws as supporting information for opening the custody account. ČSOB is entitled to request the documents in accordance with the generally applicable legal regulations of the Czech Republic for identifying the Clients or the Clients' customers, in particular in accordance with the money laundering act, as amended, and other documents.

The Client declares by the signingof this Contract that the Book-entry securities registered in the Custody Account have not been originated nor have been financed by illegal funds. The Client being an obliged person/entity within the meaning of Section 2 of Act No. 253/2008 Coll., on selected measures against legitimisation of criminal proceeds and financing of terrorism, as amended, or any other similar person/entity under a foreign law, declares by signing of this Agreement, that all its legislative and other requirements in matter of fight against legitimation of criminal proceeds and financing of terrorism established by applicable law have been met, that it applies KYC and AML policy, and that the Book-entry securities registered in the Custody Account/Accounts of the Client or its customers opened by the Bank according to this Agreement have not been, according to available information, financed by illegal funds.

The Client must submit in particular the following documentation:

Account type	Client 's account	Client's customer account
Natural person	ID Card, passport, driving license	Declaration (natural person)
Legal entity	Extract from the Commercial Register, List of authorised persons, power of attorney, etc.	Extract from the Commercial Register + Statement (legal entity)

4. Method of Registration of Book-entry Securities

All the Client's Book-entry securities are registered in the Bank's books in the Client's custody account, separately from the Book-entry securities owned by the Bank and from the Book-entry securities owned by other clients. The securities/registered securities thus registered are neither a Client's receivable to the Bank (except for depository notes/bills), nor a part of the Bank's assets.

When registering Book-entry securities in any particular country ČSOB uses a custody accounts structure which is required by the legislative of the local market. ČSOB uses its agents to establish and maintain these accounts.

After concluding the Contract with the Client, ČSOB will open a Book-entry Securities account for the Client in its records. The Book-entry Securities account is used to register the securities accepted by ČSOB from the Client for registering or administering and/or provided for the Client on the basis of an Instruction.

The Bank enters into contracts with other institutions (agents) to whom it entrusts the securities/Book-entry securities for their secondary administration, according to individual groups and types of securities and/or markets.

Local Book-entry securities

are maintained directly in the custody accounts of clients (owners' accounts) in the separate registration maintained by ČSOB in accordance with Section 526 of the Civil Code and Regulation No. 58/2006 Coll., or in the central registration maintained by CDCP in accordance with the Act on Business Activities on the Capital Market and the CDCP Service Rules or other registrations maintained in accordance with the applicable legal regulations, except when it has been contractually agreed that the Client's securities will be temporarily held in the custody account at the Bank.

Foreign Book-entry securities

When registering foreign Book-entry securities in a particular country ČSOB uses a custody accounts structure which is required by the applicable laws of the local market. ČSOB uses its agents to establish and maintain these accounts.
After concluding an Agreement with the Client, ČSOB will open a securities/book-entry securities account for the Client in its records. The securities/book-entry securities account is used to register the securities/book-entry securities accepted by ČSOB from the Client for registering or administering and/or provided for the Client on the basis of an Instruction.
ČSOB enters into contracts with other institutions (agents), to whom it entrusts the securities/registered securities for their secondary administering, according to individual groups and types of securities, and/or markets.
Foreign securities/Book-entry securities can be registered in other partial registrations maintained with agents, in the registration accounts registered in the name of each client, in the client account of the Bank, an agent's account, the nominee accounts of ČSOB or an agent or also in another way, always in accordance with the laws of the individual countries and the market customs in these countries, to ensure the assets of any client are separated from the assets of other persons on the accounts, in the name of which the securities of this client are maintained.

Within the meaning of the UCITS and AIMFD Rules, ČSOB sets out in the below list the countries/local markets where foreign securities/book-entry securities can be registered and the appointed agents/third parties. The scope of the list is subject to changes which may be a consequence of clients' request or an evaluation of trustworthiness of the services provided by the individual agents in their respective countries.

