

TERMS AND CONDITIONS – IDB

issued by **42 Financial Services a.s.**, a company with its registered office at Klimentská 1216/46, 110 02 Prague 1, Czech Republic, Id. No.: 28492722, Tax Id. No.: CZ28492722, registered in the Commercial Register kept by the Municipal Court in Prague under File No. B 19423 (the “**Trader**”), on 1 January 2022 (the “**Terms and Conditions**”)

Article 1 Introduction

- 1.1. These Terms and Conditions determine the contents of the legal relationship between the Trader and a person (the “**Client**”, the Trader and the Client jointly the “**Parties**”) concerning access to the OTF, arrangement of transactions via the OTF and provision of related services in relation to the IDB part of the OTF operated by the Trader.
- 1.2. These Terms and Conditions enter into effect between the Parties upon execution of the agreement on the provision of access to the OTF, arrangement of transactions via the OTF and provision of related services (the “**Agreement**”). The Agreement may be executed in one of the following manners:
 - a) upon commencement of use of the services regulated by these Terms and Conditions by the Client or by the Client’s employees empowered or authorised by the Client to act on behalf of the Client;
 - b) by e-mail communication between the Trader and the Client, or the Client’s employees empowered or authorised by the Client to act on behalf of the Client; or
 - c) by entering into a written Agreement if so requested by the Client.
- 1.3. Notwithstanding the form of execution of the Agreement pursuant to Article 1.2 of these Terms and Conditions, the Trader must be clearly aware of the Client’s identification; the Parties must agree in relation to which investment instruments, for the purpose of arranging transactions with them, the Trader shall provide the Client with access to the OTF and the entire Client Onboarding must be properly completed.
- 1.4. In case of execution of the Agreement in the manner pursuant to Article 1.2.a) or 1.2.b) of these Terms and Conditions, the Client represents that:
 - a) he/she acknowledges that he/she has been classified as eligible counterparty and that the Trader agrees to provide him/her with information on expected (*ex ante*) costs and charges in the form of a Price List and information on the actually billed costs and charges (*ex post*) will be provided to the Client within invoices issued in accordance with the provisions of the Terms and Conditions;
 - b) if the investment instruments that are the subject of the transactions arranged include derivatives, the Client does not intend to offer them to other persons. Otherwise, the Client is obliged to inform the Trader of this fact in writing without delay;
 - c) he/she has become properly acquainted with all the Supplementary Documents prior to the execution of the Agreement;
 - d) he/she acknowledges that the Trader may deliver information and documents under MiFID II and/or MiFIR to the Client through (i) the Trader’s website (<https://www.42fs.com/mifid.php#otf>), (ii) by sending the information and documents to the Client’s e-mail address specified in the Client’s Contact List, or (iii) through other permanent data carriers.
- 1.5. If the Client notifies the Trader in writing of his/her disagreement with delivery of information and documents pursuant to MiFID II and MiFIR according to Article 1.4.d), the Trader shall deliver such information and documents to the Client in written form by means of a postal order sent to the address of the Client’s registered office specified in the header hereof, or to the Client’s mailing address specified in the Client’s Contact List.

- 1.6. Unless these Terms and Conditions or a mutual agreement of the Parties specifies otherwise, the Trader may not enter into any financial transactions on behalf or account of the Client, nor perform any other legal acts on behalf or account of the Client.
- 1.7. The provision of any performance based on the Agreement is not exclusive. The Trader may also perform the same activities that form the subject of the contractual relationship between the Trader and the Client for other clients.

