

# Product Conditions for the Provision of Long-Term Investment Product and Other Services

## Content

I.	Introduction.....	2
II.	Terms and definitions.....	2
III.	Provision of transactions with Investment Instruments .....	4
IV.	Management of Investment Instruments.....	4
V.	Settlement of transactions, returns on Investment Instruments.....	4
VI.	Advisory services .....	5
VII.	Provision of current information .....	5
VIII.	Account opening and maintenance .....	5
IX.	Asset Account maintenance .....	6
X.	Sending of information about executed Instructions and asset balance .....	6
XI.	Raiffeisen investice Trading Platform and its use and RBroker Trading Platform and its use.....	7
XII.	Placement, execution and settlement of Instructions .....	8
XIII.	Rights and obligations of the Bank.....	10
XIV.	Rights and obligations of the Client.....	11
XV.	Consideration and payments .....	12
XVI.	Provisions regarding final settlement.....	12
XVII.	Cooperation and communication .....	12
XVIII.	Transfer of assets .....	13
XIX.	Final provisions .....	13

## I. Introduction

- 11 Integral part of Agreement  
These Product Conditions are an integral part of every Agreement concluded between the Bank and the Client and define a part of its contents.
- 12 Rules of precedence  
For cases of discrepancies between provisions of the General Business Conditions and the Product Conditions, provisions of the Product Conditions shall prevail. For cases of discrepancies between provisions of the General Business Conditions/Product Conditions and the Agreement, provisions of the Agreement shall prevail. In the event that a certain matter is contemplated in the Agreement, the General Business Conditions and the Product Conditions in a manner not excluding concurrent application of the individual rules contained in the Agreement, the General Business Conditions and the Product Conditions, all such provisions shall apply jointly.
- 13 Bank's authorization to propose changes to contractual conditions  
The Bank is entitled to propose a change of the contractual conditions to the Client anytime in a manner agreed in Articles 1.4 and 1.5 of the Product Conditions. The Bank is entitled to propose a change of the contractual conditions to the Client particularly due to: (i) development of banking services, (ii) amended legislation, (iii) market development in investment and banking services including development of market practice, or developments in markets affecting the provision of banking services, (iv) compliance with the Bank's prudential obligations, (v) changes to technologies and organization processes in the Bank. Changed areas may particularly include: (i) manner of establishing, modifying and terminating contractual relations, (ii) communication rules and acting methods, (iii) scope of compulsory disclosure, (iv) conditions of availability and contents of banking services and their provision terms, (v) structure and amount of consideration for provided banking services including the conditions for its payment.
- 14 Method of announcement and consequences of proposed changes of contractual conditions  
The Bank shall notify the proposed change of the contractual conditions to the Client at least two (2) months before the planned effective date of such proposed change. The Bank shall primarily notify the proposed change of the contractual conditions to the Client by means of an electronic channel. The Bank shall notify the proposed change of the contractual conditions to a Client without an available electronic channel in writing. The Client is entitled to reject the proposal before the effective date of the proposed changes of the contractual conditions by a written notice sent to the Bank's address published on the Public Website. If the Client fails to reject the proposed change of the contractual conditions in the above manner before the effective date, it shall hold that the Client has accepted it. The Bank shall inform the Client about this consequence in the notification of proposed changes to the contractual conditions.

[← Back to content](#)

- 15 Termination of obligation affected by proposed changes of contractual conditions  
In the event that the Client does not agree with the proposed changes of the contractual conditions, the Client is entitled to terminate the obligation affected by the proposed changes of the contractual conditions in writing before the effective date of such changes. The Client shall deliver the termination notice to the Bank in a manner agreed in the relevant agreement; if no such arrangement is made, the Client shall deliver the termination notice to the Bank's address stated on the Public Website. The termination is effective as of the day following the date of delivery of the notice to the Bank, unless the Client stipulated a later effective date in the notice. However, stipulating a later effective date of the termination notice cannot result in a notice term exceeding one (1) month from delivery to the Bank. The termination notice must indicate an expression of the Client's disapproval of the proposed change of the contractual conditions applicable to the terminated obligation, unless the Client has already refused the proposed changes of the contractual conditions in the manner according to Article 1.4 of the Product Conditions. If there is a debt of the Client to the Bank under the obligation affected by the Client's termination notice or in connection therewith as at the effective moment of the termination, such debt becomes due and payable as of the effective date of the termination notice, unless agreed otherwise.

