



# Capital Markets Commercial Conditions of Tatra banka, a.s.

## Definition of Terms

### Act

Act No. 566/2001 Coll. on Securities and Investment Services and on amendments of and supplements to certain acts as amended by subsequent regulations.

### Application

Client's Application for Trading with the Bank.

### Authorised person

A person designated by the Client and authorised to act and communicate with the Bank on behalf of the Client.

### Bank

Tatra banka, a. s., Hodžovo námestie 3, 811 06 Bratislava, ID No.: 00 686 930, registered with the Business Register of District Court Bratislava I, Section: Sa, File No. 71/B.

### Bank's Website

The Website [www.tatrabanka.sk](http://www.tatrabanka.sk).

Further relevant information is available on the Website: <https://www.tatrabanka.sk/sk/business/financne-trhy/mifid/> or <https://www.tatrabanka.sk/sk/o-banke/dolezite-dokumenty/obchodne-podmienky/> or <https://priip.tatrabanka.sk/>

### BCPB

Burza cenných papierov v Bratislave [Bratislava Stock Exchange], Vysoká 17, 811 06 Bratislava, ID No.: 00 604 054, registered with the Business Register of District Court Bratislava I, Section: Sa, File No. 117/B.

### Business day

Business day as defined by the generally binding legal regulations applicable in the Slovak Republic.

### CDCP

Centrálny depozitár cenných papierov [Central Securities Depository] established and operating under the Act.

### Client

A natural person or legal entity with whom the Bank has concluded the Contract, or that negotiates conclusion of the Contract with the Bank.

### CMCC

The document Capital Markets Commercial Conditions of Tatra banka, a. s., published on the Bank's Website.

### Commercial Terms and Conditions

CMCC, Securities Registration and Trading Conditions, and GTC.

### Communication period

A period of continuous telephone communication between the Client and the Dealer (i.e. from the beginning of a call until the end of call) in order to file the Trade request.

For the purposes of CMCC, the Communication period also means a period of using of the Electronic trading platform (from logging in until a validly concluded trade).

### Contract

Capital Markets Trading Contract concluded between the Bank and the Client, including the respective Commercial Terms and Conditions.

### Contractual parties

The Bank and the Client.

### Dealer

An employee of the Bank authorised to accept the Trade request from the Client or a person designated by the Client to conclude trades and to act on behalf of the Client.

### Electronic trading platform

Electronic platform designated by the Bank, used for communication of the Client with the Bank regarding filing of the Trade request (formerly known as trading via internet).

### Foreign securities

Securities issued outside the territory of the Slovak Republic in book-entry or similar form.

### GTC

The document General Commercial Terms and Conditions of Tatra banka, a. s., published on the Bank's Website.

### Identification means

Identification, authentication and authorisation means assigned by the Bank to the Client or to the

person designated by the Client to conclude trades and to act on behalf of the Client, on the basis of the Agreement on assignment and principles of using identification, authentication and authorisation means (hereinafter also as "IAAP").

#### Investment account

Custody of securities established and maintained by the Bank for the Client pursuant to Section 6(10) of the Act. The place of performance of this service of the Bank is the Bank's registered office.

#### Private banking client

A natural person or legal entity that has concluded the Agreement on Personal Numerical Current Account (hereinafter also as "NCA Agreement"). The relations not regulated by the NCA Agreement will be governed by the Commercial Terms and Conditions of Private Banking of Tatra banka, a. s.

#### Trade request

The Client's request for conclusion of a trade, exercising of an option or giving an order, including FX-order under CMCC.

#### Security

Slovak security or Foreign security.

#### Securities Registration and Trading Conditions

The document Terms & Conditions for the Registration of Securities and Securities Trading at Tatra banka, a.s., published on the Bank's Website.

#### Slovak securities

Book-entry securities in the register at the CDCP.

#### Strategies

The document Order Execution Strategy and Order Allocation Strategy at Tatra banka, a. s., published on the Bank's Website.

Trading at Treasury, or in the past at the Treasury and Investment Banking (hereinafter also as "Contract").

1.2 The Contract comes into force and takes effect on the day of its signing by both Contractual parties. The relations not regulated in these CMCC will be also governed by the currently valid Contract, Securities Registration and Trading Conditions, and GTC.

1.3 After the Contract comes into force and takes effect, the Bank will notify the Client of the Bank's Website, including the section on the respective Website where the relevant updated information about provision of the investment and ancillary services under the Contract and CMCC is or will be available to the Clients.

1.4 With regard to the risk arising from potential misuse of the information contained in the original copy of the Application, the Client undertakes to take all necessary measures preventing the misuse of the original copy of the Application, including any appendices thereto, as well as misuse of the information contained in his application, including any appendices thereto, and in the event of any suspicion that such information may be misused, to inform the Bank to this effect without undue delay.

## 2. Communication of the Client with the Bank employees

2.1 Prior to filing the Trade request, the Client or the Authorised person designated by the Client is obliged, upon request of the Bank and before acting and communicating on behalf of the Client with the Bank under the Contract, to use one of the assigned Identification means for the purpose of identification.

2.2 In case of Private banking clients, the Bank is entitled, for the purpose of identification of the Client and/or persons authorised to act on behalf of the Client, to request also identification identifiers used for the purposes of the NCA Agreement. Upon identification via a code separately allocated by the Bank along with the agreed password, the Client or a person authorised by the Client under the Contract tells his separately allocated code under the NCA Agreement and also answers the question chosen by the Bank by what has been agreed as a password for the respective question under the NCA Agreement.

## A

### GENERAL PROVISIONS

#### 1. Processing of the Client's Application for Trading with the Bank

1.1 This document includes special commercial conditions issued under GTC and regulates the conditions for execution of some trades at the Capital Markets Division of the Bank (hereinafter also as "CMCC"). The Application means a proposal for conclusion of the Capital Markets Trading Contract, or in the past the Agreement on Conditions of

- 2.3 The Client has an option to submit the Trade request through the Dealer (on Business day from 8:30 am to 04:00 pm) or via Electronic trading platform (on Business day from 8:30 am to 05:00 pm).
- 2.4 During the Business day before or after the defined hours the Bank is entitled, but not obliged, to accept the Trade request, and the Client has no legal right to have the Trade request processed.
- 2.5 The Bank is not liable for any damage suffered by the Client as a result of non-accepted Trade request.
- 2.6 The acceptance of the Trade request outside the defined hours is considered as the Trade request received on the respective Business day.
- 2.7 Unless the Client expressly states that his Trade request is an order, the Bank processes his Trade request as the Client's proposal to conclude a trade (hereinafter also as "Client's proposal") or as an order, depending on the decision of the Bank.
- 2.8 Any orders of the Clients, that are classified according to the Act as non-professional or professional Clients, for procurement of purchase or sale of securities under the commission agreement according to these CMCC. that are classified according to the Act as financial instruments, will be executed by the Bank in accordance with the currently valid and effective Strategies in order to ensure the most favourable outcome for the Client according to the Act.
- 2.9 The provision under the preceding sentence applies neither to FX-orders nor to any other trades under these CMCC concluded on the basis of the Client's proposal or the Bank's proposal, not regulated by the currently valid and effective Strategies.
- 2.10 Any change of information in the Client's Trade request by the Client or by the Bank during the Communication Period with the Bank will give rise to a new Trade request, containing the unchanged information of the preceding request and currently changed information.
- 2.11 Unless otherwise stated in the Trade request, the Trade request is valid during the Communication Period with the Client only. Any Trade request valid for a period longer than the Communication Period may not be changed by the Client after the end of the communication during which it was given, and it may be cancelled only if it has not been accepted or executed by the Bank.
- 2.12 The Client's proposal will be processed by the Bank in either of the following ways:  
a) it will be accepted, or  
b) it will be modified or amended, which will give rise to the Bank's proposal, or  
c) it will be refused.
- 2.13 The Bank and the Client are obliged to express, in a way causing no doubt, the acceptance of proposals for example by words "I accept", "I agree", "O.K.", etc. or rejection of proposals for example by words "inappropriate", "not yet", "I do not accept", "I do not agree", etc.
- 2.14 The trade is concluded upon acceptance of the Bank's proposal by the Client or the Trade request by the Bank, and in respect of any trade concluded via Electronic trading platform, the trade is validly concluded at the moment of appearance of the number of trade (transaction) on the respective Electronic trading platform. The Bank undertakes to notify the Client of acceptance of the Trade request valid for a period longer than the Communication period with the Bank immediately upon conclusion of the trade.
- 2.15 In communication with the Bank via Electronic trading platform for the purpose of concluding trades or giving orders, the Client undertakes to access the Electronic trading platform via the Bank's Website.
- 2.16 The Client agrees that any acts done via Electronic trading platform by using IAAP allocated to the Authorised person are acts done on behalf of the Client. Pursuant to the preceding sentence the persons acting on behalf of the Client mean all persons who use IAAP of the persons authorised to act on behalf of the Client, and this also in the event that the Client has not disclosed to any third person the information required for access to the Electronic trading platform. Application of IAAP assigned to the Authorised person by a person different from the Client or a person different from the Authorised persons as well as misuse of the information required for accessing the Electronic trading platform have no effect on validity of the acts done on the Electronic trading platform.
- 2.17 The Bank's written confirmation on conclusion of trade in line with these CMCC, delivered to the Client, is without prejudice to occurrence, change or cessation of the rights and obligations of the Client and the Bank from the respective trade. The purpose

of the Bank's written confirmation on conclusion of trade in line with these CMCC is to record such trade in writing.

- 2.18 The Client undertakes, without undue delay upon receipt of the Bank's written confirmation on conclusion of trade in line with these CMCC, to compare the information contained therein with the actual information, and in case of any discrepancy, to report it to the Bank without undue delay. The Client is obliged to return the signed confirmation on conclusion of trade. If the Client fails to report to the Bank any potential discrepancies in the confirmation or to return it to the Bank within three Business days following delivery of the confirmation on conclusion of trade in line with these CMCC, it means that the Client consents to the information contained in the confirmation.
- 2.19 The Bank is entitled to make conclusion or execution of trades or agreements relating to trades subject to sending the reconfirmation of the Client or signing the written contracts or agreements, also if the written form is not prescribed by law in order to make the conclusion of these trades or agreements relating therewith valid.
- 2.20 The provisions of GTC will apply to delivery of all notices relating to the Client's trades or instructions to which these CMCC apply.
- 2.21 The Client and the Bank agree that in order to ensure evidence, they may execute their own audio record of the mutual telephone conversation which may be used, if necessary, as evidence on conclusion or non-conclusion of a trade, or giving or not giving an order or FX-order, and any other information relating to the Client's trade or order.

### 3. Due Date, Spot Value and Date of Processing

- 3.1 For the purposes of these CMCC, the term "due date" in all its grammatical forms has the same meaning as the "date of performance" in all its grammatical forms.
- 3.2 For the purposes of these CMCC, the Bank determines, each Business day and for each of the currencies set forth in the Bank's foreign exchange rate list, as well as for the euro currency, the relevant date of the spot value. Until the moment when the Bank declares the spot value to the currency, for the purposes of these CMCC, the spot value means the value relevant on each day and each currency on the second day following the day as of which the spot value is

determined, and such following days do not include Saturdays, Sundays, holidays in the Slovak Republic, the U.S.A., the European Union, and in the country where the given currency is a lawful monetary unit (hereinafter also as "spot value").

- 3.3 In respect of each obligation to pay the agreed amount of funds from the trade concluded according to these CMCC, the following three dates apply: the date of occurrence, the date of performance, and the date of processing thereof.
- 3.4 Unless specified in these CMCC otherwise or unless the Bank and the Client agree otherwise, then the date of processing the obligation is determined by comparing the date of performance thereof and the spot value determined as of the date of occurrence of that obligation, and for determination of the date of processing the following relations apply:
- 3.4.1 If the date of performance of the obligation follows after the spot value determined as of the date of occurrence of that obligation in the manner described in Clause 3.2 above, then the date of processing of that obligation is:
- a) in respect of an obligation in euro, the second Business day in the Slovak Republic, preceding the date of performance of that obligation, or
  - b) in respect of an obligation in foreign currency, the second day preceding the date of performance of that obligation, and the preceding days do not include Saturdays, Sundays, holidays in the Slovak Republic, the U.S.A., the European Union, and the country where the currency is a lawful monetary unit,
- provided that in the event that for the Bank's and/or Client's obligation, the mutual relation between various currencies is essential or if the Bank's and/or Client's obligations within one trade are expressed in various currencies, the date of processing for all such obligations will be the last of the dates of processing set forth in paragraphs a) and b) above;
- 3.4.2 If the date of performance of the obligation precedes the spot value determined as of the date of occurrence of that obligation in the manner described in Clause 3.2 above or is identical with the spot value, then the date of

processing of that obligation is identical with the date of occurrence thereof; (hereinafter also as “date of processing”).