Article 2 Definitions and interpretation of the Terms and Conditions and other documents

- 2.1. Capitalised terms have the following meaning in these Terms and Conditions, Supplementary Documents and the Agreement:
- a) **42FS Contact List** means a list of persons and employees of the Trader authorised or empowered by the Trader to act on behalf of the Trader in connection with the performance of the obligations under the Terms and Conditions and the Agreement;
 - b) **42FS Rulebook** means a document designated as 42FS Rulebook, which contains a set of binding rules for access to and trading in the OTF operated by the Trader, including checks and measures that the Trader may apply to the OTF participants within the OTF operated by the Trader, including all subsequent changes and supplements to this document;
 - c) **AML Act** means Act No. 253/2008 Coll., on certain measures against legalising the proceeds of crime and financing of terrorism, as amended;
 - d) **AML Questionnaire** means a form provided to the Client by the Trader for completion, containing a list of data, information and underlying documents requested by the Trader from the Client to comply with the obligations following for the Trader from the AML Act, in particular the obligation of identification and control;
 - e) **Price List** means an overview of the charges billed by the Trader for the provision of services and the amounts of any other pecuniary performances under the Agreement;
 - f) **Supplementary Documents** mean the Price List, 42FS Rulebook, Information Documents and other documents to which these Terms and Conditions refer;
 - g) **VAT** means value added tax;
 - h) **Electronic Trading Platform** means MARVIN, Reuters (Reginitiv Messenger application) or Bloomberg (Bloomberg Chat application) or any other electronic system to which the Trader allows access or whose use is approved by the Trader for the purposes of provision of the services under the Agreement;
 - i) **Financial Transaction** means the following transactions concluded on interbank markets:
 - i. cash deposits;
 - ii. spot transactions in investment instruments (bonds, treasury bills); and
 - iii. derivative transactions (FRA, IRS, FX forwards, CCY basis swaps, OIS, options);where the specific scope of the types of Financial Transactions currently traded in the OTF operated by the Trader is defined by the currently applicable 42FS Product Schedule;
 - j) **GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
 - k) **IDB** means a part of the OTF operated by the Trader serving for mediation of transactions in Foreign Exchange and Interest-Rate Financial Derivatives, debt securities, spot currency conversions and cash deposits;
 - l) **Information Documents** mean 42FS Contact List, 42FS Execution Policy, 42FS Electronic User Guide, 42FS Product Schedule, 42FS Conflict of Interests Policy, 42FS Client Instruction Prior to the Provision of Investment Services, 42FS Information on Investment Instruments and Associated Risks, 42FS Client Categorization, 42FS Rate Card, 42FS Information on the Deferred Publication of the Details of Transactions, 42FS Costs and Fees Associated with Investment Instruments, and any other documents provided by the Trader to the Client in the manner specified in Article 4 of the Agreement;

- m) **Client's Contact List** means a form provided to the Client by the Trader, containing a list of persons and employees of the Client authorised or empowered by the Client to act on behalf of the Client in connection with the Agreement, including contact details of these persons and employees;
- n) **Foreign Exchange and Interest-Rate Financial Derivatives** mean investment instruments within the meaning of Section 3 (1)(d) of the Capital Market Undertakings Act and Annex I, Section C (4) of MiFID II, whose value relates to exchange rates, interest rate or interest revenue;
- o) **MiFID II** means Directive (EU) 2014/65/EU of the European Parliament and of the Council on markets in financial instruments and amending Directive 2002/92/EC and 2011/61/EU;
- p) **MiFID Questionnaire** means a form provided to the Client by the Trader for completion, containing a list of data, information and underlying documents requested by the Trader from the Client to comply with the duties following for the Trader from the legal regulations governing the provision of investment services;
- q) **MiFID II Instruments** mean investment instruments within the meaning of Section 3 of the Capital Market Undertakings Act and Annex I, Section C of MiFID II;
- r) **MiFIR** means Regulation (EU) No 600/2014 of the European Parliament and of the Council on markets in financial instruments and amending Regulation (EU) No 648/2012;
- s) **Non-MiFID II Instruments** mean products other than a MiFID II instrument, i.e. an investment instrument within the meaning of Section 3 of the Capital Market Undertakings Act and Annex I, Section C of MiFID II;
- t) **Trading Limits** mean internal limits specified on the basis of legal regulations, the Client's internal regulations or the Client's internal risk management processes as regards the permitted counterparties in Financial Transactions and/or the volume or tenor/due date of Financial Transactions or instruments subject thereof;
- u) **Client Onboarding** means the process of identification, checks and acceptance of the Client as a participant in the OTF operated by the Trader, negotiating on and entering into a contractual relationship with the Client, entering the Client in the Trader's systems and other acts necessary for the Trader to be able to begin providing services to the Client under the Agreement in accordance with all the relevant legal regulations and internal regulations of the Trader;
- v) **OTF** means an organised trading facility within the meaning of Title V of the Capital Market Undertakings Act and Article 4 (1)(23) MiFID II;
- w) **Civil Code** means Act No. 89/2012 Coll., the Civil Code, as amended;
- x) **Exchange Rate** means the exchange rate of the Czech currency to foreign currencies in which the Trader's remuneration is invoiced, published by the Czech National Bank for the last business day preceding the date of execution of the agreed transaction for which the remuneration is paid;
- y) **VAT Act** means Act No. 235/2004 Coll., on value added tax, as amended;
- z) **Capital Market Undertakings Act** means Act No. 256/2004 Coll., on capital market undertakings, as amended;