Agent	Country	Group	Address	Further Information	Markets
Clearstream Banking S.A.	Luxembourg	Deutsche Börse Group	42 Avenue John F. Kennedy, L-1855 Luxembourg	www.clearstream.com	EU, USA, HK, AU etc.
HSBC	Great Britain	HSBC Group	Level 29. 8 Canary Wharf, London, E145HQ	www.hsbc.co.uk	GB
ČSOB	Slovakia	KBC Group	Žizkova 11, 811 02 Bratislava	www.csob.sk	SK
KBC SECURITIES N.V.	Belgium	KBC Group	Havenlaan 12, B-1080 Brussels	www.kbc.com	HU
KBC BANK N.V.	Belgium	KBC Group	Havenlaan 12, B-1080 Brussels	www.kbcsecurities.com	GR

PRIVREDNA BANKA ZAGREB	Croatia	Intesa San Paolo Group	Radnicka cesta 50, 10000 Zagreb	www.pbz.hr	HR
BRD-GROUPE SG Securities Services	Romania	Societe Generale Group	Metav A2, 67-77 Biharia Street, Bucarest	www.brd.ro	RO
TURKIYE IS BANKASI	Turkey	Isbank Group	IS Kuleleri Kule 1 Kat 1, Levent 34330, Istanbul	www.isbank.com.tr	TR
Raiffeisen banka a.d.	Serbia	Raiffeisen Group	Dorda Stanojeviča 16, 11070 Beograd	www.raiffeisenbank.rs	RS

If the securities/Book-entry securities of the Client are maintained in the Client's account together with the securities/Book-emry securities of other clients, the internal registration carried out by ČSOB ensures the unambiguous identification of the securities/Book-entry securities as the property of a particular client.

In consideration of the fact that the securities may be registered in various types of collective securities accounts, i.e. in nominee (omnibus) securities accounts opened in the name of CSOB or its agent, on rare occasions the settlement may be executed for technical reasons from securities positions of other client/clients registered in the same nominee account. By acceptance of these Commercial Terms the Client declares its approval of this fact.

CSOB undertakes to finalize the settlement of the instructions in nominee (omnibus) accounts so that the positions in the nominee (omnibus) account correspond to those in the internal registration conducted by CSOB; which means that the client remains the beneficial owner of the respective securities according to the Czech legislation during the whole time of the instruction settlement.
ČSOB takes all the steps required to make sure that the third parties with whom ČSOB enters into contracts on services involving the Book-entry securities cannot satisfy their claims against ČSOB through the accounts in which the Book-entry securities of the clients are registered.

5. Conditions for Entering Capital Markets

The conditions for an investor entering the markets of individual countries are stated below in the Markets Parameters.

6. Method of Processing an Instruction

6.1. Instruction for clearing

Unless stipulated otherwise in the Agreement, the Client can send Instructions to clear Book-entry securities transactions by mail, SWIFT or by personal delivery of the original. Any other method of submitting an Instruction will not be accepted by the Bank, unless such method is expressly agreed in the Agreement.
When concluding a trade with CSOB traders the Client does not send the Instruction to clear the securities to the department of Management and Deposition of Securities. The Client is notified of the progress of clearing in the standard way in accordance with the Commercial Terms (see below).

6.2. Processing an Instruction for clearing

For an Instruction to be cleared on time it has to be delivered to ČSOB to the determined place not later than on the day and at the time specified in the Commercial Terms.

ČSOB is entitled to ask the Client for an advance payment to cover the risks connected with the clearing. The available portion of the limit in the current account allocated by ČSOB to the Client can be used for this.

Financial clearing and clearing Book-entry securities are carried out using the SD foreign currency, unless provided otherwise.

If there is a delay in clearing a Book-entry securities sale, ČSOB can credit cash to the Client only with the foreign currency conversion as at the actual clearing date.

When buying Book-entry securities the funds are debited from the Client's account using the foreign currency conversion on the required clearing date or so that ČSOB can make sure the clearing occurs on the date required by the Client. This will not affect the ČSOB' right to be indemnified for the risks connected with the clearing.

If there are not sufficient funds in the Client's account, the Client can ask ČSOB to convert the funds from an account maintained in another currency.
If the currency for clearing the Instruction is different from the currency of the current account referred to in the Instruction the Client empowers ČSOB to carry out the currency conversion.