#### 4. Trades, Trade Units, and Reference Price

For the purposes of these CMCC:

- 4.1 The trade means:
- a) Deposit Agreement
  - b) Currency trade or conversion (including a currency trade as an option contract)
  - c) Trade with securities (including a trade with securities as an option contract)
  - d) Option trade
  - e) Forward agreement for interest rates (hereinafter also as “FRA trade”)
  - f) Agreement on exchange of interests of two different interest rates (hereinafter also as “IRS trade”).
- 4.2 The traded units include, but are not limited to, monetary units (hereinafter also as “monetary unit” or “currency”), securities, option rights, and interest rates. If, in respect of any currencies whose value is very low as compared with other currencies, usually ten-, hundred-, thousand-multiply, etc. is used instead of one unit thereof, the Client has no right to object the agreed price in case the Client had agreed the price per one unit of that currency instead of the price for ten-, hundred-, thousand-multiply, etc. thereof. Determination of the volume of currency in this way will be notified by the Bank to the Client. In order to determine the volume of securities, the Client and the Bank may use, in addition to the number thereof, also the aggregate nominal value of the given securities.
- 4.3 The option right means the right of either of the Contractual parties of the underlying trade (option contract) to express a will that the Contractual party insists on the trade and the occurrence of rights and liabilities relating thereto is subject to the condition precedent which is the expression of will of the given Contractual party (hereinafter also as “option”). The option belongs always to that Contractual party which has acquired it for a remuneration or in favour of which it has been granted for free.
- 4.4 The interest means the price for the monetary unit, expressed in percentage from the given monetary unit, the Bank covenants to pay to the Client (if expressed in a positive number), or the Client covenants to pay to the Bank (in absolute value, if expressed in a negative number) for deposit of the given monetary unit by the Client with the Bank for the period of one year, or which the Client covenants to pay to the Bank (if expressed in a positive number) or the Bank covenants to pay to the Client (in absolute value, if expressed in a negative number) for provision of that monetary unit by the Bank to the Client for the period of one year. Unless the Client or the Bank specifies in the trade otherwise, the interest is agreed for a period of a year (p.a. – per annum) and the total amount thereof will be calculated by computing the pro rata portion thereof according to the actually agreed period of deposit of the monetary units by the Client with the Bank or provision of monetary units by the Bank to the Client. For the purposes of determining the interests from the Client’s deposit with the Bank, the interest-bearing day means the day as of the end of which, i.e. as of 23 o’clock 59 min. 59 sec. and 0.99 sec., the funds provided by the Client represented a part of his deposit with the Bank. For the purposes of this Clause, the year always consists of 365 days.
- 4.5 The reference interest of funds for provision thereof, expressed as percentage p.a. from such funds and ascertained in connection with the trade according to these CMCC where the Bank provides funds to the Client is:
- 4.5.1 for funds in euro, the interest equal to the EURIBOR interest rate for a period which is identical or is least different from the period of provision of funds by the Bank, applicable as of the agreed date of performance from that trade (hereinafter also as “EURIBOR” currently published by REUTERS). EURIBOR for a period longer than one day, fixed on the date of processing the obligation to provide funds, applies for the spot value date as of the date of processing of that obligation according to Article 3 of CMCC. EURIBOR for a period of one day is not fixed, and therefore the reference interest for funds in euro for a period of one day is in this case the interest equal to the 1-day EUR LIBOR interest rate, and it applies for the day when it was fixed.
  - 4.5.2 for funds for which LIBOR is fixed (except for the funds in euro), the interest equal to the LIBOR interest rate in the relevant currency and for a period which is identical or is least different from the period of provision of funds by the Bank,

- applicable as of the agreed date of performance of that trade (hereinafter also as "LIBOR"). LIBOR for a period longer than one day, fixed on the date of processing the obligation to provide funds, applies for the spot value date as of the date of processing of that obligation according to Article 3 of CMCC. LIBOR for a period of one day applies for the day when it was fixed.
- 4.5.3 for any funds other than the funds set forth in paragraphs 4.5.1 and 4.5.2 above, the reference interest means the reference interest of funds for provision thereof, quoted by the respective national bank or any authority authorised to quote such value in the country of the given currency.
- 4.6 The reference interest of funds for deposit thereof, expressed in percentage p.a. from such funds, ascertained in connection with the trade according to these CMCC, where the Client deposits funds with the Bank is:
- 4.6.1 for funds in euro, the interest equal to the EURIBOR interest rate applicable as of the agreed date of performance from this trade, less one eighth, i.e. EURIBOR - 0.125, for a period which is identical or least different from the period of deposit of funds by the Client with the Bank (hereinafter also as "EURIBID"). EURIBID for a period longer than one day, fixed on the date of processing the obligation to deposit funds, applies for the spot value date as of the date of processing of the obligation according to Article 3 of CMCC. Neither EURIBOR nor EURIBID for a period of one day is fixed, and therefore the reference interest for funds in euro for a period of one day is in this case the interest equal to the 1-day EUR LIBOR interest rate less one eighth, i.e. 1-day EUR LIBOR - 0.125, and it applies for the day when it was fixed;
- 4.6.2 for funds, for which is LIBOR fixed (except for the funds in euro), the interest equal to the LIBOR interest rate, applicable as of the agreed date of performance from this trade, less one eighth, i.e. LIBOR minus 0.125, in the relevant currency and for a period which is identical or least different from the period of deposit of funds by the Client with the Bank (hereinafter also as "LIBOR - 0.125");
- 4.6.3 for any funds other than the funds set forth in paragraphs 4.6.1 and 4.6.2 above, the reference interest means the reference interest of funds for deposit thereof, determined by the relevant national bank or any other authority authorised to determine such value in the country of the given currency.
- 4.7 The price for the currency expressed by the volume of another currency means the exchange rate of that currency in another currency (hereinafter also as "exchange rate"). The currency of the exchange rate in which the price for a unit of another currency expressed is the secondary currency (hereinafter also as "secondary currency"). The currency whose price is expressed by the volume of another secondary currency is the primary currency (hereinafter also as "primary currency"). The primary currency and the secondary currency of the exchange rate form the currency pair (hereinafter also as "currency pair").
- 4.8 The reference price for the primary currency expressed in the secondary currency, i.e. the reference rate of the primary currency in the secondary currency means an average of minimum two exchange rates of the primary currency in the secondary currency, for which at least two other banks elected by the Bank offered during one day conclusion of currency trades with the same date of performance as the performance from the trade in respect of which that reference price for the primary currency is determined. The "purchase" reference price for the currency means an average of the exchange rates offered by other banks for purchase of that currency (BID) according to the first sentence of this Clause and the "sale" reference price for the currency means an average of exchange rates offered by other banks for sale of that currency (ASK, OFFER) according to the first sentence of this Clause. In the event that in connection with the executed Client's FX-order, the Client does not conclude the currency trade with the Bank according to Article 11, Clause 11.4 hereof, for the purposes of determining the reference price, the Bank will consider as performance of this currency trade the performance which should have been realised from this currency trade, by using the spot value as of the date when the Bank notifies the Client that his FX-order has been executed.

- 4.9 The reference price for a security, i.e. the reference rate of the security means the price offered last by the participant or participants in any organised market of securities elected by the Bank in that market in their bid for trade with the given security with the same date of performance of that trade as performance from the trade in connection with which such reference price for the security is determined. The “purchase” reference price for the security means the price from the bid according to the preceding sentence for that security for purchase thereof (BID) and the “sale” reference price for the security means the price from the bid according to the preceding sentence for that the security for sale thereof (ASK, OFFER). If no bids under this Clause exist for conclusion of trade with securities for the same date of performance of such trade as performance from the trade in respect of which the reference price for the security is determined, for determination of the reference price, the bids will be used for conclusion of trades for the date of performance closest to the date of performance from the trade in respect of which the reference price for the security is determined, however, the difference between the dates of performance of trades set forth in this Clause must not be longer than 3 business days in the organised market from which the prices for the reference price are determined. If the reference price cannot be ascertained as described above, the reference price for the security means an average of at least two prices in the same currency for which minimum two other participants in any organised market of securities elected by the Bank offered during one-day conclusion of trades with those securities with the same date of performance from the trades as performance from the trade in respect of which such reference price for the security is determined. If the reference price according to this Clause cannot be determined due to the reason that it is impossible to find any bid for purchase of the security, then the reference price for the security will be one euro. In the event of any dispute between the Client and the Bank regarding determination of the price for securities, as the price corresponding to the gain from the securities until maturity or the pro rata interest income from the security, the calculation using the
- mathematic formula used by BCPB or BLOOMBERG will apply.
- 4.10 The reference option premium of the option means an average of minimum two option premiums of the same option, expressed in the same currency, for which at least two other banks elected by the Bank offered during one-day conclusion of option trades with an option in respect of which such reference option premium is determined. The “purchase” reference option premium means an average of the option premiums determined according to the first sentence of this Clause from an offer of other banks for purchase or acquisition of that option (BID), and the “sale” reference option premium means an average of the option premiums determined according to the first sentence of this Clause from the offer of other banks for sale or provision of that option (ASK, OFFER). For this purpose, the same options mean the options from which the same rights arise. The option premium means the price for the option.
- 4.11 Any out-of-market requirements of trades or agreements concluded under the Contract and these CMCC (in particular the interest rate, exchange rate, option premium, etc.) are such which are at the time of conclusion of trades or agreements significantly unusual, i.e. significantly beneficial or significantly unfavourable for the Bank or for the Client when compared with the relevant conditions in the interbank market, and the conditions of participants in the interbank market are adequately applied to such trades or agreements between the Bank and the Client. For example, in any currency trades concluded under the Contract and these CMCC, the significantly unusual exchange rate is such rate which would differ from the exchange rate agreed under normal market conditions in the interbank market in the third to fifth numeric position (from right to left) of the quoted currency pair, provided that the quoted currency pair normally consists of five numeric positions.
- 4.12 The market value of the trade is calculated according to the generally recognised models of financial mathematics, where the market conditions prevailing at that time constitute the inputs.
- 5. Requirements of Trades and Client’s Orders**
- 5.1 The Client and the Bank conclude a **deposit agreement** if they agree on:

- 5.1.1 Volume and currency of the funds to be deposited by the Client,
- 5.1.2 Date as of which the Client is obliged to make the deposit in the Bank,
- 5.1.3 Date as of which the Client requests the Bank to pay the given deposit, or the entire deposit fixation period, including a possibility to divide the entire deposit fixation period into several interest periods, provided the deposit is accepted by the Bank,
- 5.1.4 Number of the current account from which the funds will be used for the given deposit and to which the given deposit will be repaid by the Bank to the Client,
- 5.1.5 Interest rate(s) for individual interest periods for determination of the interest which will accrue on that deposit in the event of acceptance of the deposit by the Bank, whereas if any such interest rate is arranged as a positive number, the interest on the deposit determined under such an interest rate will be paid out to the Client by the Bank, and if any such interest rate is arranged as a negative number, the absolute value of interest on deposit determined under such an interest rate will be paid out to the Bank by the Client.
- 5.2 The Client and the Bank conclude a **currency trade** if they agree on:
- 5.2.1 Volume and currency of the primary currency,
- 5.2.2 Price in the secondary currency or the method of calculation or determination thereof by the Bank. If the Client and the Bank agree on the price for the unit of the primary currency, it is not requisite to agree on the total price for the entire volume of the primary currency, and if the Client and the Bank agree on the price for the entire volume of the primary currency, it is not requisite to agree on the price for the unit of the primary currency,
- 5.2.3 Purchase or sale of the primary currency by the Client, i.e. whether the Client will be purchaser or seller in the trade,
- 5.2.4 Date or period for performance of the obligations from the currency trade,
- 5.2.5 Manner of performance of the obligations from the currency trade.
- 5.3 The Client and the Bank conclude a **trade with securities** if they agree on:
- 5.3.1 Securities and the number thereof as the object of trade. The number of securities may be agreed by the Client and the Bank also by agreeing on the aggregate nominal value of the traded volume of securities; in this case, the number of securities means the ratio of the aggregate nominal value to the nominal value of one security.
- 5.3.2 Price in euro or any other currency or the method of calculation or determination thereof by the Bank. If the Client and the Bank agree on the price for one security, they agree at the same time on the purchase price for the entire volume of securities which is determined as the price for one security multiplied by the number thereof. If the Client and the Bank agree on the price for the entire volume of securities, it is not requisite to agree on the price for one security. In respect of those securities whose holder is entitled to the regular gain specified in the issue conditions, the Client and the Bank may agree on the price also by agreeing on an amount as % from the nominal value. Then, the agreed price will be an aggregate of the agreed price in % from the nominal value and the pro rata portion of the nearest future due gain from that security. Such pro rata portion (pro rata interest gains) will be determined for the period from the due date of the preceding gain or issue of the security until the date of transfer of the security, unless agreed otherwise.
- 5.3.3 Purchase or sale of securities by the Client, i.e. whether the Client will be purchaser or seller in the trade.
- 5.4 The Client and the Bank conclude an **option trade** if they agree on:
- 5.4.1 Sale (grant) of an option by the Bank to the Client or by the Client to the Bank, and
- 5.4.2 Option which must contain at least the following information:
- a) Date of exercise of the option (date of expiry) or the period during which it may be exercised by the holder thereof.
- b) Option contract of the option – i.e. the trade, the rights and obligations of which are subject to exercising of the option in respect of which the contract is required (hereinafter also as “option contract”). The rights and obligations from the option contract are governed by the provisions of these CMCC.
- 5.4.3 Amount of the option premium.