2.2. In case of any variance among the Agreement, Terms and Conditions, 42FS Rulebook and any other documents referred to in the Terms and Conditions, the wording of the relevant document shall apply. The one of the contradictory documents which is specified in the following list above the other contradictory document(s) shall be used as the relevant document:

- a) 42FS Rulebook;
- b) Agreement;
- c) Terms and Conditions; and
- d) Information Documents and other Supplementary Documents.

2.3. Without prejudice to the determination of the relevant document pursuant to the preceding paragraph, if the text of the thus-determined relevant document is at variance with an imperative (mandatory) rule of a legal regulation, such an imperative rule shall always apply.

2.4. The rights and obligations of the Parties and the wording of the Agreement, the Terms and Conditions and the Supplementary Documents shall not be construed at variance with the linguistic expression of their individual

provisions. Customs of trade, whether applicable generally or in a given sector, shall not prevail over the contents of the obligations expressly stipulated in the Agreement, the Terms and Conditions or Supplementary Documents.

Article 3 Obligations of the Client

- 3.1. The Client is obliged to provide the Trader with all the data and information required by the Trader and all the collaboration required by the Trader for the performance of Client Onboarding, including, but not limited to, submit to client identification and checks within the meaning of the AML Act, provide the Trader with the necessary contact details and provide the Trader with data necessary for the performance of the Trader's reporting duties following from the legal regulations governing the provision of investment services. The Client performs the obligation to provide the Trader with the necessary contact details, in particular, by properly filling in the Client's Contact List and handing the properly filled-in Client's Contact List over to the Trader. The Client performs the obligation to provide the Trader with data necessary for the performance of the Trader's reporting obligations following from the legal regulations governing the provision of investment services, in particular, by properly filling in the MiFID Questionnaire and handing the properly filled-in MiFID Questionnaire over to the Trader. The Client performs the obligation to provide the Trader with data necessary for the performance of the Trader's obligations following from the AML Act, in particular, by properly filling in the AML Questionnaire and handing the properly filled-in AML Questionnaire over to the Trader. The Trader may specify the form in which the Client is obliged to provide further data and information necessary for the Client Onboarding process. Once the Trader completes the Client Onboarding process, the Trader shall confirm this fact in writing and provide the Client with access to the OTF.
- 3.2. The Client is obliged to place orders exclusively using the agreed telephone contact or contact via the Electronic Trading Platform. Other rules concerning the placement of orders, and their modification or cancellation; rules concerning the individual types of orders; mandatory and other requisites of orders; processing of orders including their execution, partial execution, non-acceptance or rejection; any combination of the Client's orders with orders placed by other persons; and other facts related to orders shall be specified by the Trader in the 42FS Rulebook, which the Client is obliged to follow when using the services provided under the Agreement.
- 3.3. The Client is obliged to place orders, or allow the use of the Electronic Trading Platform, exclusively through a person authorised to this effect specified in the MiFID Questionnaire or its updates. The Trader may also verify the identity of the relevant authorised person by asking for personal data of the given authorised person known to the Trader, by asking for a password agreed in advance or in some other suitable manner. The Client is obliged to act as to prevent unauthorised placement of orders. The Trader is not obliged to compensate the Client for any damage incurred as a result of the use of the Electronic Trading Platform or an order placed by a person other than the authorised person.
- 3.4. The Client is obliged to use the Electronic Trading Platform which is operated by the Trader or to which the Client is provided access by the Trader exclusively for the purpose for which the platform is intended, i.e. solely to place orders for Financial Transactions, execute Financial Transactions and receive information, in accordance with all the legal regulations and the Agreement and pursuant to the 42FS Rulebook.
- 3.5. The Client is obliged to properly declare and pay all taxes and any other mandatory payments, and perform all the duties following for the Client from tax legal regulations in connection with the Financial Transactions.
- 3.6. Without delay after the Trader notifies the Client of the business name of the counterparty to a Financial Transaction, the Client is obliged to check the lines of credit and, if applicable, any other limits that condition or otherwise restrict the possibility of concluding a transaction with the given counterparty.
- 3.7. The Client is obliged to provide the Trader, properly and in due time, with all information and all necessary collaboration necessary for the Trader's activities, in particular for the Trader to be able to perform its duties under the Capital Market Undertakings Act, the AML Act and other legal regulations. The Client is obliged to ensure that