6.3. Cancelling an Instruction

i) Cancelling an unsettled/uncleared Instruction

An Instruction is cancelled by submitting an Instruction requesting the activities requested in the original Instruction are cancelled.
If an Instruction for delivery of Book-entry securities against payment is cancelled ČSOB proceeds to transfer the funds from the agent and credit them to the Client's accounts in the shortest possible time after it receives the cancellation Instruction.
If a cancellation Instruction is sent to ČSOB after the date specified by the Commercial Terms, ČSOB will not be liable for the losses the Client or its counter party incur by clearing the submitted Instruction.

ii) Cancelling a settled/cleared Instruction

A cleared Instruction cannot be cancelled; it is only possible to submit an opposite Instruction reverting the situation to the original state. This procedure can only be used if it complies with the local legislation.

iii) Correcting an Instruction

An Instruction can only be corrected if it has not been cleared. If it has been the procedure referred to in point ii) "Cancelling a cleared Instruction" must be used.
When correcting an unsettled/uncleared Instruction the replacement Instruction must include the order asking ČSOB to make the change. The correction must include the original reference of the Client which was sent along with the Instruction to ČSOB and the other information needed to unambiguously identify the corrected Instruction.

If an Instruction for correction is sent to ČSOB after the date specified by the Commercial Terms ČSOB will not be liable for the losses the Client or its counter party incur by not clearing the specified Instruction.

iv) Confirming trade clearing

ČSOB sends the Client a confirmation of the trade clearing in the agreed way. The periods for sending the confirmations are included below in the parts for individual countries.

v) Information on substantial difficulties when clearing a trade

If any substantial difficulties arise when processing the Client's direction, the Bank will promptly inform the Client of this, in particular the circumstances for the delay in clearing the trade or any reason for the delay. The communications will take place in the standard way described in the Contract and/or the Commercial Terms, unless the Client and the Bank expressly agree on another form of communication for these cases.

vi) Enforcement of losses incurred due to delayed clearing

The Client must claim for losses arising from securities clearing due to delayed clearing or other reasons in an application. The application for reimbursement of losses in these cases must be filed by the Client without undue delay, i.e. delivered to ČSOB within twenty (20) days after the actual clearing of the Instruction.

The requirements for reimbursing the Client's losses not caused by ČSOB and the payment of which the Client has claimed will be claimed by ČSOB in accordance with the rules applicable on the international capital market, published by ISMA. The bank will file the claim – the Client's claim for payment of the loss subject to the following conditions:

- the resulting loss is more than USD 100 or an equivalent amount in another currency for one transaction; and
- the complaint has been delivered to ČSOB within twenty (20) days after the date of the actual clearing of the Instruction.

After filing the complaint (making the claim – the Client's requirement) ČSOB will notify the client in writing of the result.

The requirements for paying the Client's losses arising because of ČSOB's fault will be resolved within ČSOB. ČSOB will also notify the Client in writing of the result.

ČSOB is not obliged to pay any penalty (claim) lower than USD 100 or its equivalent in another currency for one transaction.

Processing of the Instructions and settlement of transactions with Book-entry securities is carried out in accordance with the terms and conditions of the 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 ("CSDR") and the Commission Delegated Regulation (EU) 2018/1229 of 25 May 2018 supplementing Regulation (EU) No 909/2014 of the European Parliament and of the Council with regard to regulatory technical standards on settlement discipline.

7. Book-entry Securities Administration

ČSOB will provide the Client in particular with the following administration services:

1. Opening a custody account and maintaining it in ČSOB's registration or other registrations (at other depositaries) if it is required by the market.
2. Providing statements from its internal registration, as well as from the registration of CDCP, and/or other depositaries/custodians where the Client's Book-entry securities are registered in separate accounts.
3. Clearing transfers of Book-entry securities.
4. Comprehensive services for paying revenues from the Book-entry securities to a selected payment or other cash account at ČSOB (e.g. to pay dividends, coupons, principal, etc.).
5. Reporting to the regulator (Czech National Bank, Ministry of Finance, etc.) and/or other competent agencies.
6. Tax refunds.
7. Representation at general meetings.
8. Carrying out all other types of "corporate events" in relation to the Book-entry securities (e.g. subscriptions, buy-outs, minority shareholders squeeze-outs, mergers, splits, restructuring, etc.).

