

Terms and Conditions of Patria Finance, a.s. to the Brokerage Agreement on Purchase or Sale of Financial Instruments

These Terms and Conditions form part of the Brokerage Agreement on Purchase or Sale of Financial Instruments which the Client intends to enter into or has already entered into with Patria. This Terms and Conditions are effective from 18. 06. 2018. The current version of the Terms and Conditions is available in the Information Documents subsection of the Website.

Patria Finance, a.s. is a securities broker/dealer (investment firm), holder of the relevant license, and its activities are supervised by the Czech National Bank, with its registered office at Na Příkopě 28, Prague 1, URL address: www.cnb.cz.

I. DEFINITIONS

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

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

Website means Patria's website accessible via Internet at the URL address <http://www.patria-finance.com>, Institutional Sales and Trading section.

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

Business Day means any day on which banks and other institutions which participate in the provision of financial services are open for the provision of the relevant services.

Business Hours means the interval from 8 a.m. to 5:30 p.m. Prague time on any Business Day.

Authorized Person means any person notified by the Client as a person authorized to place orders via a form the template of which is enclosed as Annex 2 with the Agreement, or in any other manner satisfactory to Patria.

Personal Data means 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.

Order Execution Policy is a document entitled "Information on the Order Execution Policy of Patria Finance for Professional Clients".

ČSOB Group means Československá obchodní banka, a. s., with its registered office at Radlická 333/150, 150 57, Prague 5, Czech Republic, ID No.: 00001350, and any entities belonging to the same business group.

KBC Group means KBC Group NV, with its registered office at Havenlaan 2, B-1080 Brussels, Belgium, reg. number 0403.227.515, and any entities belonging to the same business group.

II. PLACING ORDERS

- 2.1 **Prescribed requirements of an order.** Patria may only execute an order properly if the order contains at least the following information:
- (a) Unambiguous identification of the financial instruments (name, ISIN or any other identification);
 - (b) Direction of the transaction (buy/sell);
 - (c) Number of units (quantity) of the financial instruments or volume of the funds for which the Client wishes to buy or sell the financial instruments;
 - (d) Price condition, i.e. the highest or lowest price for which any financial instrument is to be bought or sold, respectively, or any other instruction relating to the price of the financial instrument.
- 2.2 **Additional requirements of an order.** The Client may in their order also stipulate the following conditions for execution of the order:
- (a) Term of validity of the order. 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 placed 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;
 - (b) Determination of the execution venue where the financial instrument is to be traded. Unless the Client determines the execution venue, it shall be determined in compliance with the Order Execution Policy;
- 2.3 **Authorization to place an order.** Patria is not obliged to accept orders from any person other than the Authorized Person.
- 2.4 **Methods of placing orders.** The Client may place their order by phone, by e-mail, using the Bloomberg communication system or in any other manner agreed by the Parties. The Client may place orders only during Business Hours. If any password has been agreed for placing orders, the order must also contain the agreed password.
- 2.5 **Cancellation of an order.** The Client may cancel a placed order only if such cancellation is possible with respect to the current stage of executing the order.
- 2.6 **Refusal of an order.** Patria may, at its own discretion, refuse to accept an order without stating a reason or refuse to execute an already accepted order, as applicable. Patria may especially, without limitation, refuse any order which has been placed contrary to the Agreement, any order the execution of which would violate any applicable laws or regulations, any order which is ambiguous, incomplete, incomprehensible, or if the Client fails to provide the necessary assistance. If Patria refuses any order, Patria shall usually inform the Client without undue delay.

III. 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. If the Client is classified as a professional client, Patria executes orders in compliance with the Order Execution Policy and the Client agrees with these Rules.

- 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 financial instruments was entered into or with whom any other agreement was entered into in connection with the execution of the Client's order.
- 3.3 **Patria as a counterparty to the transaction (principal).** Patria may also execute the Client's order to buy or sell a financial instrument by selling the financial instrument to the Client from its own assets or buying it from the Client and becoming the holder thereof.
- 3.4 **Partial execution of an order.** The Client agrees that unless the order indicates otherwise, Patria may also execute the order partially.
- 3.5 **Information on execution of an order.** Patria shall provide the Client with a confirmation that the order was executed no later than the following Business Day after the order was executed or, if Patria executes the order through a third party, then no later than the following Business Day after Patria receives confirmation from the third party that the order was executed.
- 3.6 **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.

