

OVERVIEW OF CHANGES AS OF 1 MARCH 2022

PRODUCT BUSINESS TERMS AND CONDITIONS OF UNICREDIT BANK CZECH REPUBLIC AND SLOVAKIA, A.S., FOR TRADING IN DOMESTIC SECURITIES

COMMENT / ORIGINAL WORDING	NEW TEXT
Article 1 shall be amended to include a new point	“CSDR Regulation” means a regulation No 909/2014 on improving securities settlement in the European Union and on central securities depositories;
Article 1 shall be amended to include a new point	“Cash Compensation” means the consideration that as described in Art. 17(2) of the Regulation No 2018/1229 supplementing the CSDR Regulation with regard to regulatory technical standards on settlement discipline, shall be obtained by the Bank in the event of a Settlement Fail;
Article 1 shall be amended to include a new point	“Cash Penalty” means a cash penalty imposed in case of a Settlement Fail in accordance with Art. 7(2) of the CSDR Regulation;
Article 1 shall be amended to include a new point	“Settlement Fail” means the non-occurrence of settlement, or partial settlement of a transaction on the intended settlement date, due to a lack of Securities or cash and regardless of the underlying cause;
Article 1 shall be amended to include a new point	“Sanctions” mean any economic, financial or trade sanctions laws, regulations, executive orders, restrictive measures or other sanctions requirements enacted, administered, imposed, enforced or publicly notified by: (a) the United Nations, (b) the European Union, (c) the United States of America, (d) the government, any official institution, authority and/or agency of any person listed in (a) to (c); and/or (e) any other government, official institution, authority and/or agency with jurisdiction over the Bank or the Client and/or its affiliates;
Article 1 shall be amended to include a new point	“Sanctioned Person” means a person who is, or is owned or controlled by, a designated target of Sanctions;
In Art. 6 paragraph 6.3 a) changes 6.3 The Client's Order must contain in particular the following data: a) Client identification (in particular, company or business name/ first and last names, registered address/permanent residential address, company ID number/birth identification number or date of birth for foreigners, or a substitute identification number for foreign legal entities, type and number of identification ment, and for foreigners, the passport's country of issue);	6.3 The Client's Order must contain in particular the following data: a) Client identification (in particular, company or business name / first and last names, registered address / permanent residential address, company ID number / birth identification number / date of birth / substitute identification number);
In Article 7 the title of the article changes 7. ORDER SETTLEMENT	7. ORDER SETTLEMENT; MEASURES TO ADDRESS SETTLEMENT FAILS
Paragraph 7.2 shall be amended to include a new text	Furthermore, the settlement of orders will be carried out under the conditions stipulated in the CSDR Regulation and its implementing measures.
Paragraph 7.3 shall be amended to include a new text	According to the implementing measures to the CSDR Regulation a partial settlement of the Order may be carried out.
Article 7 shall be amended to include a new paragraph 7.8	7.8 Any Cash Compensation obtained by the Bank in a direct connection with a Settlement Fail of a trade provided for the Client (“the Penalty Revenues”) shall belong to the Client. The Bank shall credit the respective amount to the Account as of the date of the Penalty Revenues payment to the Bank. The Bank shall provide the Client with an accounting statement of the received Penalty Revenues, once the Bank will have received billing for the respective period, based on a request.
Article 7 shall be amended to include a new paragraph 7.9	7.9 The Client shall compensate the Bank for any duly documented Cash Penalties imposed on the Bank, in a direct connection with a Settlement Fail involving a trade provided for the Client (“the Penalty Costs”), except for any case where the Settlement Fail is caused by the Bank due to a caused breach of its obligations in connection with the provision of service according to the Agreement and the Product Terms and Conditions. Any Penalty Costs shall be billed by the Bank to the Client for compensating once the Bank will have obtained billing for a respective period. In order to pay for such Penalty Costs, the Bank shall have the right to automatically debit the respective amount from the Account and to do so as of the date of payment of the Penalty Costs by the Bank.
In Article 9 paragraph 9.9 is renumbered to 9.12	