- 5.5 **The Bank will accept an order for procurement of purchase or sale of securities given by the Client under the commission agreement** only if the order contains at least the information required under Clause 4.2.1 of the Securities Registration and Trading Conditions.
- 5.6 **The Bank accepts an FX-order** given by the Client only if the FX-order contains at least the following required information:
- 5.6.1 Specification of the Client's interest in purchase or sale of primary currency by the Client i.e. whether the Client will be a purchaser or seller in the FX-order;
- 5.6.2 Specification of the volume and currency of the primary currency;
- 5.6.3 Specification of the price in the secondary currency, in particular whether it is a maximum or minimum price. If the Client and the Bank agree on a price for the unit of primary currency, it is not requisite to agree on the total price for the entire volume of the primary currency, and if the Client and the Bank agree on the price for the entire volume of primary currency, it is not requisite to agree on the price for the unit of the primary currency.
- 5.6.4 Specification of the period of validity of the FX-order.
- 5.7 **The Client and the Bank conclude an FRA trade** if they agree at least on the following:
- 5.7.1 Specification of the buying and selling party in the FRA trade;
- 5.7.2 The amount and currency of the principal as an underlying asset of the FRA trade, provided that the amount of the principal as an underlying asset of the FRA trade may be expressed in euro or in a foreign currency which is normally accepted by the Bank;
- 5.7.3 The beginning of the interest period of the FRA trade;
- 5.7.4 The end of the interest period of the FRA trade;
- 5.7.5 The contract interest rate and the calculation basis for calculation of interest gains in the FRA trade, provided that the contract interest rate in the FRA trade may be agreed only as a fixed interest rate expressed as % p.a.;
- 5.7.6 The future normal (spot) interest rate in the FRA trade, provided that the future normal (spot) interest rate in the FRA trade may be agreed only as an interbank interest rate published in the relevant pages of official media such as REUTERS or any other media publishing stock exchange reports, for the relevant currency and the duration of the interest period as of the date of fixing, expressed as % p.a. (e.g. 6M EURIBOR as of 30 June 2019 means the interest period of 6 months for the euro currency and as of 30 June 2019);
- 5.7.7 The day which is essential for specification of the future normal (spot) interest rate in the FRA trade (hereinafter also as "the date of fixing the FRA trade"), provided that the date of fixing the FRA trade is determined as the second Business day prior to the date of beginning of the interest period of the FRA trade, provided that the business days do not include any days which are the Business days neither in the Slovak Republic nor in the country in the currency of which the future normal (spot) interest rate agreed in the FRA trade is determined;
- 5.7.8 Identification of the Client's current account with the Bank, from which the Client will fulfil his obligations from the FRA trade to the Bank and to which the Bank will fulfil its obligations from the FRA trade to the Client.
- 5.8 **The Client and the Bank conclude an IRS trade** if they agree at least on the following:
- 5.8.1 Specification of the buying and selling party in the IRS trade;
- 5.8.2 The currency and amount of the principal as an underlying asset of the IRS trade;
- 5.8.3 The beginning and the end of the period of the IRS trade;
- 5.8.4 The first interest rate and the calculation basis for calculation of the relevant interest gains in the IRS trade, provided that the first interest rate in the IRS trade is fixed as certain % p.a. which will remain unchanged during the whole period of the IRS trade or the basis for determination thereof is certain reference rate for certain period, normally applied in financial markets and published in the relevant page of official media, such as REUTERS, etc. (e.g. 6M EURIBOR, 1M LIBOR, 3M BRIBOR, etc.) or it will be determined as a combination of the above two ways;

- 5.8.5 Frequency of payment of the interest gains paid according to the first interest rate or duration of the interest period for the first interest rate within the period of the IRS trade (hereinafter also as “interest period for the first interest rate”);
- 5.8.6 Specification of the second interest rate and the calculation basis for calculation of the relevant interest gains in the IRS trade. The second interest rate in the IRS trade is determined as certain % p. a. which will remain unchanged during the whole period of the IRS trade or the basis for determination thereof is certain reference rate for certain period, normally applied in financial markets and published in the relevant page of official media, such as REUTERS, etc. (e.g. 6M EURIBOR, 1M LIBOR, etc.) or it will be determined as a combination of the above two ways;
- 5.8.7 Frequency of payment of the interest gains paid on the basis of the second interest rate or duration of the interest period for the second interest rate within the period of the IRS trade (hereinafter also as “interest period for the second interest rate”);
- 5.8.8 Identification of the Client’s current account with the Bank, from which the Client will fulfil his obligations from the IRS trade to the Bank and to which the Bank will fulfil its obligations from the IRS trade to the Client.
- 6.3 By concluding the deposit agreement, the Client undertakes to make a deposit in the Bank on the agreed date of making the deposit in the Bank under Clause 6.2 above.
- 6.4 If the current balance of funds on the Client’s agreed account under Clause 6.2 above, until 5:30 pm on the agreed day of making the deposit in the Bank according to Clause 6.2 above, is lower than the agreed deposit to be made according to Clause 6.2 above, then:
- 6.4.1 the Bank is authorised, but not obliged, to unilaterally reduce the agreed deposit to be made according to Clause 6.2 above to the balance of the funds on the Client’s agreed account according to Clause 6.2 above at 5:30 pm on the agreed day of making deposit in the Bank according to Clause 6.2 above, rounded downwards to thousand units of the currency in which the Client’s agreed account is maintained according to Clause 6.2 above, or
- 6.4.2 the deposit agreement will be cancelled if the balance of the funds on the Client’s agreed account according to Clause 6.2 above at 5:30 pm on the agreed day of making the deposit in the Bank according to Clause 6.2 above is lower than the minimum volume of trade for the deposit agreements, currently published on the Bank’s Website.
- 6.5 Upon execution of the deposit agreement, the Bank agrees to accept the deposit made by the Client under such agreement, and such deposit will bear interest under Clause 6.1 of this Article until the first day preceding the agreed day as of which the Client requests the Bank to pay the deposit.
- 6.6 The interest on deposit is payable and paid out as at the agreed day of interest payout, hence upon the expiration of the entire deposit fixation period, unless the Bank and the Client agree on early termination of the deposit agreement or unless the Bank and the Client agree in terms of the deposit agreement that the entire deposit fixation period will be divided into several interest periods.

## B

### TRADES AND ORDERS

#### 6. Deposit Agreement

- 6.1 The purpose of the deposit agreement is provision of funds for an agreed period by the Client to the Bank for a remuneration equal to the agreed interest, whereas if the interest rate is arranged as a positive number, the interest on the deposit determined under such an interest rate will be paid out to the Client by the Bank, and if any such interest rate is arranged as a negative number, the absolute value of interest on deposit determined under such an interest rate will be paid out to the Bank by the Client.
- 6.2 The subject of the deposit agreement is a Client’s deposit made from the Client’s agreed account maintained by the Bank for

- 6.7 The payable interest on deposit paid out by the Bank to the Client (if the interest rate is arranged as a positive number) is credited by the Bank to the Client's current account maintained by the Bank from which the funds were used for making such deposit to a current account agreed by the Bank and the Client, if they agree on early termination of the deposit agreement. The interest on deposit paid out by the Bank to the Client will be decreased by the tax under the generally binding legal regulations.
- 6.8 The payable interest on deposit paid out by the Client to the Bank (in absolute value if the interest rate is arranged as a negative number) is deducted by the Bank from the deposit paid out by the Bank to the Client, or is debited by the Bank from any current account of the Client maintained with the Bank.
- 6.9 Each deposit agreement will contain the following provision on payment of deposit by the Bank to the Client, and the provision on blocking (pledge) of payment of the Client's deposit:
- 6.9.1 The Bank will pay the deposit in the Bank according to the deposit agreement by crediting, as of the date as of which the Client requests the Bank to pay the deposit, the funds equal to the deposit to a Client's current account maintained by the Bank from which the funds were used for making the deposit, unless the Bank and the Client agree on early termination of the deposit agreement or unless the Bank and the Client agree in terms of the deposit agreement that the entire deposit fixation period will be divided into several interest periods.
- 6.9.2 The Client makes payment of the deposit in the Bank according to the deposit agreement subject to expiry of a day preceding the day as of which the Client requests the Bank for payment of deposit. The Bank is not obliged to pay the deposit to the Client prior to expiry of the above day, unless the Bank and the Client agree on early termination of the deposit agreement or unless the Bank and the Client agree in terms of the deposit agreement that the entire deposit fixation period will be divided into several interest periods.
- 6.10 The Bank and the Client may mutually agree by telephone or in writing on early termination of the deposit agreement prior to the originally arranged day of deposit payout, while they expressly agree also on the date the agreement on early termination of the deposit agreement becomes effective, the amount of early deposit withdrawal fee in favour of the Bank, and the current account of the Client maintained with the Bank whereto the funds upon early deposit payout are to be paid. In case the Bank and the Client agree on early termination of deposit agreement, the Bank will pay the deposit to the Client on the agreed date the agreement on early termination of the deposit agreement becomes effective and to the agreed Client's current account maintained with the Bank. The deposit amount paid out will be reduced by the agreed fee in favour of the Bank for early deposit withdrawal. In such case the deposit will bear aliquot interest, and that for the period as of the day of making the deposit by the Client (inclusive) until the day preceding the day of deposit payout by the Bank to the Client (inclusive). Such aliquot interest on deposit will be payable and will be paid out on the agreed date the agreement on early termination of deposit agreement becomes effective.
- 6.11 In case the Bank and the Client agree in terms of the deposit agreement that the entire deposit fixation period will be divided into several interest periods, the respective interest on deposit for the relevant interest period will be payable and will be paid out on the last day of the respective interest period and will not bear any further interest. In such a case the Client can concurrently ask the Bank during any interest period to pay out the entire deposit (not by portions) to the Client's current account maintained by the Bank from which the funds were used for makings such a deposit, as at the last day of the relevant interest period, and the Bank is obliged to comply with such Client's request.
- 6.12 Validity of the deposit agreement will expire upon payout of the entire deposit by the Bank to the Client and upon payout of all payable interests thereon.
- 6.13 The deposit made under the deposit agreement is a different form of deposit which is not subject to the provisions of the Civil Code on passbooks and deposit certificates.
- 6.14 Deposits received by the Bank on the basis of deposit agreements in compliance with the Contract and these CMCC are considered as deposit in line with Section

3(1) of Act No. 118/1996 Coll. on Deposit Protection and on amendments of and supplements to certain acts as amended.

## 7. Currency Trade

7.1 The purpose of the currency trade is:

7.1.1 to acquire euro by sale of funds in foreign currency, or

7.1.2 to buy funds in foreign currency for euro, or

7.1.3 to acquire funds in any other foreign currency by sale of funds in foreign currency, or

7.1.4 to acquire funds in foreign currency by purchasing them for funds in any other foreign currency, or

7.1.5 that the Bank, in connection with the Client's payment orders or orders for payment of the Client (hereinafter also as "payment orders") or in connection with remittances or payments received by the Bank in favour of the Client or paid by the Bank to the Client, will not make any conversion according to its exchange rate list in accordance with GTC (conversion for received remittances or payments cannot be made if the trade is concluded via Electronic trading platform), or

7.1.6 that the Client will ensure, by a receivable from the concluded currency trade, performance of his obligation or any part thereof from another currency trade payable in the same currency and at the same time as his receivable from the concluded currency trade, or

7.1.7 that the Client will have an obligation from the concluded currency trade that will be settled as described in paragraph 7.1.6 above, or

7.1.8 that the Client will have an obligation from the concluded currency trade that will be equal to the part of his receivable from another currency trade concluded for the purpose under paragraph 7.1.5 above, in respect of which the Client has not furnished, in a due and timely manner, payment orders to the Bank, or

7.1.9 to settle the executed FX-order of the Client.

7.2 The currency trade, including the currency trade as an option contract, means a purchase agreement the subject of which is purchase of an agreed amount of the primary currency by the purchaser from the seller for the purchase price in an agreed amount in the secondary currency, provided that the

agreed purchase price for one unit of the primary currency means the agreed exchange rate (hereinafter also as "currency trade" or "conversion").

7.3 In the currency trade, the Client is a purchaser if he states in the Trade request his interest to buy or is a seller in the currency trade if he states in the Trade request his interest to sell.

7.4 In the currency trade, the Bank is a seller if the Client is a purchaser in the currency trade, or the Bank is a purchaser in the currency trade if the Client is a seller in the currency trade.

7.5 By concluding the currency trade, the seller undertakes to deliver to the purchaser the agreed amount of the primary currency on the agreed day or within the agreed period.

7.6 By concluding the currency trade, the purchaser undertakes to pay, on the agreed day or within the agreed period, for the agreed amount of the primary currency, the purchase price in the amount according to the agreed exchange rate or in the agreed amount.