IV. SETTLEMENT OF A TRANSACTION

- 4.1 **Settlement of orders to buy.** Patria shall deliver any financial instruments the purchase of which was arranged by Patria under the Agreement to the custodian selected by the Client. The Client shall pay to Patria an amount corresponding to the (i) purchase price of the financial instruments and the (ii) remuneration and any third-party costs or fees, if any. The Client hereby agrees that Patria may retain any financial instruments until Patria receives the above payment from the Client, unless the payment and the delivery of the financial instruments occur simultaneously.
- 4.2 **Settlement of orders to sell.** Patria shall pay any proceeds from the sale of financial instruments to an account determined by the Client and is authorised to offset against such proceeds its claim for payment of a remuneration for services provided under this Agreement and a compensation for any third-party costs or fees.

V. RIGHTS, DUTIES AND CONSENTS OF THE CLIENT

- 5.1 **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.
- 5.2 **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 the Agreement and any orders through the register of contracts in compliance with the applicable laws and regulations if the public disclosure of the above is mandatory. In addition to the requirements imposed by any applicable laws and regulations, the Client shall also obliterate any other information if Patria requests the Client to do so and if permitted by the applicable laws and regulations. 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 above in the register of contracts. Patria is entitled, though not obliged, to publicly disclose in the register of contracts the Agreement or any 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 or any order.

5.3 **Consents.** The Client agrees that

- (a) Patria may execute the Client's orders outside regulated markets, multilateral trading facilities or organized trading facilities;
- (b) If the Client places a limit order in respect of any shares admitted to trading on a regulated market or traded on a trading venue and the order is not immediately executed under prevailing market conditions, Patria has the right to decide whether Patria shall or shall not make the order public in a manner easily accessible to other market participants;
- (c) Patria is not obliged to provide the Client with (i) annual ex-post information about costs and charges, (ii) any illustration showing the cumulative effect of costs on return or (iii) an indication of the currency involved and the applicable conversion rates and costs where any part of the total costs and charges is expressed in foreign currency, unless such information relates to investment instruments or services, in respect of which this limitation is not possible. Patria will assume that whenever the Client concludes a transaction relating to a financial instrument embedding a derivative, the Client does not intend to offer this financial instrument to its clients, unless it notifies Patria otherwise before concluding the transaction.

VI. RIGHTS AND DUTIES OF PATRIA

6.1 **Limitation of liability.** Patria is liable to the Client for any damage or losses resulting from any breach by Patria of its obligations arising from the Agreement but assumes no liability for any damage or losses which are not caused by Patria. Patria especially, without limitation, assumes no liability for any:

- (a) Harm caused by a third party or harm caused by insolvency of a third party, if applicable;
- (b) Acts of the Client and any mistake or error the Client makes in the disclosure of the information necessary for the provision of services under the Agreement and any harm arising therefrom;
- (c) Failure, interruption/suspension or unavailability of any communication channel between the Client and Patria; and
- (d) Inability to execute, implement or settle any executed order for reasons beyond Patria's control.

6.2 **Limitation of compensation for harm.** The Parties have explicitly agreed that, notwithstanding the above said, Patria is not obliged to compensate the Client for any harm other than harm caused intentionally or by gross negligence.

VII. COMMUNICATION AND METHOD OF ACTING

7.1 **Language of the communication.** Mutual communication between Patria and the Client shall be conducted in English.

- 7.2 **Means of communication.** Unless the Parties agree otherwise, any and all announcements or notices and communication in relation to the Agreement shall be made:
- (a) By e-mail;
 - (b) Using the Bloomberg communication system
 - (c) By telephone or via text messages (SMS); or
 - (d) By an exchange of letters (in writing);
- using the contact data disclosed by the Parties. The Client shall provide its contact details to Patria in a form the template of which is enclosed as Annex 2 to the Agreement or in any other manner satisfactory to Patria and undertakes to update such data after any change without undue delay.
- 7.3 **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 records shall be kept in Patria and available to the Client on request for a period of five years, or for a period of up to seven years if requested by the Czech National Banks.

VIII. CONFIDENTIAL INFORMATION AND PERSONAL DATA

- 8.1 **Processing of personal data by Patria.** Patria processes personal data. Patria is entitled to provide the data especially 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.
- 8.2 **Confidential information.** Patria keeps confidential any information obtained in connection with the provision of services under the Agreement but has the right to provide such information 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.

IX. CLOSING PROVISIONS

- 9.1 **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.