all information provided to the Trader is true and complete, and is not distorted or misleading. Furthermore, the Client is obliged to notify the Trader of any changes or updates to any information previously provided to the Trader.

3.8. The Client is not obliged to enter into Financial Transactions with a counterparty found by the Trader.

Article 4 Obligations of the Trader

- 4.1. The Trader is obliged to perform activities aimed to ensure that the Client can enter into a Financial Transaction with another Trader's client(s) under the terms specified in the Client's order. The Client acknowledges and agrees that Financial Transactions arranged by the Trader are concluded by the Client on the Client's own behalf and account. The Client is aware of all the risks associated with the conclusion and settlement of Financial Transactions with third parties, including, but not limited to, potential credit risk, market risk, liquidity risks, interest-rate risk, foreign-exchange risk, off-balance risk, and legal and tax risks. The Trader is not obliged to compensate any damage incurred as a result of the degree of third party's creditworthiness, or the ability or inability of a third party to perform its obligations in connection with a Financial Transaction or other obligations following from the relevant agreement, legal regulation or any other legal cause.
- 4.2. The Trader is obliged to perform its obligations towards the Client fairly, while exerting all the necessary care, using all the necessary knowledge and experience, and with good intentions. The Trader is obliged to respect the Client's interests in the performance of its obligations.
- 4.3. The Trader is obliged to accept and act in line with the Client's orders placed in accordance with the 42FS Rulebook.
- 4.4. The Trader is obliged to monitor the OTF operated by the Trader and, based on the Client's orders, seek suitable counterparties, i.e. other Trader's clients, in the OTF to conclude Financial Transactions. If the Trader identifies a counterparty that is willing to accept the terms of the Financial Transaction offered by the Client without reservations, the Trader is obliged to notify the counterparty of the Client's business name and all material terms of the Financial Transaction so that the counterparty can check the lines of credit and, if applicable, any other limits laid down in its internal regulations and procedures that condition or restrict such a transaction. At the same time, the Trader is obliged to inform the Client without delay of the counterparty's business name so that the Client can check the lines of credit and, if applicable, any other limits laid down in the Client's internal regulations and procedures that condition or restrict such a transaction with the given counterparty.
- 4.5. The Trader is obliged to provide the counterparty and the Client with all other important information and underlying documents relevant in terms of the ability of the counterparty and the Client to enter into the Financial Transaction which are available to the Trader based on its activities (e.g. contact details) and which the Trader is authorised to provide.
- 4.6. Without the Client's prior consent, the Trader may not disclose the data obtained from the Client in its activities to any other persons unless this constitutes a notice in conformity with the Agreement or the Terms and Conditions. Similarly, the Trader may not use these data for the Trader's own purposes or for third parties, at variance with the Client's interests. This obligation of the Trader shall survive the termination of the contractual relationship with the Client.
- 4.7. The Trader may perform any legal action, including refrainment from legal action (i.e. inaction), where the Trader reasonably assumes that such action or inaction is necessary to perform a duty following from a legal regulation or avoiding violation of a legal regulation. The Client is obliged to provide the Trader with all the necessary collaboration in such action or inaction aimed to comply with a legal regulation. The Trader's action or inaction aimed to comply with a legal regulation does not give rise to any duty of the Trader, member of the Trader's body or a Trader's employee to compensate damage. The Client agrees not to exercise, and to ensure that any person controlled by