7.7 In the event that the Bank and the Client agree on performance of the obligations not on the agreed day, but within the agreed period of performance of the obligations from the currency trade, and such currency trade has been concluded to ensure that the Bank, in connection with a Client's payment order (or payment orders) or in connection with remittance(s) or payment(s) received by the Bank in favour of the Client, does not make conversion in accordance with GTC by the exchange rate according to its exchange rate list, but in the currency trade by the agreed exchange rate within the agreed period, then the Client is obliged:

a) to ensure that the Bank is able to receive payment (s) for the Client so that the aggregate amount of such payments is equal to the Client's obligation from the currency trade no later than within the "cut off time" (according to GTC) on the date of processing, corresponding to the last day of the agreed period of performance from the currency trade, or

b) to furnish a payment order for payment (payment orders) so that the aggregate amount of such Client's payment orders is equal to the Bank's obligation from the currency trade, no later than within the "cut off time" (according to GTC) on the date of processing, corresponding to the

- last day of the agreed period of performance from the currency trade.
- 7.8 If, in the currency trade, the date of performance of the obligation to deliver the primary currency is agreed, then on this date also the obligation from that trade to pay the purchase price in the secondary currency and vice versa becomes due. In the event of an agreed period for performance of the obligations, the Bank will fulfil the obligation to deliver the primary currency on the day when the Client fulfils his obligation to pay the purchase price in the secondary currency. In the event of an agreed period for performance of the obligations the Bank will fulfil the obligation to pay the purchase price in the secondary currency on the day when the Client fulfils his obligation to deliver the primary currency.
- 7.9 If different dates are determined for the future obligations from the currency trade to deliver the primary currency and to pay the purchase price in the secondary currency, then for both these obligations, the later agreed date will apply, and the earlier one will not be taken into consideration.
- 7.10 If different dates of processing are determined for the obligations from the currency trade to deliver the primary currency or to pay the purchase price in the secondary currency, then for both these obligations from such currency trade, the earlier date of processing will apply, and the later one will not be taken into consideration.
- 8. Trade with securities**
- 8.1 The trade with securities means sale of securities (transfer of securities for a remuneration, i.e. change of the person entitled from the securities for a remuneration) by the seller to the purchaser for a purchase price, provided that the seller as a person entitled from the securities is a holder and transferor thereof as of the date of transfer thereof, and the purchaser is a transferee of those securities (hereinafter also as "trade with securities").
- 8.2 In the trade with securities, the Client is a purchaser if he states in the Trade request his interest to purchase the securities or is a seller in the trade with securities if he states in the Trade request his interest to sell the securities.
- 8.3 In the trade with securities, the Bank is a seller if the Client is a purchaser in the trade with securities or is a purchaser in the trade with securities if the Client is a seller in the trade with securities.
- 8.4 By concluding the trade with securities, the seller undertakes to take all steps, with assumed assistance of the purchaser, aimed at passing of the ownership title to the securities from the seller to the purchaser, in the volume agreed at conclusion of that trade.
- 8.5 By concluding the purchase agreement, the purchaser undertakes to pay to the seller for the securities in the volume agreed at conclusion of that trade the purchase price in the amount agreed at conclusion of that trade.
- 8.6 If, in the trade with securities, the date of performance of the obligation to transfer to the purchaser the securities in the volume agreed at conclusion of the trade is agreed, then on this date the obligation from that trade to pay their purchase price to the seller and vice versa becomes due.
- 8.7 In the trade with securities, the Bank and the Client cannot agree, for the obligation to transfer to the purchaser the securities, on any date of performance which would be different from the day agreed for the obligation to pay to the purchase price for the securities to the seller. In the trade with securities with different dates of performance of the obligation to transfer securities and the obligation to pay the purchase price for the securities, the earlier of that dates will be null and void, and the later date will apply to both obligations
- 8.8 Unless the Client and the Bank agree on the date of performance of the obligation to transfer the securities to the purchaser in the volume agreed at conclusion of the trade and the obligation to pay the purchase price for the securities to the seller, then they will be due and payable on the second Business day following conclusion of the trade with securities, provided that the following days do not include Saturdays, Sundays, holidays in the Slovak Republic, and any days during which transfer of the securities cannot be effected at the place of transfer thereof.
- 8.9 The date of processing the obligation to transfer the securities to the purchaser on the second or earlier Business day following occurrence of that obligation is identical with the day of occurrence of that obligation, provided that the following days do not include Saturdays, Sundays, holidays in the Slovak Republic, and any days during which

transfer of the securities cannot be effected at the place of transfer thereof.

- 8.10 The date of processing the obligation to transfer the securities to the purchaser after the second Business day following occurrence of that obligation is the second Business day preceding the date of performance of that obligation, provided that the preceding and following days do not include Saturdays, Sundays, holidays in the Slovak Republic, and any days during which transfer of the securities cannot be effected at the place of transfer thereof.
- 8.11 The date of processing the obligation to pay the purchase price for the securities to the seller is identical with the date of processing the obligation to transfer the securities to the purchaser.
- 8.12 In the event the currency of the trade with securities is different from the currency of the current account specified by the Client for clearing that transaction, then the Bank will apply to the currency conversion of the amount of transaction the Bank's exchange rate list, and if in such case the currency of transaction is not published in the Bank's exchange rate list, then the Bank will apply to the currency conversion of the amount of transaction the same exchange rate as applied by the entity where the Bank keeps the relevant securities (hereinafter also as "Bank's Depository").

## 9. Option Trade

- 9.1 The option trade means a contract on granting an option for remuneration by the seller to the purchaser as transferee of that option to an agreed option contract for an agreed premium, i.e. the price for that option (hereinafter also as "option trade").
- 9.2 In the option trade, the Client is a purchaser if the Client states in the Trade request that he wishes to buy an option or in the option trade the Client is a seller if the Client states in the Trade request that he wishes to sell the option.
- 9.3 The Bank is a seller in the option trade if the Client is a purchaser in the option trade, and the Bank is a purchaser in the option trade if the Client is a seller in the option trade.
- 9.4 By concluding the option trade, the seller grants an option to the purchaser.
- 9.5 By concluding the option trade, the purchaser undertakes to pay a purchase price for the option in an agreed amount, i.e. the option premium, and such purchaser's

obligation from the option trade will be paid by the spot value according to Article 3, determined as of the date of conclusion of the option trade, unless the Bank and the Client agree otherwise.

- 9.6 The option trade will cease upon expiry of the agreed date of exercise of the option from the given trade. In the event of exercising the option on the date of exercise, the option contract will continue to be valid.
- 9.7 In the event the Client, on the agreed date of exercise or within the agreed period for exercising of an option granted in his favour, fails to express his will to exercise the option, the Bank will be entitled, but not obliged, to exercise the option on behalf of the Client, provided that the exercise of that option is reviewed by the Bank, upon assessment of the then prevailing market conditions, as beneficial for the Client. In the event that on the agreed day of exercising of the option issued in favour of the Bank such exercise of the respective option under the then prevailing market conditions is beneficial for the Bank, the respective option will be deemed automatically exercised by the Bank even without separately contacting the Client by the Bank for the purpose of exercising of the option. However, the Bank will make best efforts to notify the Client of the respective exercise of the option by the Bank

## 10. Commission Agreement

- 10.1 In the commission agreement, the Client is a principal and the Bank is an agent.
- 10.2 The subject of the commission agreement according to these CMCC is procurement of purchase or sale of securities by the Bank for the Client in the name of the Bank and on the Client's account or performance of an activity for achieving this outcome by the Bank for the Client for a remuneration pursuant to the provisions of Section 31 et seq. of the Securities Act, upon the Client's order furnished to the Bank in accordance with these CMCC.
- 10.3 If the Client states in his order that he wishes to buy securities which are to be only issued, then the subject of the commission agreement according to these CMCC is procurement of acquisition, for a remuneration, of securities in the primary market by the Bank for the Client in the name of the Bank and on the Client's account or

performance of an activity for achieving this outcome by the Bank for the Client for a remuneration upon a Client's order furnished to the Bank in accordance with these CMCC and the Strategies, provided that the same conditions apply as to procurement of purchase of securities by the Bank for the Client in the name of the Bank and on the Client's account or performance of an activity for achieving this outcome by the Bank for the Client for a remuneration, unless stipulated expressly otherwise in these CMCC. If the Client gives to the Bank an order to procure acquisition of securities on a primary market for a remuneration and the Bank fails to procure the securities on the primary market in full required number or volume, such order is cancelled upon commencement of trading with the respective security on the secondary market.

- 10.4 The Bank is authorised not to accept or not to execute any Client's order to procure purchase or sale of securities delivered to the Bank, in particular if such order is illegal or incomplete or if it does not contain the information required under Article 5, Clause 5.5 of these CMCC.
- 10.5 The Bank may execute the Client's order to procure purchase or sale of securities also by selling to the Client any securities from its assets or buying any securities from the Client into its assets.
- 10.6 In execution of the Client's orders to procure purchase or sale of securities, the Bank is entitled, in its own discretion, to accumulate those Client's orders with all its own orders and orders received from other Bank's Clients.
- 10.7 The Bank is authorised to procure purchase or sale of securities for the Client in an amount smaller than that given by the Client in the order to procure purchase or sale of securities, or in portions.
- 10.8 In the event of the type of operation of procurement of purchase of mutual fund shares or similar securities issued by Raiffeisen Kapitalanlage-Gesellschaft m.b.H. with its registered office at Schwarzenbergplatz 3, A - 1010 Wien, the Client agrees that the final price for all securities without any fees may deviate from the limit price given by the Client for all securities by an amount maximum  $\pm$  EUR 1 or its equivalent in the relevant currency of the trade.
- 10.9 A Client's order with the specified limit price for the securities per one security as the market price with specification of the Stop loss price becomes an order with the specified limit price for the securities per one security as an exclusive market price automatically at the moment when at least one trade with the relevant security according to that Client's order is or may be executed (depending on the practices at the relevant place of performance) after the date and time of placing that order by the Bank at the relevant place of performance in accordance with the currently applicable and effective Strategies with the same or lower market price for the relevant security than the Stop loss price specified in the Client's order, and the Bank will not be responsible for any difference between such realised market price for the relevant security and the Stop loss price specified in that Client's order.
- 10.10 In the event an order is placed by the Client with the Bank with the specified limit price for the securities per one security as the market price with specification of the Stop loss price, and on the date and time of placing that order by the Bank at the relevant place of performance in accordance with the currently applicable and effective Strategies the market price for the relevant security is lower than the Stop loss price specified in the Client's order, then in compliance with the rules applicable at the respective place of performance this order will be null and void or immediately traded under the then prevailing market conditions.
- 10.11 In the commission agreement, the Client and the Bank agree that the orders according to which the Bank will procure for the Client the sale, purchase or acquisition of securities for a remuneration, will not be made in a written form and that the Client will give such orders verbally, except for the case described in the next sentence. The Bank hereby reserves the right to make acceptance of any Client's order subject to a condition that the given Client's order to procure purchase or sale of securities will be furnished in a written form.
- 10.12 The Client is aware and agrees that the Bank is not obliged to fulfil its obligations under the commission agreement if the Client fails to pledge the funds or the securities which must be pledged in favour of the Bank according to these CMCC in the required amount or in the required volume, in the

manner described in Article 17, Clauses 17.6 and 17.7 hereof, and free of any third person rights (hereinafter also as “available”), on his account in the Bank, on the Investment account established and maintained by the Bank for the Client, on the securities holder’s account established and maintained for the Client under Section 105(3) of the Securities Act with the Bank (hereinafter also as “Slovak Securities Account”), on the securities holder’s account established and maintained for the Client according to Section 173v in conjunction with Section 105 of the Act at CDCP (hereinafter also as “SCP Account”), on the securities holder’s account established and maintained for the Client at CDCP, on the securities holder’s account established and maintained for the Client in a CDCP’s member.

- 10.13 The Client undertakes to pay, in the manner described in the conditions set forth in these CMCC, for the Bank’s activities performed during fulfilment of its obligations under the commission agreement, a remuneration(s) in an amount agreed between the Bank and the Client at the time of giving the Client’s order to procure purchase or sale of securities, for each trade concluded under the commission agreement on individual basis, and such remuneration is due and payable as of the date of performance of the Bank’s obligation from the trade concluded by the Bank on the Client’s account based on his order to procure purchase or sale of securities.
- 10.14 The Client undertakes, in respect of each his order to procure purchase of securities, to pay to the Bank for the securities the purchase or acquisition of which will be procured by the Bank for a remuneration by concluding the trade on his account, the funds in the same amount as will be the purchase price for them, to be paid by the Bank to the seller or issuer under that trade, as of the date of performance of the Bank’s obligation from the trade concluded by the Bank on the Client’s account based on his order.
- 10.15 In the event that the currency of the transaction executed upon the Client’s order to procure purchase or sale of securities is different from the currency of the current account specified by the Client for clearing that transaction, then the Bank will use for the currency conversion of the amount of this transaction the Bank’s exchange rate

list, and if in such case the currency of this transaction is not published in the Bank’s exchange rate list, then the Bank will use for the currency conversion of the amount of this transaction the same exchange rate as applied by the Bank’s Depository.

- 10.16 The Client undertakes, in respect of each of his orders to procure sale of securities, to transfer the securities the sale of which will be procured by the Bank by concluding a trade on his account with the purchaser, to the Bank or directly to that purchaser, as of the date of performance of the Bank’s obligation from the trade concluded by the Bank on the Client’s account based on his order and in the volume in which the Client’s order is executed.

## 11. FX-Order Agreement

- 11.1 The Client and the Bank conclude an FX-order agreement if the Bank has received an FX-order from the Client. Under the FX-order agreement, the Bank undertakes to immediately perform activities aimed at execution of the Client’s FX-order, i.e. conclusion of a trade in the interbank market based on that FX-order.
- 11.2 The Client is aware and agrees that in execution of such FX-order the Bank does not guarantee the price specified in the FX-order, however, the Bank agrees to execute the order for a price closest to the price specified in the FX-order, upon reaching the determined maximum or minimum within possible execution in the interbank market (hereinafter also as “exercise price for FX-order”).
- 11.3 The Client may file a request for revoking an FX-order with the Dealer only at the time specified in Article 2, Clauses 2.3 and 2.4, and only if it has not been executed yet. An FX-order is considered as cancelled at the moment of acceptance by the Bank of the Client’s request for revoking the FX-order.
- 11.4 When the Bank notifies the Client that the Client’s FX-order has been executed, the Client will immediately, but no later than by the end of the date of giving the notice, conclude a currency trade with the Bank, and the requirements of that currency trade according to Article 5, Clauses 5.2.1 and 5.2.3 will be identical with the requirements of an FX-order. The basis for determination of the price for this currency trade by the Dealer will be:



- a) the exercise price for the FX-order according to Clause 11.2 above;
- b) the period for performance of the obligations from this currency trade, as agreed with the Client.

