

**BUSINESS TERMS AND
CONDITIONS FOR
TRADING IN DOMESTIC
SECURITIES AND FOR
THEIR SAFE KEEPING
AND CUSTODY**

**UNICREDIT BANK
CZECH REPUBLIC, A.S.**

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1. DEFINITION OF TERMS

“Bank” refers to UniCredit Bank Czech Republic, a.s., having its registered address at Želetavská 1525/1, P.O. Box 421, 111 21, Prague 4–Michle, Company ID 64948242, entered in the Commercial Register maintained by the Municipal Court in Prague, Section B, file 3608.

“Exchange” refers to Prague Stock Exchange, a.s., having its registered address at Rybná ul. 682/14, 110 00 Prague 1, Czech Republic, Company ID 47115629.

“Agreement” refers to the Framework Agreement on Trading in Domestic Securities.

“Customer” denotes the person or entity that concluded the Agreement with the Bank.

“Order” is an order of the Customer for procuring a purchase or sale of Securities.

“Current Account” refers to the current account of the Customer maintained at the Bank in CZK, which is stated in the heading of the Agreement in the table Data about the Customer.

“CNB” stands for the Czech National Bank, as defined by the Act on Capital Markets Supervision.

“Investment Questionnaire” is a document of the Bank that serves as the basis for obtaining information about the Customer in accordance with legal regulations governing the conditions for providing investment services for the purpose of advising the Customer with regard to investment instruments (securities) that may not be appropriate from the viewpoint of the Customer’s expert knowledge and experience in the investments area, or, as the case may be, may not be suitable in consideration of the Customer’s financial situation and/or investment goals.

“Asset Account in the CSDP” refers to the Customer’s asset account maintained at Central Securities Depository Prague.

“Asset Account at UniCredit” refers to an account established and maintained in the Bank’s internal system in the Customer’s name for purposes of registering the Customer’s Securities that are entrusted to the Bank for the provision of investment services in accordance with the Agreement.

“Trading Day” is a business day in which there are bids and offers for Securities on a relevant market.

“Remuneration” refers to remuneration of the Bank for executing Orders and for providing the investment services of deposit or custody of purchased securities as established by the Price List or the arranged Agreement.

“Valid Market Rules” are the valid legal regulations of the Czech Republic, resolutions, decrees, and customary or

general practices of state and regulatory authorities in the Czech Republic, as well as the rules, decrees, and customary or general practices of the Exchange and of other markets in which Securities are traded, the rules of settlement systems and the operating rules and regulations of Central Securities Depository Prague or of other entities entitled to maintain central recording of Securities in the Czech Republic in accordance with the Act on Capital Market Undertakings.

“Funds” refers to funds that are recorded in the Current Account of the Customer maintained by the Bank and which are used for the purchase of Securities on the basis of the Agreement or which are transferred to the Customer’s Current Account by the Bank from the sale of Securities on the basis of the Agreement.

“Policy for Executing Orders” is a special document of the Bank used by the Bank to establish rules for executing customers’ orders so that their orders are always executed in such a way as to achieve the best possible trade execution for the Customer.

“Price List” refers to the valid Price List regarding the services provided by UniCredit Bank Czech Republic, a.s.

“CSDP” stands for Central Securities Depository Prague, having its registered address at Rybná 14, 110 00 Prague 1, Czech Republic, Company ID 25081489 (formerly operating under the name UNIVYC, a.s.), which is an entity authorised under Act No. 256/2004 Coll., on Capital Market Undertakings, as subsequently amended, and on the basis of a licence granted by the Czech National Bank to conduct central registration of book-entered securities in the Czech Republic. Central Securities Depository Prague is moreover the operator of a settlement system for securities trades. If the term “SCP”, “Centre” or “UNIVYC” is used in the Agreement or these Business Terms and Conditions, such terms shall be substituted by the uniform term “CSDP”.

Domestic Securities – hereinafter just “Securities” – refers to certain investment instruments or, as the case may be, investment securities registered in the CSDP’s central registry. Futures are specifically not designated by the Bank to be securities.

“Settlement Amount” refers to the amount corresponding to the purchase price (volume) of a trade concluded on the basis of an Order, including the Remuneration and Transaction Costs under the Agreement.

“Securities Act” refers to Czech Republic Act No. 591/1992 Coll., on securities, as subsequently amended.