## II. Terms and definitions

Terms explained in the Product Conditions have the same meaning in other documents, particularly the Agreement and Annexes thereto, unless the text implies otherwise. Expressions in the singular form also include the plural form and vice versa.

**Authentication** means verifying the identity of the Client using an Electronic Identification Tool.

**Authorized Manager** means a third party, in particular a central depository or custodian or another entity maintaining a register of investment instruments in the Czech Republic or abroad.

**Certification** means the signing/confirmation of an Instruction (or another document) by an Electronic Identification Tool, if required.

**CDCP** means Centrální depozitář cenných papírů, a.s.

**Setoff Date** means the date as of which all due as well as before due mutual receivables under transactions realized according to the Agreement are set off.

**Long-Term Investment Product** means a long-term investment product under ZPKT, which the Bank, as the provider of the long-term investment product, provides to the Client as the owner of the product.

**Electronic Identification Tools** mean all types of tools for the creation of an Electronic Signature or verification of the author of an Instruction: SPIN or biometric identification tool (Face ID and fingerprint according to the Mobile Device's features).

**Electronic Signature** means the signature used by the Bank and the Client in their mutual communications. The Bank and the Client consider the Electronic Signature to be

primarily the PIN, supplemented by other Electronic Identification Tools, where applicable.

**Investment Funds** mean domestic and foreign collective investment funds offered by the Bank to the Clients in Raiffeisen investice Trading Platform and/or RBroker Trading Platform, at selected Business Locations and on the Public Website.

**Fraction(s) of an Investment Instrument** means a fraction (part) of an Investment Instrument that is less than one (1) whole unit of the Investment Instrument. The Bank determines for which Investment Instruments trading with Fractions of Investment Instruments will be allowed. A Fraction of an Investment Instrument is also considered an Investment Instrument.

**Information Message** means a message in Raiffeisen investice Trading Platform and/or RBroker Trading Platform or a text message sent to the Client's email address, through which the Client may be informed, inter alia, about the balance and movements on the Account or other facts or through which a confirmation can be sent to the Client.

**Internet Investments** means a service operated by means of a client trading platform in an internet browser and communicating with the Bank's server; Internet Investments is available in two language versions (Czech and English) or in other language versions made available by the Bank.

**Investment Firms** mean domestic or foreign entities with a permit to manage Investment Funds from the relevant supervisory authority, whose Investment Funds are publicly offered by the Bank in the Czech Republic.

**Investment Instruments** mean dematerialized domestic and foreign investment instruments that may be assets under the Long-Term Investment Product according to ZPKT.

**Asset Account** means an internal account opened by the Bank for the Client, in which it will register Investment Instruments acquired by the Client under the Agreement during the term of the Agreement.

**Mobile Banking** means a service operated by means of a client application on a Mobile Device and communicating with the Bank's server. The Mobile Banking service is provided by the Bank to the Client on the basis of special contractual conditions.

**Mobile Investments** means the relevant investment service under ZPKT provided by the Bank to the Client and operated through Raiffeisen investice Trading Platform on a Mobile Device communicating with the Bank's server; Mobile Investments is available in two language versions (Czech and English).

**Mobile Operator** means an electronic communications service provider.

**Mobile Device** means a mobile telephone or another mobile device (tablet). Where the use of a Mobile Device requires the use of services of a Mobile Operator, the Mobile Device must be equipped with a SIM card activated in a Mobile Operator network.

**Trading Hours** mean the time determined by the Bank for the operation of Raiffeisen investice Trading Platform and/or RBroker Trading Platform and/or for the acceptance of Client Instructions, as published by the Bank in Raiffeisen investice Trading Platform and/or RBroker Trading Platform, or on the Public Website.

**Raiffeisen investice Trading Platform** means a client application for Mobile Devices operated by the Bank, which communicates with the Bank's server and through which

the Bank provides the Client with the Mobile Investments service; It is available in two language versions (Czech and English).