## 12. Special Trade

- 12.1 The special trade means an individual trade (e.g. a structured trade, barrier option, digital option, etc.) concluded between the Bank and the Client on the basis of CMCC whose requirements and individual conditions may be agreed between the Bank and the Client in addition to, or differently from, the provisions of CMCC. The special trade may be agreed between the Bank and the Client and may arise also from various combinations of trades, agreements or orders according to CMCC.
- 12.2 The Bank and the Client have validly concluded a special trade if they both have mutually agreed on all material requirements of that special trade, such as on the conditions of interests accruing on the funds, exercise of options, the amount and method of financial performance of the special trade, the method of settlement of the special trade, the conditions of security of fulfilment of the obligation from the special trade, and any other material requirements of the given special trade. Any other requirements and conditions of special trades not specifically agreed between the Bank and the Client under this Article will be governed by CMCC.
- 12.3 For a special trade which has arisen by combination of trades, agreements or orders according to CMCC, the requirements and conditions of the special trade expressly agreed in this Article will prevail in the event they differ from the regulation of the requirements and conditions of the individual combined trades, agreements or orders under CMCC.
- 12.4 The Bank will confirm conclusion of a special trade, stating its material requirements, by a written confirmation. Subsequently, the Bank will also inform the Client about other relevant facts relating to the status, requirements, and conditions of the special trade during the validity or execution thereof.
- 12.5 Immediately after sending the Bank's written confirmation under the preceding Clause of this Article and prior to implementation of such agreements, the Client will, upon the Bank's request, confirm to the Bank by a

written reconfirmation the conclusion of the agreements which form an integral part of the special trade and which are valid according to the law only if made in writing.

- 12.6 If the Client fails to fulfil his obligation according to the preceding Clause, the Bank will not be obliged, to the reasonable extent, to fulfil its obligations from the special trade.
- 12.7 The Bank and the Client are obliged to fulfil their mutual obligations arising from the concluded special trade within the agreed periods and, if needed, to provide each other required assistance.
- 12.8 The Client hereby gives an order to the Bank to debit the funds from his account(s) maintained by the Bank and to dispose of the Client's securities in order to secure the performance and settlement of the Client's obligations from the concluded special trade or related to conclusion of the special trade.
- 12.9 Unless the Bank and the Client agree otherwise at conclusion of the special trade, in execution of the special trade the Bank acts in the position of a calculation agent who for example determines the relevant reference prices, reference interests, reference option premiums, the conditions of security for performance of the obligations from a special trade, under the then prevailing market conditions, and the provisions of CMCC will apply accordingly.

## 13. FRA Trade

- 13.1 The object of an FRA trade is either the purchaser's obligation to make a settlement payment to the seller at the beginning of the interest period, if the agreed contract interest rate is higher than the future normal (spot) interest rate, or the seller's obligation to make a settlement payment to the purchaser at the beginning of the interest period, if the agreed contract interest rate is lower than the future normal (spot) interest rate.
- 13.2 In the FRA trade, the Bank may act in the position of a purchaser of the FRA trade, and then the Client is in the position of a seller of the FRA trade, or the Bank may act in the position of a seller of the FRA trade, and then the Client is in the position of a purchaser of the FRA trade. The liabilities of the purchaser and the seller in the FRA trade, defined in the below provisions of these CMCC, represent the relevant liabilities of the Bank or the Client from the FRA trade, subject to the position of either of them in the FRA trade.

13.3 On the date of fixing the FRA trade, the Bank determines the future normal (spot) interest rate agreed in the concluded FRA trade and by discounting the balance between the future normal (spot) interest rate and the agreed contract interest rate by the interest period, it will calculate the settlement payment from the FRA trade according to the following formula:

$$AD_{FRA} = \frac{|(r_{T,FRA} - ks_{FRA})| \times N_{FRA} \times \frac{T_{FRA}}{B}}{\left(1 + r_{T,FRA} \times \frac{T_{FRA}}{B}\right)}$$

where

**AD<sub>FRA</sub>** settlement payment in the respective currency;

**N<sub>FRA</sub>** the principal of the underlying assets of the FRA trade;

**ks<sub>FRA</sub>** the contract interest rate of the FRA trade;

**r<sub>T,FRA</sub>** the future normal (spot) interest rate for the period T<sub>FRA</sub> of FRA trade [i.e. EURIBOR for euro, etc.];

**T<sub>FRA</sub>** number of days between the beginning and end of the interest period of FRA trade;

**B** interest basis for calculation of interest gains.

13.4 The Bank will execute a written confirmation on calculation of the settlement payment of each FRA trade (hereinafter also as "confirmation on settlement of FRA trade"). The confirmation on settlement of FRA trade will be executed by the Bank on the date of fixing the FRA trade and the Bank will send it immediately to the Client. The Client undertakes, without undue delay after receiving the confirmation on settlement of FRA trade, to compare the information contained therein with the actual information and in the event of any discrepancy, to notify it immediately to the Bank.

13.5 The obligation of the Bank as a purchaser in the FRA trade to make the settlement payment to the Client as a seller in the FRA trade at the beginning of the interest period, if the agreed contract interest rate is higher than the future normal (spot) interest rate, will be fulfilled by crediting the settlement payment to the Client's current account with the Bank in the given currency.

13.6 The obligation of the Client as a purchaser in the FRA trade to make the settlement payment to the Bank as a seller in the FRA trade at the beginning of the interest period, if the agreed contract interest rate is higher than the future normal (spot) interest rate, will be fulfilled by debiting the settlement payment from the Client's current account with the Bank in the given currency.

13.7 The obligation of the Bank as seller in the FRA trade to make the settlement payment to the Client as a purchaser in the FRA trade at the beginning of the interest period, if the agreed contract interest rate is lower than the future normal (spot) interest rate, will be fulfilled by crediting the settlement payment to the Client's current account with the Bank in the given currency.

13.8 The obligation of the Client as a seller in the FRA trade to make the settlement payment to the Bank as a purchaser in the FRA trade at the beginning of the interest period, if the agreed contract interest rate is lower than the future normal (spot) interest rate, will be fulfilled by debiting the settlement payment from the Client's current account with the Bank in the given currency.

13.9 In order to fulfil the Client's obligations under Clauses 13.6 and 13.8 above, the Client gives a consent to the Bank, by concluding the relevant FRA trade, to debit the funds equal to the given obligations from the Client's current account with the Bank, which was identified at conclusion of the FRA trade for the purposes of fulfilment of the Client's obligations from the FRA trade to the Bank.

13.10 The Contractual parties are obliged to fulfil their obligations from the FRA trades under this Article on the date of beginning of the interest period.

#### 14. IRS Trade

14.1 The object of the IRS trade is the purchaser's obligation to pay to the seller the interest gains based on the first interest rate agreed in advance, from the principal agreed in advance, in the agreed currency and in the frequency of instalments agreed in advance, during the term of the IRS trade, and simultaneously the seller's obligation to pay to the purchaser the interest gains based on the second interest rate agreed in advance on the principal agreed in advance, in the agreed currency and in the frequency of instalments agreed in advance, during the term of the IRS trade.

- 14.2 In the IRS trade, the Bank may act in the position of a purchaser in the IRS trade, and then the Client acts in the position of a seller in the IRS trade, or the Bank may act in the position of a seller in the IRS trade, and then the Client acts in the position of a purchaser in the IRS trade. The obligations of the purchaser and the seller set forth in the below provisions of these CMCC represent the respective obligations of the Bank or the Client from the IRS trade, subject to its/his position in the IRS trade and other agreed requirements of the IRS trade.
- 14.3 For the purposes of calculation of an individual interest gains in the IRS trade, the interest period for the individual interest rate will commence on the due date of the interest gains for the preceding interest period for this individual interest rate (including that date) until the due date of the interest gains for the relevant interest period for that individual interest rate (but excluding that date). The first interest periods for individual interest rates commence on the date of beginning of the term of IRS trade (including that date).
- 14.4 The interest gains in the IRS trade for the relevant interest period for the individual interest rate will be calculated according to the following formula:  

$$IG = P * IR * D / B$$
 where:  
**P** means the amount of principal,  
**IR** means the individual interest rate expressed as a decimal number,  
**D** means the number of days of the individual interest period determined according to the relevant calculation basis, and  
**B** means the number of days in a year determined according to the relevant calculation basis agreed in the IRS trade.  
 The eventual negative expression of such determined amount of the interest yield in an IRS trade under a negative interest rate means a change in the position of the payer thereof to a receiver between the purchaser and the seller in the IRS trade.
- 14.5 If the individual interest rate at conclusion of the IRS trade was determined also on the basis of the reference interest rate, the current relevant interest rate essential for the relevant interest period will be determined by the Bank two Business days prior to the date of beginning of that relevant interest period. The business days do not include any days which are the Business days neither in the Slovak Republic nor in the country where the relevant reference interest rate is determined.
- 14.6 The Bank informs the Client in writing about the amount of the payment of the interest gains for each preceding interest period for the individual interest rate which was determined at conclusion of the IRS trade also via a reference interest rate, or about the amount of the settlement payment according to Clause 14.10 below, prior to the due date of the relevant interest gains or the relevant settlement payment. The written notice will contain also the information on the amount of the relevant payment for the next interest period.
- 14.7 The Client undertakes, immediately upon receipt of the Bank's written notice under the preceding Clause, to compare the information contained therein with the actual information, and in the event of any discrepancy, to notify it immediately to the Bank.
- 14.8 The purchaser in the IRS trade is liable to pay to the seller in the IRS trade the relevant interest gains as of the last day of each interest period for the first interest rate in accordance with the agreed requirements of the IRS trade.
- 14.9 The seller in the IRS trade is liable to pay to the purchaser in the IRS trade the relevant interest gains as of the last day of each interest period for the second interest rate in accordance with the agreed requirements of the IRS trade.
- 14.10 If the due dates of interest gains for the interest period for the first interest rate and for the interest period for the second interest rate within the same IRS trade are identical (hereinafter also as "identical day"), the obligations of the Contractual parties arising from that IRS trade as of the identical day will be settled by a settlement payment. The settlement payment will be paid by that Contractual party whose obligation to make payment of the relevant interest gains as of the identical day is higher than the other Contractual party's obligation to make payment of the relevant interest gains as of the identical day. The amount of the settlement payment is determined as a difference between the payments of the relevant interest gains according to the preceding sentence.

- 14.11 If the Contractual parties agree at the conclusion of the IRS trade on any other obligations, they are obliged to fulfil such obligations as and when agreed in the IRS trade.
- 14.12 The Client's obligations from the IRS trade will be fulfilled by debiting the funds equal to the given obligations from the Client's current account. In order to fulfil the Client's obligations from the IRS trade, by concluding the relevant IRS trade the Client gives a consent to the Bank to debit the funds equal to the given obligations from the Client's current account maintained by the Bank which was identified at concluding the IRS trade for the purpose of fulfilment of the Client's obligations from the IRS trade to the Bank.
- 14.13 The Bank's obligations from the IRS trade will be fulfilled by the Bank upon crediting the relevant funds equal to these obligations to the Client's current account maintained by the Bank.

## C

### PERFORMANCE OF OBLIGATIONS FROM TRADES AND ORDERS

#### 15. Performance of the Client's Obligations

- 15.1 The purpose of the provisions of this Article is to ensure performance of the Client's obligations from the date of processing thereof.
- 15.2 In order to secure performance of the Client's obligations from the deposit agreement, the Client hereby gives an order to the Bank to debit the funds equal to the agreed deposit from his current account maintained with the Bank under the deposit agreement and to debit the payable interest paid out by the Client to the Bank (in absolute value if the interest rate is arranged as a negative number) on the deposit paid out by the Bank to the Client or from any current account of the Client maintained with the Bank.
- 15.3 In order to secure performance of each of the following Client's obligations:
- a) from the currency trade,
  - b) from the trade with securities, to pay the purchase price,
  - c) from the option trade, to pay the option premium to the Bank,
  - d) from the commission agreement, to pay
- to the Bank the funds equal to the purchase price to be paid by the Bank to the seller or issuer for securities the purchase or acquisition of which will be procured by the Bank for the Client on his account,
- e) from the commission agreement, to pay remuneration for each purchase or sale of securities procured by the Bank,
- the Client hereby gives to the Bank, as of the date of processing thereof, an order for payment thereof from his current account maintained by the Bank in the relevant currency or any other currency. The Client hereby pledges the funds in favour of the Bank, equal to his obligation on his current account maintained by the Bank, from the date of processing the order mentioned in this Clause, for payment of such obligation until the due date thereof in such a manner that without the Bank's consent the Client will not be authorised to dispose of the funds or to encumber these funds with any third persons' rights, and during existence of this pledge the Client is not authorised to cancel the pledge or the current account where the pledged funds are deposited without the Bank's consent. If the obligations set forth in paragraphs (a) to (e) of this Clause satisfy the conditions set forth in Article 3, Clause 3.4, paragraph 3.4.2 of these CMCC, the Client will pledge the funds according to the preceding sentence from the moment of concluding the trade.
- 15.4 In the event the currency trade has been concluded for the purpose set forth in Article 7, Clause 7.1, paragraph 7.1.5 of these CMCC, the Client is obliged:
- a) to give, based on the concluded currency trade, a payment order (orders) so that the aggregate amount from those Client's orders for payment is identical with the Bank's obligation from the currency trade) for payment no later than within the "cut off time" until the date of processing, corresponding to the date of performance or the last day of the agreed period of performance of the currency trade, according to GTC, and/or
  - b) to ensure an option for the Bank to receive a payment remitted for the Client no later than within the "cut off time" until the date of processing, corresponding to the last day of the agreed period of performance of the currency trade, according to GTC.