“Act on Capital Market Undertakings” refers to Czech Republic Act No. 256/2004 Coll., on capital market undertakings, as subsequently amended.

“Act on Capital Markets Supervision” refers to Czech Republic Act No. 15/1998 Coll., on capital markets su-

pervision and on the amendment and supplementation of other acts, as subsequently amended.

“Inside Information” refers to precise information that directly or indirectly concerns an investment instrument that was admitted for trading on a regulated market of a European Union member state or whose admission for trading on a regulated market of a European Union member state was requested (hereinafter just a “financial instrument”), or that concerns another instrument that was not accepted for trading on a regulated market of a European Union member state and whose value is derived from such a financial instrument, or that concerns the issuer of such investment instruments or other facts significant for the development of the quote or other price of such financial instrument or its return, if this information is not publicly known and if after it would become publicly known it could significantly affect the price or return of that investment instrument or of another instrument whose value is derived from that financial instrument.

2. SUBJECT OF AGREEMENT

2.1 The Bank, as an entity licensed by the CNB to carry out the activities of a securities dealer in accordance with the Act on Capital Market Undertakings, provides, based upon an Agreement concluded with the Customer, for trading of Securities in its own name and on the Customer’s account or on the account of his or her customers or provides other investment services, doing so in conformity with the Orders of the Customer, with its own Policy for Executing Orders and under the terms and conditions stipulated in the Agreement, in the Business Terms and Conditions and in the Valid Market Rules.

2.2 The Customer is obliged to pay Remuneration to the Bank for its activity in accordance with the Bank’s valid Price List or the Agreement and to cover other costs in conformity with the Agreement.

3. RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

3.1 The Bank is obliged always to make a record of the Customer’s assets that is separate from its own assets.

3.2 The Bank may require the Customer’s written consent for the performance of a specific service if the Customer will or could incur additional, in particular financial, liabilities from its performance. The Bank is entitled to refuse to perform a service (accept an Order) that could have a substantial negative impact on the Customer’s financial situation or his or her rights.

3.3 If the Bank legitimately suspects that providing a service based on an Order could lead to market manipulation or that Inside Information was used in issuing the Order, it will alert the Customer to such fact and ask him or her for an explanation of the Order’s purpose or will suggest a different method of achieving that purpose that cannot be considered as market manipulation or the use of In-

side Information. If even after the Customer’s explanation the Bank legitimately suspects that providing the service based on the Order may lead to market manipulation or that Inside Information was used, it will not execute the Order and will notify the Customer of this immediately.

3.4 In providing services, the Bank is entitled to employ another authorised entity of its choice for fulfilling its obligations, unless explicitly agreed otherwise. In accordance with this arrangement, the Bank is explicitly authorised by the Customer, and thus entitled, to conclude a contract in the name and on the account of the Customer, if such will be necessary due to the nature of the matter.

3.5 At the Customer’s request, the Bank will give the Customer information on individual settlement systems of which the Bank is a member and on the rules of their operation.

3.6 Depending on the type and extent of a requested service, the Bank is, in accordance with the valid legal regulations, entitled and obliged to provide the investment service in a manner taking into account information about the Customer’s expert knowledge and experiences in investing in investment instruments. If the Bank deems an Order submitted by the Customer to be unsuitable or improper, it is obliged to alert the Customer upon the Order’s submission to such fact, but, at the same time, it is entitled to execute such Order at the Customer’s risk.

3.7 All orders and other operations that the Customer makes on the basis of the Agreement in relation to the Bank are regarded as operations made in the name and on the account of the Customer. The Bank always regards the Customer as its own customer in the sense of the Act on Capital Market Undertakings, even regardless of whether the Customer had informed the Bank that he or she acts on the account of or on behalf of another person or entity, or such results from the nature of the matter. Under no circumstances will such a person or entity be regarded as a Customer of the Bank.

3.8 In providing services in accordance with the Agreement and the Business Terms and Conditions, the Bank shall identify the Customer or such persons as are authorised to represent the Customer or to act in the Customer’s name in the manner stipulated in Act No. 253/2008 Coll., on selected measures against legitimisation of proceeds of crime and financing of terrorism, as subsequently amended.

3.9 For identification purposes, the Bank is entitled to require the submission of an identification document, passport, abstract from the Commercial Register not older than three months, trade licences, or an establishment deed, deed of association or foundation, articles of association and other deeds that the Bank considers necessary to be submitted for a specific case.