If the Client does not wish to use the administration services, which he has confirmed in writing, the above items 3, 4, 6, 7 and 8. of this Article 7 of the Commercial Terms and Conditions shall not apply to such Client, unless agreed otherwise between ČSOB and the Client.

The Client can send Instructions for administering the portfolio by mail, SWIFT or by personal delivery of the original. These Instructions can only be sent by email if expressly agreed in the Contract. Any other way of submitting an Instruction will not be accepted by ČSOB.
This relates exclusively to securities and assets maintained in ČSOB accounts or administered by ČSOB.

If any steps need to be taken by the Client, ČSOB will inform the Client of this without undue delay. The Client must deliver in time and in the proper form the required documents needed to exercise the rights related to the administered portfolio.
Dividends and coupons will be paid in the shortest period of time after the date when the sum has been paid to the ČSOB-administered account maintained with the agent or when ČSOB learns that these funds have been credited. The Client must notify ČSOB in writing of the number and name of the account to which the revenue from the Book-entry securities is to be credited.

The Commercial Terms include information on the withholding tax rates of individual countries as they are applied in accordance with the respective Agreement on Prevention of Double Taxation entered into by the Czech Republic and the country in question. ČSOB will inform the Client of the particular procedure applicable if required.

Based on the applicable legal regulations, the Bank will ensure voting rights at the general meeting. To exercise these rights, a valid Instruction must be delivered to the Bank in which the Client asks for voting rights at the general meeting, and/or specifies how its voting rights are to be used and a power of attorney or allow ČSOB to be recorded on its owner's account in the central registration of investment instruments. If the Client has issued directions to ČSOB on how to use its voting rights, ČSOB must vote in the specified way.
ČSOB will proceed with its other activities so as to preserve all the rights of the Client, insofar as possible in any given case.

The fees for clearing instructions for securities transactions and their administration, stated in a price list which is attached to the Agreement as it Annex titled "Charges for Clearance and Administartion of Securities Transactions"/"Charges for Clearing Transactions, custody and Administartion of Book-Entered Securities" (ČSOB Price List). ČSOB Price List include the activities listed above, unless otherwise provided in any particular case. Other tasks can be charged for if ČSOB has informed the Client in advance of the amount of the fee. The fees specified in the ČSOB Price List do not include any costs paid to third parties to fulfil the subject matter of the Contract. The Client will always be informed in advance of the reason for these costs and their amount, if this information is available to ČSOB, or ČSOB will notify the Client of the rules under which the amount of the costs will be determined. The fees in relation to the markets which are not expressly mentioned in the ČSOB Price List amounts to 30 basis points (1 basis point = 0.01 %) for registration and administration of securities and CZK 4,000 for each individual transaction.

To eliminate doubt, the fees stated in the ČSOB Price List do not include cases where it is necessary for administering and maintaining the rights of the Client's assets, especially in a foreign country, to ask for the assistance of a local or foreign law firm (e.g. the insolvency or other failure of investment instrument issuer, collective action or another similar case). The Client will always be informed in advance of the reason for these expenses and their amount, if this information is available, with the Bank's request for approval of the costs. If the Client has not approved these costs and the assistance of a law firm, the Client acknowledges that the Bank will not take these steps with the investment instruments.

8. Method of Evaluating Assets

Unless otherwise specified for a given market, each Book-Entry Security is assigned to a single stock exchange, source or depositary from which a price is implicitly obtained. In the event that it is not possible to obtain a price from the stock exchange or from an assigned source within the timeframe set forth below, although it is an implicit price source, the Book-Entry Security shall be assigned the price quoted by the depositary or the price shall be obtained from another appropriate source. In the event of a lack of liquidity of the relevant Book-Entry Security, ČSOB will use its best efforts in making an estimate of price. If ČSOB is unable to make even a price estimate, the Book-Entry Security is assigned the price corresponding to the face value of the Book-Entry Security or its equivalent.