- 15.5 If the Bank maintains for the Client several current accounts in the same currency in which the Bank is to execute any Client's order set forth in this Article, the Bank may execute the order on any of them, unless the Client and the Bank agree on one of them in the trade.
- 15.6 The provisions of GTC will apply accordingly also to execution of payment orders under these CMCC.
- 15.7 The provisions of this Article on Client's orders for payment of obligation will not apply if the Bank sets off that Client's obligation against its obligation in full.
- 15.8 If the Client has opened in the Bank and the Bank maintains the Investment account or if the Client has opened in the Bank and the Bank maintains the Slovak Securities Account, or if the Client has opened the SCP Account on which the respective securities are registered, in order to fulfil each of the following obligations of the Client to the Bank:
- a) from the trade with securities, to transfer the securities,
  - b) from the commission agreement, to transfer the securities,
  - c) the Client will request the Bank to deliver the securities from the respective Client's Investment account in the Bank or from the relevant Client's Slovak Securities Account in the Bank or from the relevant Client's SCP Account on which the respective securities are registered, to the purchaser, as of the date of performance of that Client's obligation, unless the Bank and the Client agree otherwise.
- 15.9 The Client requests the Bank to preferentially accept the securities to be purchased by the Client from the Bank or the securities the purchase of which will be procured by the Bank for the Client, to the Client's Investment account in the Bank if it is opened in the Bank and maintained by the Bank, or to the Client's Slovak Securities Account in the Bank if it is opened in the Bank and maintained by the Bank, unless the Bank and the Client agree otherwise.
- 15.10 Unless the Client and the Bank agree otherwise in the trade concluded under these CMCC, the date of performance of the obligations to be fulfilled in the form of funds, then such obligations will be due and payable by the spot value under Article 3,

determined as of the date of occurrence thereof.

## **16. Performance of the Bank's Obligations and Mutual Set-off of Obligations**

- 16.1 The Bank will fulfil its obligation from the currency trade, the obligation from the trade with securities to pay the purchase price, the obligation from the commission agreement to pay the funds raised from the sale of the Client's securities, the obligation from the option trade to pay the option premium, and the obligation from the special trade in either of the following ways:
- a) by bank transfer (remittance) to the Client's account maintained by the Bank in the relevant currency or any other currency. In case of the bank transfer (remittance) to the Client's account maintained by the Bank in other currency the Bank will proceed accordingly as in case of payments received by the Bank for the Client under GTC, using an exchange rate applicable in the Bank on the due date of the given obligation, unless the Client concludes a currency trade in order to agree on a different exchange rate, or
  - b) in case of currency trades, by making the payment or remittance by the Bank on behalf of the Client based on his payment order to a foreign country (orders in foreign currencies where the recipient is a resident are regarded as orders to a foreign country) equal to the amount of the Bank's obligation from the currency trade, delivered to the Bank no later than before the "cut off time" on the date of processing, corresponding to the date of performance of that Bank's obligation from the currency trade, according to GTC and in the event that the Client has concluded this currency trade in order to prevent the Bank to make conversion in connection with that payment, according to its exchange rate list, or
  - c) by set-off against any Client's obligation to the Bank from the currency or any other trade in the same currency and with the same due date (if it is not excluded by the generally binding legal regulations), or
  - d) any combination of the above ways.
- 16.2 The Bank may fulfil its obligation under paragraph (b) of the preceding Clause also by making more than one payment, however,

only provided the orders for payment are furnished to the Client under the conditions set forth in paragraph (b) of the preceding Clause and the aggregate amount from these Client's orders for payment is equal to the Bank's obligation from the currency trade.

16.3 The Bank will set-off the Client's obligation from the currency trade against its obligation:

- a) for payment of an amount equal to the payment(s) received by the Bank in favour of the Client, or
- b) for crediting an amount equal to the payment(s) received by the Bank in favour of the Client, in the amount in which they correspond only if:
  - i. the currency of the obligations is identical,
  - ii. the payment(s) were received by the Bank before the "cut off time" of the date of processing, corresponding to that Bank's obligation from the currency trade,
  - iii. the Client has concluded this currency trade in order to prevent the Bank to make any conversion in connection with that payment(s), according to its exchange rate list,
  - iv. the trade has not been concluded via Electronic trading platform,
  - v. it is not excluded by generally binding legal regulations.

16.4 If the Client fails to fulfil his obligation set forth in Article 15, Clause 15.4, the Client agrees that the Bank is authorised, in its own discretion, to settle the currency trade concluded for the purpose given in Article 7, Clause 7.1, paragraph 7.1.5 of CMCC, in the manner described in Clause 16.1 (a) above, or to prolong the maturity of that trade and to settle the trade on the last day of that period in the manner described in Clause 16.1(a) above.

16.5 If the Bank has set off its receivable to the Client from the currency trade against the Client's receivable to the Bank in the same currencies and with the same maturity, the Bank will clear the remaining part of its receivable upon set-off by credit to the Client's account or a part of the Client's obligation upon set-off by debit from the Client's account according to the following order. The Client hereby gives to the Bank, as of the date of processing a part of his

obligation upon set-off according to this Clause, an order for payment thereof from his current account maintained by the Bank in the relevant currency. The date of processing of a part of the obligation from the currency trade is identical with the date of processing of that obligation. The Client hereby pledges the funds in favour of the Bank in the amount equal to the part of the Client's obligation upon set-off according to this Clause on his current account maintained by the Bank from the date of processing until the due date thereof in such manner that without the Bank's consent the Client will not be authorised to dispose of the funds or to encumber them with any third persons' rights, and during existence of this pledge the Client is not authorised to cancel the pledge or the current account where the pledged funds are deposited without the Bank's consent. The Bank will clear the remaining part of its obligation upon set-off by credit to the Client's account by bank transfer (remittance) to the Client's account maintained by the Bank in the respective currency or in other currency. In respect of bank transfer (remittance) to the Client's account maintained by the Bank in other currency, the Bank will proceed accordingly as in payments received by the Bank for the Client according to GTC, using the exchange rate applicable in the Bank on the due date of that obligation, unless the Client concludes another currency trade in order to agree on a different exchange rate. The record on payment credited to or debited from the Client's account in the statement of that account under the provisions of this Clause is considered as the Bank's notice to the Client on setting-off the mutual obligations by the Bank according to this Clause. The record of payment credited to and debited from the Client's account will not be made if the mutual receivables are totally identical.

16.6 The Bank's obligation to make transfer of securities, arising from the trade with securities, is fulfilled:

- a) in the event the Client purchases securities from the Bank, by giving the Bank's instruction to the Bank's Depository for delivery of the securities to the Client, or
- b) in the event the Client sells securities to the Bank, by giving the Bank's instruction

to the Bank's Depository for receipt of the securities from the Client.

16.7 The Bank's obligation to make equity settlement of the trade with securities, arising from the Client's order within the commission agreement, is fulfilled:

- a) in the event of procurement of purchase or sale of the Slovak securities to/from the Slovak Securities Account or from the SCP Account, at the moment when CDCP records for the trade concluded in accordance with the Client's order the Client's identification supplemented by the Bank, required for registration of transfer of the given Slovak securities to be credited to, or debited from, the Slovak Securities Account or debited from the SCP Account.
- b) in the event of procurement of acquisition of Slovak securities for a remuneration in the primary market from the issuer of the respective Slovak securities to the Slovak Securities Account, at the moment of delivery of the relevant Client's information by the Bank to the issuer of the respective Slovak securities, which is required for crediting the respective Slovak securities to the Slovak Securities Account.
- c) in the event of procurement of purchase or sale of securities to/from the Investment account, at the moment of making the record on crediting or debiting thereof in the Investment account.
- d) in the event of procurement of purchase or sale of securities not to/from the Investment account or not to/from the Slovak Securities Account or not from the SCP Account, at the moment of sending to the Client a confirmation on execution of the order and the information required for settlement of the transaction.

## D

### SECURING THE OBLIGATIONS FROM TRADES AND ORDERS

#### 17. Collateral

17.1 The purpose of the provisions of this Article is to regulate security for performance of the Client's obligations from all trades concluded between the Bank and the Client under these CMCC prior to the date of processing of these obligations which has not occurred

yet; the security for performance of the Client's obligations will be provided in either of the following ways or by combination thereof:

- a) pledge of the funds on the Client's current account maintained by the Bank, and/or
- b) conclusion of an overdraft facility agreement between the Client and the Bank, and/or,
- c) assignment of the Client's receivable under the agreement on term deposit account concluded between the Bank and the Client, together with conclusion of a relevant addendum to that agreement on term deposit account, and/or,
- d) establishment and existence of the Bank's lien over the Client's special current account opened and maintained with the Bank where the funds will be pledged according to paragraph (a) above (hereinafter also as "collateral current account"), and/or
- e) in any other way agreed between the Bank and the Client.

17.2 The Bank has the right to request the Client to provide the security for performance of the Client's obligations from all trades concluded between the Bank and the Client according to these CMCC in either of the methods listed in Clause 17.1 above or in combination thereof, up to an amount continuously calculated by the Bank according to Clause 17.3 of this Article. The Client is obliged to provide the Bank with the security required by the Bank according to the preceding sentence. The actual amount of the funds securing the Client's trade(s) is called the collateral. In order to secure performance of the Client's obligations from the trades concluded between the Bank and the Client under the commission agreement under these CMCC, the provisions of Clauses 17.6 and 17.7 of this Article will preferentially apply. In order to secure performance of the Client's obligation to the Bank from the trade with securities under these CMCC to transfer the securities, the provision of Clause 17.8 of this Article will preferentially apply.

17.3 The highest amount of the obligatory security is continuously calculated by the Bank as sum of crisis values of individual trades of the Client with the Bank. In case the sum of crisis values is greater than or equal to zero, the amount of the obligatory security is equal to zero. In case the sum of crisis values is

less than zero, the amount of the obligatory security will not be greater than an absolute value of this sum. The crisis value of the Client's trade is a market value of the transaction from the point of view of the Client under the conditions of a crisis scenario for the respective trade. The crisis scenario for the respective trade comprises a change of all relevant market factors of the trade to the detriment of the Client compared to the current market conditions, as follows:

- in case of the exchange rate of currencies, a change by no more than 20 relative % of the value of the exchange rate of currencies,
- in case of interest rates, a change by no more than 10 absolute %,
- in case of volatility of the exchange rates of currencies, a change by no more than 30 absolute %,
- in case of credit spreads, a change by no more than 20 absolute %,
- in case of prices of shares and values of indices, a change by no more than 40 relative % of the value of the share or the index price,
- in case of prices of commodities, a change by no more than 40 relative % of the value of the commodity price,
- in case of volatility of share and indices, a change by no more than 30 absolute %,
- in case of volatility of prices of commodities, a change by no more than 40 absolute %,
- in case of relevant market factors not specified above, maximum market movements in crisis periods after the year 2000 will be considered (for instance in the years 2000-2002, 2008-2009, 2011-2012),
- maximum values of relevant market factors can be appropriately increased in case of market changes or events which can significantly affect the situation on financial markets (for example a change of the exchange rate regime of the respective currency, interventions of central banks, change of the rating of the country, significant statements of central banks or their representatives, significant political change in the country, war conflicts, credit deterioration or insolvency of significant financial institutions, etc.), while it applies that a change in expectations of such market changes or events is also sufficient for

such change of the maximum values of the relevant market factors.

(Examples:

1. For example, a change by 20 relative % with the exchange rate of currencies occurs if the exchange rate of a certain currency against another currency in the amount of 1.1000 changes by  $1.1000 * 20\%$ , i.e. by 0.22. It means that the crisis scenario for the respective trade matches the value of such exchange rate in the amount of 1.3200 if its increase is to the detriment of the Client, or 0.8800 if its decrease is to the detriment of the Client.
2. For example, a change by 10 absolute % with interest rates occurs in case the interest rate for the funds in a certain currency for one year in the amount of 10.5% changes by 10%. It means that the crisis scenario for the respective trade matches the value of such interest rate in the amount of 20.5% if its increase is to the detriment of the Client, or 0.5% if its decrease is to the detriment of the Client.)

#### 17.4 Methods of securing the trades and orders according to these CMCC:

##### a) Pledge of funds on the Client's current account with the Bank

The Client pledges in favour of the Bank, from the moment of conclusion of the trade, on his current account with the Bank, the funds in an amount equal to the collateral determined and regularly reviewed by the Bank, provided that the amount of collateral is not higher than the value regularly calculated by the Bank as described in Clause 17.3 above. The Client pledges these funds in such manner that until the date of performance of all Client's obligations the performance of which is secured in this way, the Client will not be authorised without the Bank's consent to dispose of such funds or to encumber them by any third persons' rights. During existence of this pledge, the Client is not authorised to cancel the pledge or the current account where the pledged funds are deposited without the Bank's consent.

##### b) Overdraft Facility Agreement

The Client will conclude with the Bank a separate Overdraft Facility Agreement which will be drawn in the event of



existence of the Bank's receivable to the Client from the trades according to these CMCC and failure to duly pay the receivable by the Client to the Bank, for the purpose of repayment thereof.

- c) Assignment of the Client's receivable from the term deposit account agreement concluded between the Bank and the Client, together with execution of a relevant addendum to the term deposit account agreement

The Client will conclude with the Bank special agreements under which in the event of existence of the Bank's receivable to the Client from the trades according to these CMCC and failure to duly pay the receivable by the Client to the Bank, the Bank will be authorised to debit funds from the term deposit account for the purpose of repayment thereof.