3.10 The Bank verifies the Customer’s signature on Orders for the purchase and sale of Securities, as well as on in-

structions for changes or cancellation of Orders, according to the valid specimen signature of the Customer's asset account maintained by the Bank (hereinafter referred to as the "Specimen Signature").

3.11 In matters of Securities trading, changes to the Agreement, submitting Orders for the purchase or sale of Securities or for their change or cancellation, or repudiation of the Agreement and other related services, persons other than the Customer may act in the Customer's name only if they are stated on the Specimen Signature, or on the basis of a separate, written power of attorney submitted by the Customer and containing explicit authorisation for all or particular operations (hereinafter referred to as an "authorised person"). The Customer's signature on the power of attorney must be officially verified, unless the power of attorney is signed in the presence of an employee of the Bank.

3.12 If an authorised person submits a written Order, his or her signature on the Order must be officially verified, unless it is signed in the presence of an employee of the Bank or the authorised person is stated on the Specimen Signature and his or her signature can thus be verified in this way.

3.13 The Customer is obliged to inform the Bank, in writing and without undue delay, of all changes to his or her personal information or to information about the person or persons authorised by the Customer to submit Orders for trading and to duly substantiate these changes. The Bank is not liable for damages arising from failure to report such changes.

3.14 The Customer is obliged to inform the authorised person or persons regarding these Business Terms and Conditions and is responsible for their observance by such persons.

3.15 The Bank may be exempted from its obligation to procure a purchase or sale of Securities under the Agreement by selling a Security to the Customer from its own portfolio or by itself purchasing a Security from the Customer.

4. EXTENT AND METHOD OF THE BANK'S PROVIDING INVESTMENT SERVICES

On the basis of the Agreement and the Business Terms and Conditions, the Bank provides the following investment services:

- receiving and handing over of Orders relating to Securities,
- execution of Orders relating to Securities for the account of a third party,
- custody of Securities maintained at CSDP and deposit of Securities certificates, and
- safe keeping of Securities certificates.

5. NOTICE OF INVESTMENT RISKS

5.1 In signing the Agreement, the Customer confirms that he or she is aware of and fully consents to the following:

- a) Securities and/or services in respect of which it is possible to submit an Order to the Bank may not be suitable for every Customer. If he or she is not closely acquainted with their principles, he or she should not use such services of the Bank.
- b) Rates, prices, returns, gains, performances or other parameters attained by individual Securities in the past may not in any case serve as an indicator or guarantee of future rates, prices, returns, gains, performances or other parameters of Securities, and these rates, prices, returns, gains, performances and other parameters of Securities which are or may be the subject of Customer's Orders may change over time – both rising and declining. Return of the originally invested amount is not guaranteed.
- c) Securities denominated in foreign currencies are also subject to fluctuations resulting from changes of currency exchange rates, which can have both positive and negative effects on their rates, prices, gains or returns occurring in other currencies, or their other parameters.

5.2 In connection with receiving Orders from a Customer, the Bank provides no legal, tax, accounting or similar consultancy. The provision of the first sentence does not relate to the providing of information on developments in the capital markets, familiarising the Customer with publicly available analyses or evaluations produced by the Bank or other entities, and providing investment recommendations of the Bank in the sense of the provisions of Section 125, paragraph 6, the Act on Capital Market Undertakings. Investment decisions are always made at the Customer's sole discretion, and the Customer bears full responsibility for them.

5.3 Payments of returns from holding or transacting in Securities are subject to taxation, and other fees may be charged in accordance with the valid legal regulations. Unless the relevant regulations or the Agreement stipulate otherwise, the Bank does not provide for the Customer settlement of any taxes or fees in connection with providing services under the Agreement. The Customer bears the responsibility for taxation of returns from holding or selling Securities according to the valid legal regulations.

6. RECEIVING AND EXECUTING ORDERS

6.1 The Bank procures a purchase or sale of Securities and provides the related investment services on the basis of the Customer's Order, if that Order is submitted in accordance with the relevant provisions of the Agreement and these Business Terms and Conditions.