**RBroker Trading Platform** means the Internet Investments service.

**Tax Domicile Certificate** means an official document establishing the Client's tax residency.

**Technical Fund Parameters for Long-Term Investment Product** mean a document issued by the Bank, which contains in particular detailed information on the minimum volumes for the purchase and redemption of Investment Funds, rules applicable to the execution of transactions with Investment Funds, settlement terms and numbers of Investment Funds. The Bank is entitled to amend the Fund Parameters document with regard to updated technical and organisational rules applicable to the Investment Funds, all in the manner and in times stated in the Fund Parameters document.

**Parameters of Fractions of Investment Instruments** means a document issued by the Bank which contains, in particular, detailed information about trading with Fractions of Investment Instruments, rules for executing trades with Fractions of Investment Instruments, settlement periods, and more.

**Instruction** means an order given to the Bank to perform services according to Articles III, IV and V of the Product Conditions.

**Portfolio** means the Client's Investment Instruments registered by the Bank in the Client's Asset Account, the Client's Funds registered in Accounts and, if applicable, other assets that may be assets within the Long-Term Investment Product under ZPKT.

**Payment Order** means the Client's instruction to carry out payment transactions on the Account.

**PIN** means a four-digit code used for Authentication within the Raiffeisen investice Trading Platform services and for Certification. The code may be valid for a limited or unlimited term, and it is also used to protect communications between the Client and the Bank and to sign Instructions or Agreements or other documents.

**Agreement** means a Long-Term Investment Product Agreement.

**Key Information Documents** mean documents issued by creators of certain Investment Instruments pursuant to Regulation (EU) No. 1286/2014 of the European Parliament and of the Council on key information documents for packaged retail and insurance-based investment products, pursuant to Act No. 240/2013 Coll. on investment firms and investment funds, or other regulations, if any.

**Combining of Instructions** means the Bank's option to execute the Client's Instruction with a transaction or instruction of another Client.

**Account** means an account opened and maintained by the Bank pursuant to the Agreement.

**Public Website** means websites operated by the Bank (such as [www.rb.cz](http://www.rb.cz), <https://investice.rb.cz>, <https://priips.rb.cz>).

**Settlement System** means third parties carrying out settlement of transactions with Investment Instruments, particularly clearing systems, such as Euroclear or Clearstream.

**Final Receivable** means the only receivable of one Contracting Party from the other Contracting Party and the corresponding debt of the other Contracting Party.

**Markets** mean regulated markets in the Czech Republic and

abroad, including multilateral trading systems or also non-regulated markets. The list of Markets is stated in the Price List or on the Public Website.

ZDP means Act No. 586/1992 Coll., on income tax, as amended.

ZPKT or Capital Market Act means Act No. 256/2004 Coll. on capital market undertakings, as amended.

### III. Provision of transactions with Investment Instruments

- 31 The Bank accepts Instructions from the Client in relation to Investment Instruments, always provided that the Bank is legally, operationally and commercially competent to execute the Instruction regarding the Investment Instrument for the Client.
- 32 For the effective term of the Instruction, the Client grants to the Bank exclusive rights of disposal with the Investment Instruments that are subject to the transaction. To fulfil its obligations arising out of the Instruction, the Bank is entitled to sell the Client's Investment Instruments from its assets or to buy the Investment Instruments from the Client.
- 33 If the Client places Instructions in respect of Investment Instruments stated in the Fund Parameters document, the Bank undertakes to carry out the Instruction in accordance with the conditions stipulated in the document.
- 34 If the Client submits an Instruction for a Fraction of an Investment Instrument specified in the document Parameters of Fractions of Investment Instruments, the Bank undertakes to execute the Instruction in accordance with the conditions set out in this document. By submitting an Instruction for a Fraction of an Investment Instrument, the Client acknowledges that the settlement of the Client's Instruction for a Fraction of an Investment Instrument will be carried out under the Combining of Instructions regime. The Client acknowledges and expressly agrees that Combining of Instructions may be less advantageous for them than individual, i.e., immediate execution of the Instruction, especially with regard to the price of the Fraction of the Investment Instrument. For Fractions of Investment Instruments, the Bank only allows submission of Instruction without a price limit.