the Client will not exercise, any rights against the Trader, member of the Trader's body or a Trader's employee in connection with the Trader's action or inaction aimed to comply with a legal regulation.

Article 5 Trader's remuneration

- 5.1. The Client agrees to pay the Trader a remuneration for the services provided to the Client by the Trader under the Agreement. The Trader's remuneration shall take the form of a fixed fee for access to the OTF, a commission on a transaction agreed through the OTF, and charges and fees for other services provided under the Agreement as specified in the Price List. The amount of the commission, or the manner of its calculation, and the amount of other charges and fees are determined by the Price List. In case of a change in the Price List, the version of the Price List effective as of the date of execution of the transaction, in the case of a commission, and the version of the Price List effective as of the first day of the period for which the charge or fee is billed, in the case of other charges and fees, shall be decisive for the calculation of the remuneration.
- 5.2. The Parties may agree on deviation from the Price List.
- 5.3. The Trader's right to a commission on a transaction agreed arises upon execution of the Financial Transaction agreed through the OTF. If the Client does not conclude into a transaction agreed with the counterparty, the Trader does not become entitled to remuneration.
- 5.4. The Trader settles accounts on a monthly basis for individual calendar months. Based on such an account, the Trader issues an invoice for the Trader's remuneration. The Client agrees to the use of electronic invoices. The Trader shall deliver an electronic invoice to the Client by e-mail. The remuneration is payable 30 days of the date of issue of the invoice, by wire transfer to the Trader's bank account specified in the invoice.
- 5.5. The Trader's remuneration is paid in Czech crowns. The Parties may agree on payment of the remuneration in another currency. In that case, the Trader shall convert the remuneration to the agreed currency based on the Exchange Rate. The remuneration for all activities of the Trader under the Agreement is paid in one currency only.
- 5.6. In case of the Client's delay in payment of the remuneration or some other pecuniary performance under the Agreement, the Trader may charge default interest to the Client at the rate of 0.05% of the outstanding amount for each, even incomplete, day of the delay. The debtor's obligation to pay default interest arises regardless of whether the creditor has properly performed its contractual or statutory obligations. The default interest accrues and is payable on a daily basis during the existence of the delay, even without the creditor's request. Default interest shall in no way prejudice the right to compensation for damage caused by the delay.

Article 6 Communication and contact details

- 6.1. For communication with the Trader, the Client agrees to use the Trader's contact details as specified in the last version of the 42FS Contact List, provided to the Client by the Trader. The Trader may change its contact details at any time by delivering to the Client in writing an up-to-date version of the 42FS Contact List, containing the changed contact details.
- 6.2. For communication with the Client, the Trader shall use the Client's contact details as specified in the Client's Contact List. The Client may change the relevant contact details at any time by delivering to the Trader a newly filled-in Client's Contact List, containing the updated contact details. The Client is obliged to ensure that an up-to-date Client's Contact List is always at the Trader's disposal. The Trader is not obliged to compensate the Client for any damage incurred as a result of the fact that the Client has failed to deliver an up-to-date Client's Contact List to the Trader in due time. The second and third sentences of this paragraph shall also apply analogously to the MiFID Questionnaire.