6.2 Orders must be issued in writing, unless a different method of submitting Orders is arranged in a contract between the Customer and the Bank. A written Order must be presented in person by the Customer at the relevant

premises of the Bank, using a computer-processed or printed form that the respective Bank officer shall fill out according to the Customer's requirements and sign jointly with the Customer. In signing the Order form processed in the aforementioned manner, the Customer confirms the accuracy of its contents. The compulsory data for an Order is given in sample Order forms in accordance with these Business Terms and Conditions. If the data on the printed Order form differs from the mandatory data established in these Business Terms and Conditions, the contracting parties agree that the data stated on the printed Order form is considered decisive.

6.3 The Customer's Order must contain in particular the following data:

- a)** Customer identification (in particular, company or business name/first and last names, registered address/permanent residential address, company ID number/birth number or date of birth for foreigners, or a substitute identification number for foreign legal entities, type and number of an identification document and, for foreigners, the passport's country of issue);
- b)** ISIN, title or other unique identifier of the Security to which the Order relates;
- c)** type of Order (trade);
- d)** trade direction (purchase or sale);
- e)** quantity (number of pieces) of Securities;
- f)** period of the Order's validity;
- g)** designation whether or not the Order may be executed only in part; if the Order does not contain such designation, it is understood that the Customer consents also to partial fulfilment of the Order;
- h)** name and signature of the Customer or the Customer's authorised representative;
- i)** date of the Order's submission;
- j)** other data and conditions under which the Order should be fulfilled; the Bank may refuse to accept an Order if it contains conditions that prevent the Order's execution or if unreasonable difficulties or costs would be connected with its fulfilment; the Bank is the judge of inadequacy and informs the Customer without delay of an Order's refusal.

6.4 If doing so is not contradictory to the character of the Securities, the Customer's Order may contain a price limit above which the Securities may not be purchased or a price limit below which the Securities may not be sold. If such limit is not established, such limit is understood as the best possible price for which the Securities can be purchased/sold in the period of the Order's validity on the Exchange.

6.5 A price-unlimited Order is valid from the time of its reception by the Bank and, if it is not executed, it expires at the end of the Trading Day in which the Bank received the Order. A price-limited Order is valid up to the last Trading Day of the month. A price-limited Order delivered to the Bank on the last Trading Day of the month will be carried over to the following month if it is not executed on the Trading Day in which it was delivered to the Bank.

6.6 The Customer is entitled to submit Orders also by telephone, if this method of submitting Orders is stipulated in the Agreement or by another means of communication that is agreed in the same way, and to do so under the conditions agreed therein. In such cases, the Order must contain at least the requisites stated under letters b) through g) of paragraph 6.3 of this article. In signing the Agreement, the Customer and Bank confirm their mutual agreement that the Bank will use technical means to create audio recordings when Orders are submitted by telephone and which may be used to clarify possible disagreements, ambiguities or in resolving claims regarding such Orders, as well as to provide evidence in case of disputes involving judicial, administrative or other proceedings or in communication with relevant supervisory or other administrative authorities.

6.7 Should a Security's price not be established on a given market due to special circumstances at its issuer or on the basis of circumstances under the Valid Market Rules (e.g., cancellation of a trade, suspension of trading, or temporary interruption of trading), all the Customer's Orders concerning Securities may cease to be valid in accordance with the Valid Market Rules.

6.8 In accordance with the valid legal regulations, the Bank always provides the Customer with information about a recently executed Order (transaction) no later than by the second day from its execution or from the day on which it learned of its execution from third parties. This information is always available to the Customer at the Bank's business locations.

6.9 If there is a delay in the trade settlement, the Bank always notifies the Customer of that fact by telephone, in writing or in another appropriate form.

6.10 At the same time, the Bank shall secure the corresponding change in the Customer's asset account in the appropriate register of Securities.

6.11 The Customer is entitled to issue only such Order that is in accordance with the extent of his or her authorisation to transact in the Securities to which the Order relates. An Order for sale of Securities may relate only to such Securities to which are connected all separately transferable rights and to which will not be attached either a right of lien or any other rights of third parties. Moreover, an Order for sale of Securities may not be submitted if an agreement has been concluded on the basis of which there will occur, or could occur, a transfer of separately transferable rights connected to these Securities. By issuing an Order, the Customer declares that all the aforementioned conditions are fulfilled and that he or she is fully entitled to submit the Order. In case of doubt, it is deemed that the Customer possesses the necessary authorisation for submitting an Order concerning a given Security.

6.12 Should the Customer's Order not contain some of the compulsory data stipulated in the Agreement or by these Business Terms and Conditions and should the content

of the Order therefore not be entirely clear, the Bank may refuse at its own discretion the Order's execution.