- d) Collateral current account

The collateral current account will be opened and maintained under a separate agreement on collateral current account concluded between the Bank and the Client, and a lien over that collateral current account will be established under a separate agreement on establishment of lien over the collateral current account to be concluded between the Bank and the Client. If the Bank maintains for the Client the collateral current account, the pledge of funds on the Client's current account with the Bank under paragraph (a) of this Clause will be preferentially performed on the Client's collateral current account. The Client for whom the Bank maintains the collateral current account agrees that the Bank may transfer the funds from any Client's account maintained with the Bank to the collateral current account for the purpose of their pledging under paragraph (a) of this Clause on the collateral current account. The Client for whom the Bank maintains the collateral current account where the funds are pledged under paragraph (a) of this Clause agrees that the Bank may transfer those funds from the collateral current account which are not subject to pledge under paragraph (a) of this Clause to another Client's current account with the Bank, as identified in the agreement on collateral current account or if it is impossible to transfer them to that

current account, then to any other Client's current account with the Bank.

- 17.5 The Client is obliged and undertakes, no later than by 04.00 pm next Business day following the date of telephone or written notice (via e-mail to the Client's contact data specified for sending written information by the Bank to the Client under the Contract) from the Bank to the Client that the amount of the collateral provided by the Client to the Bank is insufficient and that it should be increased to the value of the collateral required by the Bank, in the amount then determined by the Bank according to Clauses 17.2 and 17.3 above, to replenish the collateral by depositing or transferring by a bank transfer to the Client's current account with the Bank as identified in the notice set forth in this Clause, the funds in the amount so that the aggregate amount of the collateral provided by the Client to the Bank is equal to the minimum value of the collateral required by the Bank, in the amount then determined by the Bank according to Clauses 17.2 and 17.3 above.

- 17.6 In the event of performance of an obligation under the commission agreement by the Bank in order to secure performance of the Client's obligation to the Bank from the commission agreement:

- a) to pay to the Bank the funds in the amount equal to the purchase price to be paid by the Bank to the seller or issuer for the securities the purchase or acquisition of which for a remuneration will be procured by the Bank for the Client and on his account, and
- b) to pay a remuneration for each purchase or sale of securities procured by the Bank. By giving each Client's order, the Client pledges in favour of the Bank, on his current account, the funds in the amount:
  - i. corresponding to the total estimated purchase price for securities according to the Client's order, in respect of a Client's order to procure purchase of securities to be executed by the Bank also with financial settlement. The estimated purchase price for the securities will be determined as an aggregate of the pro rata interest gains from all securities whose purchase is procured under the order and the limit price for all

securities according to the order or the aggregate nominal value of the securities according to the order or as a multiply of the number of securities according to the order and the limit price for the securities per one piece of security according to the order. In respect of a Client's order with specification of the market limit price per one piece of security, the limit price for the securities per one piece of security for the purposes of this Clause means the last price for one piece of security, published by BLOOMBERG on the Business day immediately preceding the beginning of the validity of that Client's order.

- ii. of the estimated remuneration for the Bank, and for the purpose of the pledge, the estimated amount of remuneration will be calculated from an estimated one trade on the Client's account in the volume of securities and the price thereof under the Client's order by which the Client's order would be executed in full,

in such manner that without the Bank's consent the Client will not be authorised to dispose of them from the date of beginning of validity of that order and will not encumber them in any way by any third person's right. During existence of the pledge, the Client will not be authorised to cancel the pledge or close the current account where the funds are pledged, without the Bank's consent. During validity of that Client's order, the amount of the pledged funds will be reduced by the funds equal to a part of the estimated purchase price for the securities and the estimated remuneration for the Bank, which have been already paid by the Client.

- 17.7 In order to secure performance of the Client's obligation to the Bank under the commission agreement to transfer the securities, the Client will pledge, from the date of beginning of validity of the Client's order to procure sale of securities until the date of relevant transfer of securities, all such securities in favour of the Bank in such manner that the Client will not dispose of them without the Bank's consent and will not encumber them in any other way by third person's right, and for this purpose, the Bank is authorised to register suspension of the right

to dispose of the given securities or to block disposal of the given securities in a similar way.

- 17.8 In order to secure performance of the Client's obligation to the Bank from the trade with securities to transfer the securities, the Client will pledge, from the date of processing of that Client's obligation until the date of the relevant transfer of securities, all such securities in favour of the Bank in such manner that without the Bank's consent the Client will not dispose of them and will not encumber them by any third person's right, and for this purpose, the Bank is authorised to register suspension of the right to dispose of the given securities or to block any disposal of the given securities in a similar way.

- 17.9 If the Client's obligation is denominated in any currency different from the currency of the funds which serve as collateral for performance of that obligation, then the Bank will calculate the amount of the collateral as:

- a) the quotient of the funds equal to the collateral and the then applicable "mid" foreign exchange rate of the Bank for such funds in euro, plus 5 %, if the Client secures his obligation in euro, or
- b) the quotient of the funds equal to the collateral and the so-called cross exchange rate. The cross exchange rate means the ratio of the "mid" foreign exchange rate of the Bank of the currency of the funds of the secured obligation, expressed in euro, plus 5 % and the "mid" foreign exchange rate of the Bank of another foreign currency in which the Client secures his obligation expressed in euro.

- 17.10 The Client undertakes to execute all acts and to provide the Bank with cooperation the Bank will reasonably require upon its own discretion to protect its interests ensuing from or connected with trade(s) or with the Contract, and that especially including, but not limited to, the purposes of occurrence, duration, maintenance or realisation of security of obligations of the Client from trades and orders.

- 17.11 Provision of security by the Client to the Bank and all the related rights of the Bank according to these CMCC or related rights of the Bank serve solely to protect and limit the Bank's risk. Such right of the Bank must not be understood as means for limitation of any

risk of the Client whatsoever, or as an obligation of the Bank to limit potential losses or damages of the Client or otherwise protect the Client.

- 17.12 The amount of obligations or loss and damage of the Client from trades may exceed the amount of security provided by the Client to the Bank, or the amount of security required by the Bank from the Client, which however, does not discharge the Client from his obligation to provide the Bank with the security in requested amount according to these CMCC and to pay all his obligations in full.
- 17.13 The Bank has the right, but not the obligation, to exercise or not to exercise upon its own discretion any of its rights under these CMCC or related rights of the Bank.
- 17.14 Any failure to exercise or any delay in exercising of any of the Bank's rights whatsoever under these CMCC or related rights of the Bank does not constitute a waiver of the respective right and does not discharge the Bank from the possibility of exercising this right at any later time.
- 17.15 The Bank is not liable for any loss or damage of the Client whatsoever, including loss or damage of the Client caused by movement of exchange rates, interest rates, indices, prices or other movements on the financial market that might incur due to exercise or non-exercise of any of the rights of the Bank whatsoever under these CMCC or related rights of the Bank.

### 18. Early Trade Termination and Settlement and Reverse Trade

- 18.1 If the Client fails to fulfil any of his obligations from the trade(s) or from the Contract or any contractual relationship between the Bank and the Client, in particular, but not limited to, the following events:
- a) if the Bank cannot execute the Client's order for payment of his obligation from the given trade from his current account according to these CMCC because there is insufficient balance on the account or due to non-existence of the Client's account with the Bank, or
  - b) if the Client fails to properly fulfil any of his obligations from the trade with securities or under the commission agreement, or
  - c) if the Client fails to give, based on the currency trade concluded in order that the Bank does not make conversion in connection with his payment(s) according

to its exchange rate list, a payment order(s) for payment so that the aggregate amount from such Client's orders for payment is equal to the Bank's obligation from the currency trade, no later than within the "cut off time" until the date of processing, corresponding to the date of performance or the last day of the agreed period for performance of the currency trade, according to GTC, or

- d) if the Client fails to ensure, based on the currency trade concluded in order that the Bank does not make conversion in connection with his incoming payment(s) according to its exchange rate list, the option for the Bank to receive such incoming payment for the Client no later than within the "cut off time" until the date of processing, corresponding to the last day of the agreed period of performance of the currency trade, according to GTC, or
- e) if the Client fails to replenish the collateral within the period defined by the Bank under Article 17 of these CMCC, as security for performance of the Client's obligations, or
- f) if the Client fails to fulfil his obligation to conclude with the Bank a currency trade in order to settle any executed FX-order, or if any of the following events occurs:
- g) in relation to the Client:
  - i. delivery of proposal for filing a petition for bankruptcy over the Client's property with the court pursuant to the respective legal regulations, or
  - ii. authorization of a bankruptcy trustee to prepare a restructuring report in relation to the Client's property pursuant to the respective legal regulations, or
- h) in relation to the Client, the respective company bodies have adopted a decision on going into liquidation, if the legal regulations allow liquidation of the Client, or
- i) commencement of enforcement proceedings or tax enforcement proceedings or execution of a decision against the Client as an obligor, or
- j) execution title, e.g. statement of outstanding payments in connection with a failure of the Client to make the payments imposed by law (e.g. payment of taxes, custom duties, levies), or
- k) without a prior written consent of the Bank:

- i. in relation to the Client, the respective company bodies have adopted a decision on winding-up, merger, fusion, division or change of legal form thereof, or
- ii. in relation to the Client, proceedings on winding-up of the company have been commenced before the respective court, or
- iii. the respective body of the Client has approved conclusion of an agreement on sale of the Client's enterprise or any part thereof, or
- iv. the Client has signed an agreement on sale of enterprise or any part thereof, or
- v. the Client has put the enterprise or any part thereof in registered capital of the company, or
- vi. the centre of the Client's main interests has changed (in the meaning given in Article 3(1) of Council Regulation (EC) No 1346/ 2000 of 29 May 2000 on insolvency proceedings), or
- l) any representation of the Client provided to the Bank is untrue or incomplete, or the facts contained in such representations have changed, or the Client has provided the Bank with inaccurate data, failed to provide the Bank with the agreed data and documents, or withheld material information or such information that would affect the Bank's decision on whether to conclude an agreement, a trade or any other contractual relationship with the Client, or
- m) for any reason whatsoever, complete or partial cessation, deterioration or decrease of the value of the security or decrease of the value of the subject of security of the Bank's receivables to the Client occurs and such security is not replenished within the specified period, or
- n) the Client declares or acknowledges that he is not capable of payment of any of his financial obligations to the Bank within the period of maturity thereof, or
- o) according to any agreement concluded between the Bank and the Client, in particular the loan agreement:
  - i. the event of default occurs, meaning the fact specified in the respective agreement as the event of default, breach of agreement, or otherwise bearing a similar meaning, or
  - ii. the obligation to repay the provided loan or any portion thereof becomes early due and payable, or
  - iii. the Bank is entitled to request from the Client early repayment of the provided loan or any portion thereof, or
- p) the Client fails to perform his obligation or it is likely that the Client will not perform his obligation arising from an agreement concluded with a third person in case such non-performance of the obligation might, upon responsible consideration of the Bank, affect the Client's ability to pay the Bank's receivables against the Client, or
- q) occurrence of a material change in the structure of members or shareholders of the Client, on the basis or in connection with which the share of voting rights at the Client's general meeting changes. The Bank may exercise its rights specified in this Article of CMCC connected with the event described in this paragraph only within the period of thirty days as of the moment it provably learns of the respective event (e.g. the Client's notification delivered to the Bank, an extract from the Business Register submitted by the Client to the Bank), or
- r) occurrence of a change in staff composition of the Client's company bodies (statutory body, supervisory board). The Bank may exercise its rights specified in this Article of CMCC connected with the event described in this paragraph only within the period of thirty days as of the moment it provably learns of the respective event (e.g. the Client's notification delivered to the Bank, an extract from the Business Register submitted by the Client to the Bank), or
- s) occurrence of the event of unlawfulness which means a change or circumstance, except for any act of the Bank or the Client on the basis of which the performance of the obligations from trade(s) or from the Contract or from any other contractual relationship between the Bank and the Client would become illegal, unpermitted or forbidden for the Bank or for the Client, or
- t) occurrence of a force majeure event which means a change of political, economic or other conditions in the country (e.g. strike, natural disasters, war) which, upon responsible consideration of

the Bank, might have a material adverse effect on:

- i. financial market of the country which is relevant in relation to the trade(s), or
- ii. ability of the Bank or of the Client to perform their obligations from the trade(s) or from the Contract or from any other contractual relationship between the Bank and the Client, or
- u) the Bank has obtained reasonable suspicion that the Client's conduct is not in line with or evades the generally binding legal regulations or is against the principles of morality, or
- v) criminal prosecution has commenced against the Client, members of his statutory body or his members or shareholders, or
- w) the fact or several mutually related or unrelated facts that, upon the Bank's consideration, might have a material adverse effect on:
  - i. business or financial condition of the Client or the Client's prospects, or
  - ii. ability of the Client to perform his obligations from the trade(s) or from the Contract or from any other contractual relationship between the Bank and the Client, or
  - iii. validity or enforceability of the Client's obligations from the trade(s) or from the Contract or from any other contractual relationship between the Bank and the Client, or

x) the Client dies,

the Bank has the right, but not the obligation, pursuant to this Article, to early terminate and settle the trade(s) concluded in line with these CMCC and/or pursuant to this Article to conclude, upon the Bank's decision, on behalf of the Client a reverse trade or several reverse trades in relation to the trade(s) concluded under these CMCC, while the Bank's right will last even after the events or reasons for its occurrence will have expired.

- 18.2 The Bank notifies the Client by phone or in writing (via e-mail to the contact data of the Client specified for the purpose of sending the written information by the Bank to the Client under the Contract) of exercising of the Bank's right to early terminate and settle the trade(s) concluded under these CMCC. The Bank also notifies the Client of the effective date of the respective early termination of the trade(s), and if the Bank fails to notify the Client of such effective date

of early termination of the trade(s), it will apply that the effective date of such early termination of the trade(s) is the day when the Bank has notified the Client of exercising of the Bank's right to early terminate and settle the trade(s) concluded under these CMCC.