The source of the valuation remains the same throughout the fiscal year. A change will only occur if the assigned source is unable to provide a relevant valuation for an extended period of time.

In the event that the price is not available for the requested date from the source, the valuation shall be made at the price of the nearest available date, but not older than ten days from the date on which the relevant statement is issued. The date as of which the valuation is made is shown in the statement.

For the purpose of calculating fees, the default price (according to the relevant values obtained from Clearstream, the CSD Prague, etc.) may be used, which is indicated in the note for the relevant market.

9. Custody Account Statements

ČSOB issues to the Client a statement of its custody account which includes information prescribed by applicable laws. The frequency for sending custody account statements is automatically set at one month. If the Client wants more frequent statements, the Client must asked the Bank in writing to change this. The fees for this change are stated in the ČSOB Price List.

Custody account statements may not reflect all information of changes of the investment instruments which are a result of technical corrections, rectification of discrepancies or reconciliations.

10. Complaints

The Client is entitled to file a complaint or grievance in accordance with the Rules of Complaints that describe the communications between the client, a potential client or another person and ČSOB if a complaint or grievance is filed with ČSOB. The Rules of Complaints specify the material prerequisites of a complaint or grievance, the procedures for filing complaints and grievances by ČSOB clients and the conditions for ČSOB resolving complaints and grievances. The Rules of Complaints are published on the Bank web sites (www.csob.cz and www.postovnisporitelna.cz) and are available at ČSOB branch offices marked with the ČSOB logo, in the financial centres of Poštovní spořitelna and in post offices and the Client can ask for a printed version from the client's officer who it entered into the contract with. In addition to the Rules of Complaints, the Client and ČSOB agree that a complaint about the client's direction must be filed without undue delay, however, not later than within fifteen (15) days after the date when the direction could have been or was carried out. If a direction with long-term validity was given, the claim period will be calculated from the date when the client's direction could have been or was carried out for the first time.
If the complaint is not connected with giving a direction, it must be filed within the period specified by the Rules of Complaints, i.e. without undue delay after the client learns the reasons for the complaint, however, not later than within the statute of limitation period specified by the appropriate legal regulations.

If the fees or prices for which ČSOB provides its services or the conditions for receiving complaints are changed, ČSOB must inform the Client of these change. By giving a new direction the client consents to the changes.

11. Handing over Identification Data

The Client agrees that ČSOB can provide the list of authorised persons, including their identification data and extent of authorisation, to the other members of the ČSOB Group and that this identification data can be used by the members of the ČSOB Group to identify and authenticate the persons signing or acting. By concluding the Agreement, the Client confirms to the Bank that before granting this consent it has obtained the consent of the persons whose identification data will be handed over.

The ČSOB Group includes ČSOB and the entities that for a business conglomerate with ČSOB, in particular Hypoteční banka, a.s., registered office in Prague 5, Radlická 333/150, Postal Code 15057, Company ID Number: 13584324, Českomoravská stavební spořitelna, a.s., registered office in Prague 10, Vinohradská 3218/169, Company ID Number: 49241397, ČSOB Pojišťovna, a. s., member of ČSOB Holding, registered office in Pardubice - Zelené předměstí, Masarykovo náměstí čp. 1458, Postal Code 53218, Company ID Number: 45534306, ČSOB Penzijní společnost, a. s., member of the ČSOB Group, registered office in Prague 5, Radlická 333/150, Postal Code 15057, Company ID Number: 61859265, ČSOB Asset Management, a.s., investiční společnost, registered office in Prague 5, Radlická 333/150, Postal Code 15057, Company ID Number: 25677888, ČSOB Factoring, a.s., registered office in Prague 10 - Vinohrady, Benešovská house no. 2538/street no. 40, Postal Code 10100, Company ID Number: 45794278, ČSOB Leasing, a.s, registered office in Prague 4, Na Pankráci 310/60, Postal Code 14000, Company ID Number: 63998980, ČSOB Leasing pojišťovací makléř, s.r.o., registered office in Prague 4, Na Pankráci 60/310, Postal Code 14000, Company ID Number: 27151221, ČSOB Pojišťovací servis, s.r.o., member of ČSOB Holding, registered office in Pardubice - Zelené Předměstí, Masarykovo náměstí 1458, Postal Code 53218, Company ID Number: 27479714, Patria Online, a.s., registered office in Prague 1, Jungmannova 745/24, Postal Code 11000, Company ID Number: 61859273, Patria Finance, a.s., registered office in Prague 1, Jungmannova 745/24, Postal Code 11000, Company ID Number: 26455064, Patria Corporate Finance, a.s., registered office in Prague 1, Jungmannova 745/24, Postal Code 11000, Company ID Number: 25671413, and ČSOB Advisory, a.s., registered office in Prague 5, Radlická 333/150, Postal Code 15057, Company ID Number: 27081907.