### IV. Management of Investment Instruments

- 41 Investment Instruments managed by the Bank for the Client under the Agreement are foreign and domestic dematerialized securities. The Bank performs management of Investment Instruments as of the moment when the Investment Instruments are credited to the Asset Account.
- 42 As part of management of Investment Instruments for the Client, the Bank undertakes to perform the following acts required to exercise and maintain the rights associated with the Investment Instrument, however only unless the Client's Instruction determines otherwise:
  - d) demand fulfilment of obligations associated with the Investment Instrument, submit Investment Instruments at maturity for repayment of the amount due and submit Investment Instruments for payment of

- b) dividends, yield or any other benefits;
- b) on behalf of the Client and on the Client's account, perform all acts the Bank deems to be necessary in connection with receipt of payments, acceptance of income, yield or preservation of other rights associated with the Client's Investment Instruments;
- d) collect from the Client's Account amounts corresponding to the Bank's remuneration as well as any fees and other cost the Bank must incur on the basis and in accordance with the Agreement for the maintenance of the Long-Term Investment Product or related services;
- d) debit from, accept or credit to the Asset Account or Account any revenue, payments, yield or any other benefits in connection with Investment Instruments;
- e) conclude required agreements with third parties relating to legal acts required for proper performance of the Bank's obligations under the Agreement;
- f) transfer Investment Instruments to another Authorized Manager even without the Client's consent in the event of changed Authorized Manager;
- g) perform any acts towards Settlement Systems and Authorized Managers as necessary or advisable to let the Bank provide the Client with services according to the Agreement;
- h) sign any affidavits, confirmations and other documents relating to ownership of Investment Instruments as may be required in connection with the management and settlement of Investment Instruments pursuant to applicable legislation by any tax authority or any regulatory authority or another authorized state authority in any relevant jurisdiction;
- i) inform the Client in agreed intervals about the balance of Investment Instruments on accounts held with the Bank and, in the case of extraordinary changes or movements on the accounts, inform the Client without undue delay after such a change occurs, in the form of a written confirmation (in the event of receipt of Investment Instruments to the Asset Account or transfer of Investment Instruments from the Asset Account based on the Client's Instruction) or in another written form (in the event of another change); and
- j) exercise exchange or preemptive rights associated with Investment Instruments, particularly exercise the right to exchange Investment Instruments in the event of dissolution of the issuer for Investment Instruments of the successor company, or exercise the right to cash payment, as well as exercise other rights relating to cancellation, dissolution or liquidation of an issuer of Investment Instruments.

- 43 In the case of Investment Instruments associated with voting rights, the Contracting Parties explicitly agreed that the Bank shall not exercise any voting rights.

### V. Settlement of transactions, returns on Investment Instruments

- 51 At the Client's Instruction, the Bank undertakes to arrange for the settlement of transactions with Investment Instruments already concluded by the Client on the basis of delivery versus payment, i.e. delivery of the Investment Instrument against payment of the purchase price. The

Contracting Parties are also entitled to agree on a different settlement method.

- 52 All returns on Investments Instruments, whether capital gains from the sale of an Investment Instrument or interest or dividend yield, shall be credited exclusively to the Accounts maintained under this Agreement. If the Investment Instruments are not managed by the Bank, the Client shall ensure that such returns are credited to the Account; The Bank shall provide the necessary assistance to this end.

## VI. Advisory services

6.1. In the event that the Client provides the Bank with information (i.e., answers the Bank's questions according to the investment questionnaire) to the extent required by the Bank for the provision of investment advisory services, the Bank is entitled, based on the information obtained in this way, to provide a one-time investment

advisory service, i.e., investment advice regarding a specific Investment Instrument. The Bank provides investment advisory services in a non-independent (i.e., dependent) advisory regime, due to the limited range of selected Investment Instruments from the Raiffeisen group or Investment Instruments for which the Bank, at its discretion, provides investment advice. The Bank informs the Client about the details of the provision of investment advisory services in the document "Information on the Provision of Dependent Investment Advice by Raiffeisenbank a.s.," which is an integral part of these Product Conditions.