- 18.3 On the effective date of early termination of the trade(s) all mutual rights and obligations of the Bank and the Client ensuing from the trade(s) concluded between the Bank and the Client under these CMCC will terminate and will be replaced by an obligation to pay the settlement amount calculated by the Bank pursuant to this Article.

- 18.4 The Bank will calculate the settlement amount as at the effective date of early termination of the trade(s), or if it is not possible, on any later day reasonably determined by the Bank.

- 18.5 The Bank will calculate the settlement amount on the basis of the following values denominated in EUR currency as follows:

- i. the value of early terminated trade(s), plus
- ii. the sum of all amounts and values of all performances, including any interest and accessories that have not been paid as at the effective date of early termination of the trade(s) and that have become due to the Bank prior to the effective date of early termination of the trade(s) or that would have become due to the Bank if the effective date of early termination of the trade(s) had not occur, minus
- iii. the sum of all amounts and values of all performances, including any interest and accessories that have not been paid as at the effective date of early termination of the trade(s) and that have become due to the Client prior to the effective date of early termination of the trade(s) or that would have become due to the Client if the effective date of early termination of the trade(s) had not occur.

- 18.6 The Bank will calculate the value of early terminated trade(s) in relation to each early terminated trade(s) as the sum of:

- i. the value of actual or potential losses or costs of the Bank that have incurred or would incur under these circumstances on the day of calculation of the settlement amount (expressed in a positive number), and
- ii. the value of actual or potential profits of the Bank that have been made or would be made under these circumstances on

- the day of calculation of the settlement amount (expressed in a negative number) upon conclusion of the actual or hypothetical substitute trade that would have the same economic effect for the Bank in substantial aspects than an early terminated trade, including all option rights, payments and deliveries that should or could have been executed within the early terminated trade if the effective date of early termination of the trade had not occurred.
- 18.7 The Bank is entitled to determine the value of the early terminated trade(s) upon its own discretion in any manner acceptable in terms of business. When determining the value of the early terminated trade(s), the Bank has the right, but not the obligation, to consider any relevant and available information, for example:
- i. price offers (indicative or binding) for substitute trades with economically equivalent substantial conditions obtained from third persons, related persons or internally, and
  - ii. market data obtained from third persons, related persons or from internal sources. However, the Bank is under no obligation to use any information referred to in this Clause, in particular if it assumes that the use of such information would result in commercially inappropriate result or that such information is not available or reliable.
- 18.8 The Bank is entitled to include, but not in a duplicate manner, in the calculation of the value of the early terminated trade(s), any losses or costs incurred in connection with termination, liquidation or renewal of any security (e.g. "hedging" or "back to back" trades) in relation to the early terminated trade(s) or performance ensuing therefrom.
- 18.9 The use of internal models or procedures the Bank usually applies for valuation of financial assets is always considered as conduct in commercial reasonable manner.
- 18.10 The Bank is not obliged to conclude any actual substitute trade to the early terminated trade(s).
- 18.11 The Bank will notify the Client by phone or in writing (via e-mail to the Client's contact data to be used for sending the written information by the Bank to the Client under the Contract) of the settlement amount calculated by the Bank and the settlement amount notified as described above will be binding upon the Client and the Bank, except for a manifest error.
- 18.12 In case the settlement amount is positive, the Client will pay to the Bank the settlement amount within the period specified by the Bank and to the account of the Bank in EUR currency specified by the Bank; for this purpose, the Bank is entitled to debit the settlement amount in its favour from any account of the Client maintained by the Bank to which the Client gives his consent.
- 18.13 In case the settlement amount is negative, the Bank will pay to the Client an absolute value of the settlement amount within three business days as of the day when the Bank notifies the Client of the calculated settlement amount, to the current account specified by the Client or if the Client does not specify the account, to any account of the Client known to the Bank.
- 18.14 Unless it is excluded by the generally binding legal regulations, the provisions of these CMCC regarding early termination and settlement of the trade(s) concluded under these CMCC constitute an agreement on final settlement of profits and losses under Act No. 7/2005 Coll. on Bankruptcy and Restructuring and on amendments of and supplements to certain acts as amended (hereinafter also as "Bankruptcy and Restructuring Act").
- 18.15 If it is excluded by the generally binding legal regulations that the provisions of these CMCC regarding early termination and settlement of the trade(s) concluded under these CMCC constitute an agreement on final settlement of profits and losses under the Bankruptcy and Restructuring Act, the provisions of these CMCC regarding early termination and settlement of the trade(s) concluded under these CMCC will be considered a novation agreement. On the basis of this novation, all mutual rights and obligations of the Bank and the Client from the trade(s) concluded between the Bank and the Client under these CMCC will terminate and will be replaced by an obligation to pay the settlement amount calculated by the Bank pursuant to this Article.
- 18.16 With regard to the fact that the settlement amount might be paid also to the Client who has failed to perform its obligation from the trade(s) or from the Contract or from any

contractual relationship between the Bank and the Client, the provisions of these CMCC regarding early termination and settlement of the trade(s) concluded under these CMCC do not constitute an agreement on compensation of damage or on contractual penalty.

- 18.17 The reverse trades to trade O(1) or a group of trades O(1), O(2), ...O(N) are such trades O(1)', O(2)', ...O(M)' concluded in one D business day for which it applies that the sum of market values of trades O(1), O(2), ...O(N) a O(1)', O(2)', ...O(M)' and profits or losses, if any, from trades O(1), O(2), ...O(N) and O(1)', O(2)', ...O(M)' on individual business days from the D day until the due date of the last due and payable trade from trades O(1), O(2), ...O(N) and O(1)', O(2)', ...O(M)' remains unchanged by floating market facts, except immaterial changes, where immaterial change means in particular a change caused by the time value of money.
- 18.18 The Bank will settle mutual obligations and receivables of the Bank and the Client from trade O(1), or from trades O(1), O(2), ...O(N) and mutual obligations and receivables of the Bank and the Client from reverse trade O(1)', or reverse trades O(1)', O(2)'.....O(M)', by their set-off on the due date of the trade(s) and the reverse trade or reverse trades. The option premium of a reverse option trade must be paid by the Client to the Bank on the date determined according to Article 9, Clause 9.5 of these CMCC.
- 18.19 The Bank will settle the trade(s) and the reverse trade(s), including settlement of payment of the option reverse trade pursuant to the preceding Clause of this Article preferentially on the collateral current account of the Client or if it is not possible or sufficient, also by realisation of additional collaterals referred to in Article 17, Clause 17.1 of these CMCC provided by the Client to the Bank and then also in the manner described in GTC.
- 18.20 In case of termination or cancellation of the Contract or a trade according to the provisions of the generally binding legal regulations the application of which cannot be excluded, the provisions of this Article regarding settlement of early terminated trade(s) or reverse trades last and will survive such termination or cancellation.

- 18.21 The Bank or the Client may not unilaterally terminate or cancel (by a notice, withdrawal or in any other manner whatsoever) any trade concluded under these CMCC in any other manner than that specified in these CMCC.

## E

### COMMON AND FINAL PROVISIONS

#### 19. Termination of the Contract

- 19.1 Unless the Contractual parties agree otherwise, the Contract is concluded for an indefinite period and terminates:
- a) upon agreement of the Contractual parties;
  - b) upon a notice by any of the Contractual parties.
- 19.2 The Contract will not terminate upon termination of the EMIR Agreement. As of termination of the EMIR Agreement the Client is not authorised to execute derivative trades subject to EMIR. The obligations of the Contractual parties arising from EMIR in relation to the Respective transactions concluded during the term of the EMIR Agreement will survive the termination of the EMIR Agreement.
- 19.3 The Bank and the Client are entitled to terminate the Contract without stating any reason. The notice period is seven calendar days, starting on the Business day following the date of delivery of the notice.
- 19.3.1 The Client is entitled to give a notice only if all relations arising from trades are settled. As of the delivery date of the notice the Client is not authorised to submit any new Trade requests under these CMCC:
- 19.3.2 The Bank is entitled to give a notice to the Client also if there are some unsettled relations arising from the trades. As of the delivery date of the notice the Client is not authorised to submit any new Trade requests under these CMCC, except those aimed at settlement of all relations arising from the trades. The Contractual parties have explicitly agreed that the provisions of the Contract and Commercial Terms and Conditions will apply to any and all unsettled relations from trades until settlement thereof.

**20. Final Provisions**

- 20.1 The provisions of these CMCC regulating the Client's actions will also apply to the Authorised persons acting on behalf of the Client. The Client's obligations relating to his communication with the Dealers, set forth in these CMCC, represent also the obligations of the Authorised persons at the time when they act on behalf of the Client.
- 20.2 The pledge of funds or securities pursuant to these CMCC in such manner that the Client will not dispose, without the Bank's consent, of the funds or securities, means that the Client's right to dispose of the funds or securities, including their paying out and encumbering with any third person's rights, is subject to the condition that the Bank will agree with disposal of the funds or securities. The Bank will mark the pledge upon its registration in its records.
- 20.3 The Bank is not obliged, to the reasonable extent, perform the obligations from trades under these CMCC as long as the Client is in default with performance of any obligation from the agreements concluded with the Bank under these CMCC.
- 20.4 The Client agrees that the Bank may disclose the data on the Client and his trades under these CMCC to the National Bank of Slovakia, BCPB, CDCP, or any member of CDCP upon their request.
- 20.5 The Client agrees that the Client may assign any receivable in relation to the Bank from the trade concluded under the Contract and these CMCC to any third person only with the prior written consent of the Bank.
- 20.6 The terms defined in these CMCC have the meanings given in the definitions, notwithstanding the grammatical form of the defined term. If the Contract, these CMCC, requests, proposals, agreements, addenda, orders, statements, confirmations, notices, and any other documents under or related to the Contract or these CMCC are prepared also in any language other than Slovak, the version thereof made in the Slovak language will be legally binding and prevail over the version thereof made in any language other than Slovak.
- 20.7 Any facts not regulated in these CMCC will be governed by the Securities Registration and Trading Conditions, GTC, and the generally binding legal regulations applicable in the Slovak Republic.
- 20.8 The Bank has the right, but not the obligation, to unilaterally cancel any trades or agreements made under the Contract and these CMCC if they have been concluded with any off-market factor. The Bank undertakes to contact the Client without undue delay, but no later than within 2 Business days after conclusion of such trade(s), and preferentially solve the situation by concluding a new trade or new agreement with the Client. The Bank is obliged, upon request of the Client, to prove the existence of the off-market factor, from the resources and data that are normally available in the course of trade. The Bank will notify the Client in writing of cancellation of the trades or agreements concluded with the off-market factor.
- 20.9 The framework agreements under which the trades regulated by the Contract and these CMCC (hereinafter also as "framework agreements") were concluded before the effective date of the Contract become null and void as of the effective date of the Contract by agreement of the Contractual parties, unless there are any unsettled obligations between the Contractual parties from the trades under the framework agreements. In such case, the trades and obligations arising therefrom under the framework agreements will be governed by the provisions of the framework agreements and the framework agreements become null and void as of the date of settlement of all obligations from the trades concluded under the framework agreements. Any trades concluded after the effective date of the Contract will be governed by the provisions thereof and these CMCC.
- 20.10 The Bank, being an entity doing business in the financial market, is active in a wide spectrum of activities. It means that under certain circumstances the interests of the Bank (or of the group) may be in conflict with the interests of the Client or in conflict with the Bank's obligations to the Clients. These conflicts may arise between the own interest of the Bank, its cooperating business partners or employees on one side and the interests of the Client or several Clients on the other side. Therefore, the Bank applies effective measures to avoid any conflict of interests, and in case of occurrence thereof the Bank takes measure to manage them. At



the same time, the Bank has adopted and applies effective measures to manage the information flow in connection with protection of the Clients' interests and with the aim to prevent any unauthorised access to the information concerning the Client. In some cases, these measure to avoid the conflict of interests need not be sufficient. If this is the case, the Bank adopts additional adequate measures to eliminate consequences, if any, arising from the conflict and informs the Client in due time about the basis of the conflict.

20.11 The Bank reserves the right to unilaterally amend the conditions of the respective contractual relationships between the Bank and the Client that arose under these CMCC, as well as the conditions contained in these CMCC. The Bank undertakes to inform the Client in writing of an amendment to the conditions and on the possibility for this reason to terminate, for this reason, the respective contractual relationship with the Bank whose conditions are to be changed, at least one month prior to the effective date of such an amendment to the conditions. The Client is entitled, following notification of

a change to the conditions, to terminate, free of charge with the immediate effect, the respective contractual relationship with the Bank whose are being changed thereby. If the Client does not terminate the respective contractual relationship with the Bank prior to the effective date of amendments of CMCC, it shall be deemed that the Client has accepted these amendments to the CMCC. The Bank notifies the Clients of any amendment of the conditions in favour of the Clients without undue delay after amending the conditions and such amendment of the conditions does not give rise to the Client's right to terminate the respective contractual relationship with the Bank.

20.12 Upon entering into effect, these CMCC cancel and fully supersede the Capital Markets Commercial Conditions of Tatra banka, a. s. that entered into force on 15 May 2015 and into effect on 15 July 2015.

20.13 These CMCC shall enter into force on 25 October 2019, which is also the date of publication hereof at the premises of the Bank and on the Bank's Website, and into effect on 25 November 2019.