6.13 The data contained in the Order must be complete, accurate, clear and comprehensible. The Bank may alert the Customer to Orders that contain deficiencies that could jeopardise the Order's execution. If the Customer does not change or cancel an Order to which he or she was alerted by the Bank in the manner established by the Agreement or these Business Terms and Conditions, the Bank is entitled outright not to execute the Order or to execute it at its best discretion. In fulfilling the Order, the Bank will act with professional care and in the interest of the Customer.

6.14 The Bank is entitled at its own discretion to refuse to accept an Order without giving a reason. The Bank is entitled to refuse to accept an Order or to execute an already accepted Order in particular if (a) its content is in conflict with or evades legal regulations, these Business Terms and Conditions or provisions of the Agreement; (b) it is unclear, incomplete, or incomprehensible; (c) in the case of a written Order, it is not affixed with the signature of an authorised person; (d) the Customer has not performed actions or operations necessary for executing the Order; (e) the Customer does not have in the Current Account sufficient funds to settle the entire purchase price including all costs and Remunerations or sufficient Securities in the appropriate asset account; (f) in the Bank's opinion there exist reasonable doubts as to whether all conditions for the Order's execution are or will be satisfied; (g) the Customer has gone into bankruptcy or, as the case may be, bankruptcy was declared or settlement was granted on the Customer's assets; (h) the Customer defaulted in fulfilling any of his or her obligations in accordance with these Business Terms and Conditions or the Agreement; or (i) any declaration of the Customer pursuant to these Business Terms and Conditions or the Agreement proves to be false or incomplete. In determining whether the Customer has sufficient disposable funds, the Bank always takes into account the risks resulting from possible fluctuation in Securities prices and exchange rates.

6.15 The Bank is not liable for damages resulting from non-execution of incomplete, imprecise or delayed Orders of the Customer or for damages incurred due to executing an altered or forged Order, provided that it was unable to recognise such fact and that it acted with all due professional care.

6.16 The Bank undertakes to execute the Customer's Order in accordance with the conditions established in the Policy on Order Execution.

7. ORDER SETTLEMENT

7.1 The Bank's responsibility to settle an executed Order (i.e. to ensure the transfer of funds and Securities acquired by the sale or purchase of Securities in accordance with the Order, the Agreement and these Business Terms and Conditions) is conditioned upon the Customer's proper

and timely delivery to the Bank of all funds and Securities and submission to the Bank of information and documents essential for ensuring the Order's settlement, and that the Customer does so at or before the time of executing the Order.

7.2 Settlement of orders will be carried out under the conditions established in the Agreement and in these Business Terms and Conditions.

7.3 The Customer is obliged to have an open Current Account at the Bank for the entire period of the Agreement's validity. After executing an Order, the Bank shall settle the Settlement Amount with the Customer. In settling an Order for the purchase of Securities, the Bank shall debit the Current Account for the corresponding Settlement Amount, while, in settling an Order for the sale of Securities, the Bank will credit this Settlement Amount to the Current Account.

7.4 If in the stipulated time, but not later than on the standard or agreed day for settling a concluded trade, sufficient financial cover for the Order or already concluded trade is not secured due to the Customer's activity or inactivity, the Bank has the right to charge the Customer, in addition to the amount due, default interest in the amount declared by the Bank and effective as of the date of the trade settlement. The Bank is entitled to debit the amount due, including default interest, from any account maintained at the Bank in the Customer's name.

7.5 Moreover, the Bank is entitled to sell Securities purchased for the Customer in accordance with the Agreement or, as the case may be, individual Orders in the Bank's own name and on the Customer's account, in part or in full, for the purpose of settling any receivables of the Bank from the Customer arising on the basis of or in connection with the Agreement or, as the case may be, any Order and to settle these receivables by setting off the proceeds from such sale of Securities by the Bank. The Bank shall transfer the appropriate surplus to the Customer's current account.

8. SAFE KEEPING, CUSTODY AND DEPOSIT OF SECURITIES

8.1 The Bank will provide the investment service of safe keeping, custody or, as the case may be, deposit of purchased Securities in accordance with the Agreement, and in providing this service it will carry out all legal acts necessary for the performance and preservation of the rights connected with the Securities, with the exception of representing the Customer at general meetings of companies whose Securities the Customer entrusted to the Bank for their deposit or custody or exercising of voting rights at those general meetings. For purposes of providing custody of Securities in accordance with the Agreement, the Bank is authorised, as custodian for the Asset Account in the CSDP, to establish a right to carry out custody over investment instruments recorded on that asset account.