- 6.3. The Client is obliged to ensure that the persons, employees of the Client specified in the Client's Contact List are duly authorised to act on behalf of the Client in matters in respect of which they are specified in the Client's Contact List as a contact person. The Trader may rely on the fact that a person specified in the Client's Contact List is authorised to make legal acts on behalf of the Client in the relevant matter to the necessary extent. The Trader is not required to verify the existence of this authorisation by requesting a power of attorney or an authorisation based on an employment contract, an internal regulation of the Client or any other document, or in any other way. If the contents and scope of the legal acts that will be addressed by the Trader to the Client through the relevant person are unclear to the Client, the Client has to ask the Trader to clarify this content and scope. The Trader is not obliged to compensate the Client for any damage incurred as a result of the fact that a person specified in the Client's Contact List is not authorised to perform legal acts on behalf of the Client in the relevant matter or as a result of the fact that such a person has acted beyond the contents or scope of his/her authorisation to perform legal acts on behalf of the Client. The preceding sentences of this paragraph shall also apply analogously to the persons and employees of the Client specified in the MiFID Questionnaire.
- 6.4. The Parties agree to communicate with each other in the Czech or English language. The Trader may issue Supplementary Documents in English only even if the Agreement is drawn up in the Czech language.
- 6.5. In view of the Trader's regulatory duties, telephone conversations and electronic communications are recorded by means of a recording device and are monitored. The Client has the right to request a recording of any communication for a period of 5 years from the time when the recording was made unless a longer period is set on the basis of a legal regulation.

Article 7 Term and termination of the Agreement

- 7.1. The Agreement is entered into for an indefinite term. The notice period shall be 1 month and shall commence on the first day of the month following the month in which written notice of termination is delivered to the other Party.
- 7.2. The Trader may terminate the obligation established by the Agreement unilaterally without a notice period if:
- a) the Client's classification as an eligible counterparty changed, or the Client requests a change in his/her classification as an eligible counterparty;
 - b) insolvency proceedings, or similar proceedings under the laws of another country, have been initiated against the Client as the debtor;
 - c) the Client is insolvent or threatened by insolvency;
 - d) the Client has repeatedly or seriously breached its obligation following from the Agreement. Repeated breach means the third breach and any further breach over the past 12 months, as well as continuing breach which the Client fails to remedy even within a reasonable grace period set by the Trader to this end, which may not be less than 15 days. Serious breach means a breach that caused or could have caused damage to the Trader or any other third party in an amount of at least EUR 1,000;
 - e) the Trader has become entitled to withdraw from the Agreement;
 - f) the Client Onboarding process has not been completed within 1 month of the date of execution of the Agreement as a result of the Client's failure to provide collaboration or the Client's insufficient collaboration;
 - g) the Client's delay in payment of remuneration or some other pecuniary performance to the Trader attains or exceeds 1 month.
- 7.3. The notice of termination pursuant to the preceding paragraph must be made in writing and must specify the reason for the termination. The reason need not to be specified in the notice of termination in cases where it is not permitted by a generally binding legal regulation.

- 7.4. Neither of the Parties may withdraw from the Agreement or these Terms and Conditions, terminate them by notice or otherwise terminate them unilaterally for reasons other than mandatory statutory grounds, or for reasons explicitly specified in the Agreement or these Terms and Conditions.