## VII. Provision of current information about prices of Investment Instruments

7.1. Up-to-date information on the prices of Investment Instruments is available directly in Raiffeisen investice Trading Platform or in RBroker Trading Platform. Information on the Raiffeisen investice Trading Platform or RBroker Trading Platform is subject to delay and may differ from the final purchase or sale prices of Investment Instruments.

## VIII. Account opening and maintenance

81 For a Client already holding a current account from the Bank, the Bank opens one or more Accounts with the Bank, serving only for the purposes of financial settlement for services provided by the Bank under the Agreement. The Accounts are opened by the Bank within three (3) days from the date of concluding the Agreement. The Bank shall perform direct debits of funds from the Accounts without a placed Payment Order, all in a manner to execute all Instructions and transactions under the Agreement in a proper and timely fashion. Provision of the Bank's services pursuant to the Agreement depends on the existence of at least one Account and the existence of a current account maintained by the Bank for the Client based on special contractual conditions, in accordance with Sec. 1727 of the Civil Code.

82 The Client is not entitled to withdraw Funds from Accounts

[◀ Back to content](#)

in cash. The Client is entitled to transfer Funds via Raiffeisen investice Trading Platform or RBroker Trading Platform from the Account by wire transfer to accounts maintained by the Bank as part of the Long-Term Investment Product; transfers to other bank accounts may only be made in accordance with Article 12.4 of the Product Conditions, and only in respect of the entire balance of the Funds. Upon withdrawal of Funds from the Account, the Agreement shall be terminated. This does not apply when transferring Funds from the Account in accordance with Article 12.5 of the Product Conditions. If the case of debts of the Client to the Bank, the Bank is entitled not to allow transfer of Funds from the Account to accounts held with the Bank.

83 The Client is obliged to maintain such available balance of the Accounts to allow for carrying out any and all payments realized under the Agreement from the Accounts as they become due. The Bank is entitled to refuse to carry out a Payment Order to transfer the Client's Funds if after realization of the Payment Order the Account showed an insufficient balance of Funds to settle all the Client's debts to the Bank created on the basis of the Agreement, this does not prevent the Bank from executing the Payment Order, debiting the Account into a negative balance, and proceeding according to Article 8.10 of these Product Conditions.

84 The Bank and Client agreed that in the event of positive balance of Funds on the Account such balance will not be subject to accrued interest. The Bank is entitled to apply interest on the positive balance of Funds on the Account at the annual rate announced for current accounts held with the Bank in the Interest Rates List. Interest is credited to the Accounts as at the end of each calendar month. For the purposes of calculating interest on the Funds the parties agree that a calendar year has three hundred and sixty-five (365) days.

85 The Bank shall inform about the balance of Accounts and movements of Funds on the Accounts by means of Account statements or in another form, all in an Information Message.

86 The Bank is entitled to require the Client to make a minimum initial deposit to the Accounts. Failure to comply with this obligation establishes the Bank's right to withdraw from the Agreement.

87 The Bank is entitled to debit Funds even without the Client's consent particularly in the following cases:

- a) as a result of settlement of the Bank's receivables from the Client or related services;
- b) to settle amounts that the Bank or a third party is entitled to debit under the Agreement or related services;
- c) based on a final and enforceable ruling of an authorized authority or on the basis of legislation; and
- d) as a result of correction of the amount of accepted dividend, interest yield or other payment at request from the Authorized Manager.