8.2 As regards the custody of Securities maintained in CSDP and deposit of Securities certificates, the Bank will ensure the collection of proceeds from these Securities. Collected proceeds from said Securities will be credited without delay to the Current Account provided that the Bank obtains the amount, and even if the Securities maintained in CSDP are payable at the Bank itself.

8.3 In providing the investment service that is the custody of Securities maintained in CSDP, the Bank will endeavour to ensure the performance of their monitoring, the subject of which is the tracking and ascertaining of information concerning these Securities. If the Customer's cooperation is necessary for a capital action concerning the Customer's Securities maintained in CSDP, the Bank will send the Customer a notice and will ask him or her to send written instructions as to how the Bank should proceed in the relevant capital action. If in the time established in the notice related to his or her Securities maintained in CSDP the Customer gives the Bank no written instruction concerning the imparted information, the Bank has no obligation to take any actions in the given matter, which applies, for example, even for takeover offers, priority subscriptions of shares or options to reinvest dividends into shares. With any capital actions relating to Securities maintained in CSDP, the tradable rights connected to Securities can be sold, provided that the Customer will not deliver to the Bank on the basis of its notice sent to the Customer an order containing his or her differing instruction, and that will be done under the condition of the best bid against a cash payment. New shares will not be purchased.

8.4 The Bank will not provide for the Customer fulfilment of the notification duty under the relevant provisions of the Act on Capital Market Undertakings (in particular the provisions of sections 11 and 122).

8.5 The Bank registers Securities of the Customer to the Asset Account at UniCredit. The Bank provides to the Customer information regarding the status of the assets on this account by means of an account statement as of the final day of a calendar quarter, and it does so always no later than the end of the month following the final day of the relevant quarter, and always no less than once annually. Quarterly statements are not compiled for accounts to which no Securities are registered as of the last day of the quarter.

8.6 The Bank will prepare a statement as to the status or change of the Asset Account in the CSDP based upon the Customer's written instructions. Unless agreed otherwise, such statement will be sent to the Customer's correspondence address stated in the Agreement.

8.7 A statement as to the status of the Asset Account in the CSDP contains the following data: (a) number of pieces of each investment instrument by type and issuer, including their ISIN; (b) information regarding any suspension of a right to transact with an investment instrument; (c) in-

formation regarding a person authorised to exercise rights associated with an investment instrument; (d) information regarding joint ownership of an investment instrument and the size of that share; (e) information regarding limited transferability of an investment instrument established by the issuer; (f) information regarding whether an investment instrument is subject to lien and regarding the pledgee; (g) information regarding any separately transferable rights and their separation from an investment instrument; (h) the date as of which the statement was compiled; and (i) the date when the statement was compiled.

9. TERMINATING THE AGREEMENT

9.1 Should the Agreement be terminated by the Customer, the Customer is obliged within 30 days from the day of the end of its validity to provide to the Bank information about the asset account opened at a new CSDP participant and to give instructions for registering transfer of the Customer's Securities to such account. Up to the time of carrying out such transfer based upon such instructions, the Customer is obliged to pay to the Bank even after the Agreement's validity has ended the Remuneration in accordance with Article 7 herein as well as third-party costs.

9.2 Should the Agreement be terminated by the Bank, the Bank will advise the Customer to provide the information and to give instructions in accordance with the preceding paragraph. In like manner shall the preceding provisions be followed for paying Remuneration and third-party costs.

9.3 Should there be no securities registered on the Customer's Asset Account in the CSDP at such time as the Agreement's validity shall end, then the Bank will provide for closing the Customer's account at the CSDP.

10. REMUNERATION AND OTHER COSTS

The Bank has a right to the Remuneration as established by the Bank's Price List for procuring purchase or sale of Securities, for maintaining the Asset Account at UniCredit, and for providing other investment services in accordance with the Agreement. In addition to the Remuneration, the Bank is entitled to charge to the Customer costs incurred for the purpose of fulfilling its obligations under the Agreement, i.e., in particular fees from a relevant market and third-party costs (of CSDP and the like).