Article 8 Obligation to compensate damage

- 8.1. Unless the following paragraphs of this Article specify otherwise, the Trader is obliged to compensate any damage caused to the Client by breach of its obligations following from the Agreement, within the scope and under the conditions specified by the legal regulations. However, insofar as any limitation or exclusion of the duty to compensate damage is permissible under the legal regulations, the Trader is not obliged to compensate any damage arising as a result of non-performance or breach of the Trader's contractual obligations, except for cases of gross negligence or intentional unlawful conduct.
- 8.2. The Trader is not obliged to compensate any damage arising as a result of an outage or defects of the Electronic Trading Platform if such a platform is used in the process of placing orders, execution of transactions in the OTF, confirmation of concluded transactions or reporting of data pursuant to the applicable legal regulations, caused by the operator of the relevant platform, other than the Trader. The Trader is in no case obliged to compensate any damage incurred as a result of insufficient capacity, reliability, availability, accuracy or performance of the Electronic Trading Platform or as a result of use of the Electronic Trading Platform by its other users.
- 8.3. The Trader is not obliged to compensate any damage arising as a result of a loss of or damage to the Client's software or data, loss of a business opportunity or infringement of a Client's intellectual property right.
- 8.4. The Trader is in no case obliged to compensate indirect damage, consequential damage or lost profits.
- 8.5. The Trader is not obliged to compensate any damage arising as a result of:
- a) the Client's incorrect order;
 - b) non-execution of an incomplete, incorrect, incomprehensible, indefinite or otherwise defective order or an order suspected by the Trader not to be authentic;
 - c) non-execution of an order if the Trader has performed all its obligations towards the Client in connection with such an order;
 - d) abuse of identification details of a person or employee of the Client specified in the Client's Contact List or the MiFID Questionnaire;
 - e) any action or inaction of a third party;
 - f) insolvency or inability to pay debts of a third party;
 - g) unforeseeable and insurmountable obstacles or events arising independently of the Trader's will;
 - h) a failure, error, delay, interruption or unavailability of any communication channel between the Client and the Trader;
 - i) the fact that the Trader has performed its duty imposed on the Trader by a legal regulation, general measure or enforceable decision of a public authority.
- 8.6. The Trader is not obliged to compensate any damage following from the legal defect of the financial instrument that was the subject of the Financial Transaction. The Trader is not obliged to compensate any damage arising as a result of incorrect business assessment or evaluation of a Financial Instrument or Financial Transaction, or as a result of the degree of reliability, accuracy or veracity of any information provided by the counterparty to a Financial Transaction.
- 8.7. The Trader is not obliged to compensate any damage arising as a result of force majeure or damage that was not avoided as a result of force majeure. Force majeure means, in particular: (i) harmful effects of natural forces (fire, wind, water, precipitation, geological activity, electric current, ionising radiation); (ii) state of emergency or other

extraordinary limitation of the rights of persons; (iii) war, civil or armed unrest; (iv) embargo, international sanctions or other extraordinary restrictions on the market economy; (v) strike or other limitation of operation organised by employees; (vi) outage of electricity or other source necessary for the Trader's operation; (vii) impossibility of communicating with the market makers for any reason, outage of a trading or settlement system, late or incorrect bank payment or payment by any other counterparty; and (viii) any other reason outside the Trader's sphere of control.

- 8.8. The Trader is not obliged to compensate the Client for any damage that could not be reasonably foreseen at the time of execution of the Agreement. The Trader is also not obliged to compensate the Client for intangible damage within the meaning of Section 2971 of the Civil Code. Unless the Parties expressly agree otherwise, any damage or harm caused by non-performance of an obligation hereunder shall be compensated in money.
- 8.9. The provisions of the preceding paragraphs of this Article shall also apply *mutatis mutandis* to any obligation to compensate damage on the part of a member of the Trader's body or the Trader's employee.

Article 9 Form of legal acts

- 9.1. Where the Agreement, Terms and Conditions or other documents referred to in the Terms and Conditions do not specify the form of a legal or some other act, such a legal or other act may be made in any form suitable for the given legal or other act, including orally or by telephone.
- 9.2. Where the Agreement, Terms and Conditions or other documents referred to in the Terms and Conditions require written form for a legal or other act, written form is maintained even if such a legal or other act is made by e-mail, via a data box or in some other electronic manner enabling recording and repeated displaying of text and identification of the person performing the legal act and its addressee.