88 Save for cases governed by legislation, the Bank is entitled to block Funds on the Account in the following cases:

- a) the Bank has doubts as to whether the disposal with the Funds on the accounts is to cause damage to the Client, Bank or another party;
- b) there are debts between the Bank and Client, where the

- Bank is ready to fulfil its debt, or has already fulfilled it, but the Client is or has not; in such circumstances the Bank is entitled to block Funds on the Accounts up to the expected or agreed amount of the Client's debt. If the Bank has fulfilled its debt consisting of an obligation to transfer Funds to the Client's account, but the Client has not fulfilled his debt yet, the Bank is entitled, until the fulfilment of the debt by the Client, to block the Funds paid by the Bank on the Account;
- c) the Account shows insufficient Funds to carry out corrective settlement in accordance with the relevant legislation, where the Bank is entitled to block Funds on the Account until the day when such Account receives Funds in the amount of the incorrectly accounted amount, however for no more than three (3) months from the date of the accounting error. On the day when Funds in the relevant amount are credited to the Client's Account, or on the following Banking Day, the Bank shall debit the incorrectly accounted amount from the Account and shall remit it to the bank that caused the accounting error. If as of the last day of the period stated in this article the Account fails to show the full incorrectly accounted amount, the Bank shall debit a lower amount corresponding to the Account's available balance and shall remit it to the bank that caused the accounting error.
- 89 The Client represents that he is the beneficial owner of interest or income of interest nature arising from the Account and does not act as a representative or intermediary of a third party, unless the Client informs the Bank otherwise. If the Client's account shows insufficient Funds to pay the Bank's remuneration and cost for the maintenance of the Long-Term Investment Product or related services, the Bank, following prior failed notice to supplement Funds on the Account delivered to the Client, is entitled to settle its receivable from the Client (i) from any other account maintained by the Bank for the Client (if any) and/or (ii) from the Asset Account, all in a manner of selling a number of Investment Instruments registered on the Asset Account so that the Funds obtained on the basis of such sale settle the Bank's due receivables, provided that the Bank shall transfer any positive difference to the Client's Account. Failed notice pursuant to the previous sentence means a situation where the Client fails to arrange for the required funds on the Account within ten (10) banking days from receipt of the Bank's written notice to supplement the amount of Funds on the Account and fails to agree with the Bank on another form of settling his debt. Where such sale of Investment Instruments occurs, the Bank is obliged to sell the Investment Instruments with due professional care, only for the highest market price attainable at the particular moment.
- 810 If the Bank maintains more than one account for the Client and any of such accounts shows negative balance (debit) while any other account of the Client shows positive balance (credit), the Bank is entitled to carry out any transfers between the Client's accounts and Account that result in removal or reduction of the overall negative balance (debit) on the Client's accounts or Account, all also without the Client's instruction.
- 811 In the event that the balance of the Account as at the moment of termination the Agreement is positive, the Bank shall set off
- the Bank's receivables from the Client against the balance and shall settle the payment transactions. Consequently, the Bank shall remit the remaining Funds within forty-five (45) days from the date of expiration of the Agreement in accordance with the Client's instruction, specifically to one designated account maintained by an authorized banking institution in the territory of the Czech Republic.
- 812 If a receivable of the Bank from the Client can be expected to arise after termination of the Agreement, the Bank is entitled to retain Funds, which it would be otherwise obliged to remit to the Client, in an amount adequate to the anticipated amount of the receivable, all as security and for up to forty-five (45) days from the date of expiration of the Agreement. If before release of such Funds to the Client the Bank ascertains a receivable from the Client, it may settle such receivable from the retained Funds.
- 813 The Client is not entitled to assign its receivables under any Accounts maintained by the Bank to a third party. The Client is only entitled to pledge its receivables under Accounts subject to the Bank's consent. Without the Bank's consent, the Client is not entitled to end the existence of the Accounts, nor a current account maintained by the Bank for the Client based on special contractual conditions. without terminating the Agreement.
- 814 In the case of disposal with Funds on the Account, the Client is bound under the Technical Conditions of Raiffeisenbank a.s. and the Information on Payment Deadlines document. These documents form part of the Agreement.
- ## IX. Asset Account maintenance
- 9.1. The Bank shall open and maintain for the Client one or more Asset Accounts in the Client's name to register Investment Instruments acquired under the Agreement. The Bank is entitled to change elements of the Asset Accounts, assign and change Asset Account identifiers and merge Asset Accounts, all without the Client's consent. The Bank is always obliged to inform the Client about any changes to the Asset Accounts.
- ## X. Sending of information about executed Instructions and asset balance
- 101 The Bank provides the Client with Raiffeisen investice Trading Platform and/or RBroker Trading Platform. The Bank undertakes to regularly inform the Client about the Account balance and movements of Funds on the Account by means of a statement of the Account sent to the Client by the end of January following the end of the relevant calendar year. The Account statement is sent to the Client by the end of the calendar month following expiration of the agreed term, specifically by sending an InformationMessage.
- 102 The Bank provides the Client with information on the balance of and movements on the Asset Account in Raiffeisen investice Trading Platform and/or in RBroker Trading Platform.
- 103 The Bank provides the Client with a statement regarding the amount of the Client's contribution to the Long-Term Investment Product for the purposes of the Client's tax return. The Bank shall provide the statement in the manner and time