11. CLAIMS

11.1 If the Customer is convinced that the Bank did not properly fulfil its obligations under the Agreement, he or she is entitled to raise a claim at the Bank.

11.2 A claim must be pursued in accordance with the Bank's Claims Procedure.

11.3 The Customer shall deliver a claim to the Bank without undue delay after the issue relating to the claim arose,

and the Customer will do so in written form to the Bank's registered address.

12. COMMUNICATION

12.1 Mutual communication between the Bank and Customer in connection with the Agreement takes place in the manner stipulated in the Agreement or other contractual arrangement and in these Business Terms and Conditions. In its communications, the Customer is always obliged to use the agreed forms and contact data for the given communication method. The Customer is obliged to notify the Bank without delay and in writing (or by another agreed method) of all changes in the Customer's identification data provided to the Bank in connection with the Agreement; this obligation also applies to changes in the identification data of authorised persons. Unless agreed otherwise, a change of data is effective for the Bank on the following business day after delivery of the notice under the previous sentence.

12.2 If the Customer does not notify the Bank in a due and timely manner of a change in identification and/or contact data or other vital information stated in the Agreement or in these Business Terms and Conditions, the Bank is not liable for damage thereby incurred by the Customer.

12.3 In signing the Agreement, the Customer confirms that he or she understands and agrees that the Bank will record all telephone communication by means of an audio recording device and that these recordings can be used if necessary to clarify pertinent disputed matters, in resolving claims or possible disputes arising from the relations established by the Agreement, or for dealings with relevant supervisory bodies.

13. SECURITIES BROKERS GUARANTEE FUND AND OTHER PROTECTIVE SYSTEMS

13.1 The Securities Brokers Guarantee Fund (Section 128 et seq. of the Act on Capital Market Undertakings) provides a guarantee system from which are paid compensations resulting from a securities broker's inability to fulfil its obligations to customers. Compensation is provided to the customer (with exceptions according to Section 130, paragraphs 4 and 5 of the Act on Capital Market Undertakings) in the amount of 90% of the sum calculated according to Section 130, paragraphs 8 and 9 of that Act, but not greater than the sum in CZK equivalent to EUR 20,000 for a single customer of a single securities broker.

13.2 Detailed information about terms and conditions of providing this compensation, claim to the provision of compensation, and the method of claiming its payment is the subject of special information that the Customer received from the Bank in fulfilling its obligation as a securities broker to provide information to its Customers.

14. COMMON PROVISIONS

14.1 In signing the Agreement, the Customer confirms that he or she is aware of the fact and agrees that in connection with the Agreement the Bank, or a third party contracted by the Bank, including a foreign entity, may process and store his or her personal data to the extent necessary for exercising rights and fulfilling obligations arising from the Agreement and these Business Terms and Conditions and will carry out this activity throughout the Agreement's effective period or, as the case may be, the duration of legal relations resulting from or relating to the Agreement. This provision does not affect the obligations of the Bank or of third parties contracted by the Bank ensuing from Act No. 101/2000 Coll., on Protection of Personal Data and Amendments of Some Related Acts, as amended.

14.2 Acts of the Customer that are in conflict with or evade legal regulations, the Agreement, or the Business terms and Conditions are not binding upon the Bank.

14.3 In signing the Agreement, the Client confirms his or her agreement that the Bank, in connection with fulfilling its information obligation in accordance with the brokers' agreement on disclosing trades, may provide the relevant authorities with the necessary data about concluded trades for the purpose of their subsequent publication. Data about the Customer or, as the case may be, potentially leading to identification of the Customer, and data presented by the Customer in the Investment Questionnaire are not a subject of that agreement, and the Bank regards them, together with other data and information, as being subject to banking secrecy.

15. FINAL PROVISIONS

15.1 These Business Terms and Conditions are an integral part of the Agreement. If the arrangement of a certain matter in the Business Terms and Conditions differs from that in the Agreement, the respective provision of the Agreement shall apply.

15.2 The relevant provisions of the valid General Business Terms and Conditions of UniCredit Bank Czech Republic, a.s. shall apply, as appropriate, to relations not governed by the Agreement or the Business Terms and Conditions.

15.3 These Business Terms and Conditions may be translated into other languages. If there is a contradiction between various language versions, the Czech version is the definitive version for interpreting relevant provisions.

15.4 These Business Terms and Conditions are valid and effective as from 7 July 2010.