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Article 9 shall be amended to include a new paragraph 9.9	9.9 The Bank is bound by legal regulations stipulating its obligations to have in place, to maintain and to apply such measures so as to observe the Sanctions laws and regulations applicable to it. If the Client, its close person, any of its officers or employees become Sanctioned Persons, or if the provision of the services under the Agreement can lead to a violation of the Sanctions by the Bank, the Bank has the right to terminate the Agreement. If no Securities are registered in the Securities Account at the Bank, the Bank shall close the Securities Account at the Bank and will send the notice of termination of the Agreement to the Client. If Securities are registered in the Securities Account at the Bank, the Bank shall block the Securities Account at the Bank and will send the notice of termination of the Agreement to the Client and simultaneously it will inform the Client to submit an order to transfer the Securities. Before the order under the previous sentence is executed, the Client will continue to be obliged to pay a Remuneration to the Bank and settle any third party's costs even after the termination comes into effect.
Article 9 shall be amended to include a new paragraph 9.10	9.10 If an order to transfer the Securities pursuant to article 9.9 is not made within three months from the day on which the termination comes into effect, the Bank shall be entitled to sell all the Securities in its own name and on behalf of the Client. All costs connected with the sale of the Client's Securities under this provision of the Agreement will be paid by the Client. An amount by which the possible income of sale of the Client's Securities will exceed sale-related costs will be registered by the Bank in an internal account until it receives instruction from the Client. The Bank shall inform the Client about any sale realized under this paragraph.
Article 9 shall be amended to include a new paragraph 9.11	9.11 Unless an order to transfer the Securities pursuant to article 9.9 is made within three months after the day on which the termination comes into effect and provided that based on information available from public sources such Securities seem to be valueless and the technical value of 0.000001 is used as the estimated value of the Securities for more than six months, the Bank shall be entitled to write off the Securities from the Securities Account at the Bank and from the Securities Account at the CSDP without any compensation. The Bank shall inform the Client about any write-off realized under this paragraph.
In Article 15 paragraph 15.6 changes 15.6 The Product Terms and Conditions cancel and replace the Product Business Terms and Conditions for Trading in Domestic Securities valid since 1 January 2019.	15.6 The Product Terms and Conditions cancel and replace the Product Business Terms and Conditions for Trading in Domestic Securities valid since 1 October 2020.
In Article 15 paragraph 15.7 changes 15.7 The Product Terms and Conditions are valid from 1 October 2020.	15.7 The Product Terms and Conditions are valid from 1 March 2022.

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PRODUCT BUSINESS TERMS AND CONDITIONS OF UNICREDIT BANK CZECH REPUBLIC AND SLOVAKIA, A.S., FOR TRADING IN FOREIGN SECURITIES, THEIR ADMINISTRATION AND/OR SAFEKEEPING

COMMENT / ORIGINAL WORDING	NEW TEXT
Article 1 shall be amended to include a new point	“CSDR Regulation” – regulation No 909/2014 on improving securities settlement in the European Union and on central securities depositories;
Article 1 shall be amended to include a new point	“Cash Compensation” – the consideration that as described in Art. 17(2) of the Regulation No 2018/1229 supplementing the CSDR Regulation with regard to regulatory technical standards on settlement discipline, shall be obtained by the Bank in the event of a Settlement Fail;
Article 1 shall be amended to include a new point	“Cash Penalty” – a cash penalty imposed in case of a Settlement Fail in accordance with Art. 7(2) of the CSDR Regulation;
Article 1 shall be amended to include a new point	“Settlement Fail” – the non-occurrence of settlement, or partial settlement of a transaction on the intended settlement date, due to a lack of Securities or cash and regardless of the underlying cause;
Article 1 shall be amended to include a new point	“Sanctions” – any economic, financial or trade sanctions laws, regulations, executive orders, restrictive measures or other sanctions requirements enacted, administered, imposed, enforced or publicly notified by: (a) the United Nations, (b) the European Union, (c) the United States of America, (d) the government, any official institution, authority and/or agency of any person listed in (a) to (c); and/or (e) any other government, official institution, authority and/or agency with jurisdiction over the Bank or the Client and/or its affiliates;
Article 1 shall be amended to include a new point	“Sanctioned Person” – a person who is, or is owned or controlled by, a designated target of Sanctions;
In Art. 5 paragraph 5.4 a) changes 5.4 The Client's Order must contain in particular the following data: a) Client identification (in particular, company or business name / first and last names, registered office / residential address, company ID number / birth identification number, or if no birth identification number has been assigned, date of birth, gender for individuals, or a substitute identification number for foreign legal entities, type and number of the identification document, and for foreigners, the passport's country of issue);	5.4 The Client's Order must contain in particular the following data: a) Client identification (in particular, company or business name / first and last names, registered address / permanent residential address, company ID number / birth identification number / date of birth / substitute identification number);
In Article 6 the title of the article changes 6. ORDER SETTLEMENT	6. ORDER SETTLEMENT; MEASURES TO ADDRESS SETTLEMENT FAILS
Paragraph 6.2 shall be amended to include a new text	Furthermore, the settlement of orders will be carried out under the conditions stipulated in the CSDR Regulation and its implementing measures.
Paragraph 6.3 shall be amended to include a new text	According to the implementing measures to the CSDR Regulation a partial settlement of the Order may be carried out.
Article 6 shall be amended to include a new paragraph 6.12	6.12 Any Cash Compensation obtained by the Bank in a direct connection with a Settlement Fail of a trade provided for the Client (“the Penalty Revenues”) shall belong to the Client. The Bank shall credit the respective amount to the Account as of the date of the Penalty Revenues payment to the Bank. The Bank shall provide the Client with an accounting statement of the received Penalty Revenues, once the Bank will have received billing for the respective period, based on a request.