Article 10 Amendment to the Terms and Conditions and Supplementary Documents

- 10.1. The Client acknowledges that the Trader enters into contractual relationships with a number of other clients in connection with the performance of the Agreement. In accordance with Section 1752 (1) of the Civil Code, the Trader is therefore entitled to change unilaterally the contents of the contractual relationship with the Client by amending these Terms and Conditions, or by issuing new or amending or cancelling the existing Supplementary Documents.
- 10.2. The Trader is obliged to notify the Client in writing of the intention to amend unilaterally the contractual relationship, together with specification of the changes, at least 14 days before the planned effective date of the intended changes. The Client may reject the proposed change by delivering a notice of refusal to the Trader in writing not later than on the last business day before the envisaged effective date of the change, and simultaneously with such refusal, the Client terminates the Agreement by notice on this ground. In that case, the notice period expires on the date preceding the effective date of the intended changes.

Article 11 Personal data protection

- 11.1. The Client transfers to the Trader, a personal data controller within the meaning of Article 4 (7) of the GDPR, personal data of persons acting on behalf of the Client, especially for the purpose of negotiations on execution of the Agreement and performance of the Agreement and performance of legal obligations following especially from the provisions of MiFID II, MiFIR, the Capital Market Undertakings Act and the AML Act. By executing the Agreement, the Client confirms that he/she has become acquainted with the document titled Principles of Personal Data Processing in 42 Financial Services, which provides for more detailed conditions of personal data processing and is available at www.42fs.com.

Article 12 Joint and concluding provisions

- 12.1. The obligation established by the Agreement and regulated by these Terms and Conditions is governed by the laws of the Czech Republic. Application of the conflict-of-law provisions of Act No. 91/2012 Coll., on private international law, as amended, as well as the application of the United Nations Convention on Contracts for the International Sale of Goods, including the Convention on the Limitation Period in the International Sale of Goods, is excluded. Any dispute arising out of the Agreement shall be resolved by a court in the Czech Republic having the relevant subject-matter jurisdiction and local jurisdiction for the district where the Trader's registered office is located at the time of commencement of the dispute.
- 12.2. With the exception of a change to the Terms and Conditions and Supplementary Documents pursuant to Article 10, and with the exception of a change to the price terms of the Trader's remuneration pursuant to the following sentence, the Agreement may only be modified in writing, in the manner specified for execution of the Agreement in Article 1.2.b) or Article 1.2.c) of these Terms and Conditions. However, a change in the price terms of the remuneration may also be agreed in writing within the meaning of Article 9.2 of these Terms and Conditions, provided that the change in the price terms of the Trader's remuneration is negotiated for the Client by a person authorised to this effect.
- 12.3. The contractual relationship between the Trader and the Client and all the information and documents related thereto, including information and documents provided by the Parties to each other in negotiations on the Agreement, are confidential (hereinafter "Confidential Information"). Without the prior written consent of the other Party, neither Party shall disclose the Confidential Information to any third party or use the Confidential Information at variance with its purpose, and each Party shall adopt such technical, organisational and other measures that are required to prevent any unauthorised use or disclosure of Confidential Information. Confidential Information may be disclosed without prior written consent of the other Party only in cases where such disclosure is required by the binding legal regulations or by a competent public authority or where confidential information is already public for reasons other than breach of the Agreement. Without prior written consent of the other Party, Confidential Information may also be disclosed (i) to any third party with whom the Party forms a corporate group; (ii) to governing and other bodies, managers and employees of the Party; and (iii) to professional advisers of the Party, provided that the Party ensures that each of such persons protects and handles the Confidential Information under the same conditions as specified by these Terms and Conditions.
- 12.4. The Client may not assign a receivable under the Agreement to any third party. This shall in no way prejudice a change of the creditor as a result of universal legal succession.
- 12.5. These Terms and Conditions are effective from 10 April 2024.