12. Final and Temporary Provisions

The Client is aware of the risk of foreign markets, e.g. the risk of insufficiently developed or insufficiently enforceable local legislation (by which the foreign securities are governed) on some (especially emerging) markets, the risk of foreign exchange variations, of changes of the foreign exchange regime connected with certain currencies, of undeveloped business ethics on certain capital markets, as well as the risk of the foreign trader if the trade is concluded directly with such a person.

If a trade has not been concluded according to the conditions below, the Client must obtain information about the particular conditions.

If either contracting party waives its claim for a breach of any provisions of the Contract, this waiver will not be understood or construed as the waiver of any other provision of the Contract or a waiver of any other claim under the particular provision. An extension of the period to fulfil any obligation or measure under the Contract will not be considered as an extension of the period for the next fulfilment of this obligation or measure or any other obligation or measure. Not applying or a delay in applying any right or any condition will not imply that either of the parties has waived this right. No waiver of any other right or condition will be valid and effective unless executed in writing.

To the extent not stated otherwise in this Contract, the Client hereby agrees that ČSOB may provide documents related to provision of services according to this Contract electronically via website of ČSOB, electronic banking services or by email. The Client acknowledges that it can always request the provision of such documents in paper form.

13. Terminology - definitions

Term	Definitions
AML	Anti-Money Laundering
Broker delivery instruction	The information delivered among brokers when they inform their custodians and/or local agents, who will together agree and clear the trade
CET	Central European Time
Claim	Claim of a coupon or a dividend by a market participant from another participant. Penalty for the incurred loss.
Custodian	Manager of securities, usually a bank. The custodian does not take any investment decisions, but based on the client's instructions clears the trades concluded by the client or its broker, paying coupons or dividends, voting at general meetings or exercising other rights resulting from the client's securities and held on the client's custody account with the custodian
Ex-date	The first working day on which the securities are traded without a certain right, i.e. the working day after the decisive date. Cases where the securities were traded on the ex-date or after this date and the securities were cleared earlier than on the record-date or cases where the securities were traded before the ex-date and cleared on the record-date or later, will be dealt with by a claim. In these cases, the claim for a coupon or dividend (determined by the ex-date) and the actually paid coupon or dividend are inconsistent.
GDR/ADR	Global deposit certificates issued in accordance with the U.S. laws and traded on international markets
KYC	Know Your Customer
Local agent	see the custodian
Local custodian	An institution, usually a bank, providing custody services not only to traders but also to global clients (custodians) that do not have a branch office in the country of the local agent
OTC	Over-the-counter market, in most cases by telephone
Paying agent	A bank or another organization empowered by the issuer to pay dividends or interest
Payment date	The day when the paying agent pays the revenues
Record date	The paying agent pays the dividends or coupons based on the position in the central depository on this date
SD	Settlement Date
T+n	nth working day after day T
TD	Trade day
VSM	Freely convertible currency, i.e. a currency quoted against the CZK
ZKT	Foreign capital market
ISMA	International Securities Market Association – association of banks and broker houses stipulating the rules for trading on capital markets
LCP	Certificated securities (in paper form)
KT	Capital market

14. Market Parameters

The market parameters are not part of the Commercial Terms and Conditions. Information on the market parameters are available at the website of the Bank (www.csob.cz/portal/csob/terms-and-conditions-of-csob#investments)

The market parameters may be unilaterally changed by ČSOB.