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Article 6 shall be amended to include a new paragraph 6.13	6.13 The Client shall compensate the Bank for any duly documented Cash Penalties imposed on the Bank, in a direct connection with a Settlement Fail involving a trade provided for the Client ("the Penalty Costs"), except for any case where the Settlement Fail is caused by the Bank due to a caused breach of its obligations in connection with the provision of service according to the Agreement and the Product Terms and Conditions. Any Penalty Costs shall be billed by the Bank to the Client for compensating once the Bank will have obtained billing for a respective period. In order to pay for such Penalty Costs, the Bank shall have the right to automatically debit the respective amount from the Account and to do so as of the date of payment of the Penalty Costs by the Bank.
In Article 11 paragraph 11.9 is renumbered to 11.12	
Article 11 shall be amended to include a new paragraph 11.9	11.9 The Bank is bound by legal regulations stipulating its obligations to have in place, to maintain and to apply such measures so as to observe the Sanctions laws and regulations applicable to it. If the Client, its close person, any of its officers or employees become Sanctioned Persons, or if the provision of the services under the Agreement can lead to a violation of the Sanctions by the Bank, the Bank has the right to terminate the Agreement. If no Securities are registered in the Securities Account at the Bank, the Bank shall close the Securities Account at the Bank and will send the notice of termination of the Agreement to the Client. If Securities are registered in the Securities Account at the Bank, the Bank shall block the Securities Account at the Bank and will send the notice of termination of the Agreement to the Client and simultaneously it will inform the Client to submit an order to transfer the Securities. Before the order under the previous sentence is executed, the Client will continue to be obliged to pay a Remuneration to the Bank and settle any third party's costs even after the termination comes into effect.
Article 11 shall be amended to include a new paragraph 11.10	11.10 If an order to transfer the Securities pursuant to article 11.9 is not made within three months from the day on which the termination comes into effect, the Bank shall be entitled to sell all the Securities in its own name and on behalf of the Client. All costs connected with the sale of the Client's Securities under this provision of the Agreement will be paid by the Client. An amount by which the possible income of sale of the Client's Securities will exceed sale-related costs will be registered by the Bank in an internal account until it receives instruction from the Client. The Bank shall inform the Client about any sale realized under this paragraph.
Article 11 shall be amended to include a new paragraph 11.11	11.11 Unless an order to transfer the Securities pursuant to article 11.9 is made within three months after the day on which the termination comes into effect and provided that based on information available from public sources such Securities seem to be valueless and the technical value of 0.000001 is used as the estimated value of the Securities for more than six months, the Bank shall be entitled to write off the Securities from the Securities Account at the Bank and from the respective account in the relevant registry without any compensation. The Bank shall inform the Client about any write-off realized under this paragraph.
In Article 12 paragraph 12.6 changes 12.6 The Product Terms and Conditions cancel and replace the Product Business Terms and Conditions for Trading in Foreign Securities, their Administration and/or Safekeeping, valid since 1 January 2019.	12.6 The Product Terms and Conditions cancel and replace the Product Business Terms and Conditions for Trading in Foreign Securities, their Administration and/or Safekeeping, valid since 1 October 2020.
In Article 12 paragraph 12.7 changes 12.7 The Product Terms and Conditions are valid from 1 October 2020.	12.7 The Product Terms and Conditions are valid from 1 March 2022.