as set out in Article 10.1 of the Product Conditions.

- 104 In the event that the Funds sent to the Account by the employer of the Client, are identified with an incorrect or no Annex of the Agreement regarding payment instructions or do not contain it at all, the Client acknowledges that the Bank is not obliged to include such payment in the statement according to Article 10.3 of the Product Conditions.
- 105 The Bank undertakes to inform the Client about a transaction with an Investment Instrument through a confirmation in times stipulated by law. If requested by the Client, the Bank shall also inform the Client about a pending Instruction without undue delay.
- 106 If the Client fails to confirm the confirmation within 24 (twenty-four) hours from delivery and also fails to state his or her objections against the content of the confirmation in the said time, the original confirmation shall be deemed confirmed, accurate and correct (unless proven to the contrary), save for obvious errors. The provisions of Sec. 1757 of the Civil Code shall not apply.
- b) View standard client reports and use other available Portfolio views,  
c) Receive messages from the Bank,  
d) Submit Instructions.
- 11.3 Conditions of operation of Raiffeisen investice Trading Platform  
The Bank reserves the right to interrupt or restrict the operation of Raiffeisen investice Trading Platform and/or RBroker Trading Platform for as long as necessary, inter alia, for the maintenance of equipment necessary for its operation, in the event of technical or other failures, outages of any kind, including any transmission system failures, delays, interruptions in operation or transmission or interruption of the functioning of the Internet, attacks by computer viruses or other unauthorized attacks by third parties, or any other system failure at the Bank level or outside the Bank. The Bank does not guarantee unrestricted and uninterrupted access of the Client to Raiffeisen investice Trading Platform and is not liable for any damage incurred in connection with the unavailability or malfunctioning of Raiffeisen investice Trading Platform, of which the Client is hereby expressly aware.

## **XI. Raiffeisen investice Trading Platform and its use and RBroker Trading Platform and its use**

- 11.1 Conditions of use of Raiffeisen investice Trading Platform and/or RBroker Trading Platform  
Activation and use of Raiffeisen investice Trading Platform requires the Client to meet the prerequisites for access to Raiffeisen investice Trading Platform and to have a Mobile Device with the iOS or Android operating system with an internet connection. When activating the services of Raiffeisen investice Trading Platform, the Client sets the PIN and may also specify another Certification and Authentication method including a biometric identification tool. Activation and use of RBroker Trading Platform requires the Client to meet the prerequisites for access to RBroker Trading Platform and to have access to a computer connected to the internet.
- 11.2 Scope of Raiffeisen investice Trading Platform service and RBroker Trading Platform service
- 1121 As part of Raiffeisen investice Trading Platform, the Client is entitled to use the following features:
- a) Get current information about the balances of the Client's Portfolios, realized transactions, deposits, past performance, top positions and allocation of Portfolios,
  - b) View his or her Portfolio,
  - c) Receive Information Messages from the Bank,
  - d) Place Instructions, if the Client has concluded the Agreement through Raiffeisen investice Trading Platform.
- 1122 As part of RBroker Trading Platform, the Authorized Person is entitled to use the following features:
- a) Get current information about the balances of the Client's Portfolios, realized transactions, withdrawals, past performance, top positions and allocation of Portfolios,
  - b) The Client shall access Raiffeisen investice Trading
- 11.4 The Bank is not obliged to check the accuracy of data entered by the Client.
- 11.5 By entering the appropriate PIN or another Electronic Identification Tool or a combination thereof, the Client expresses consent to realization of the relevant act (particularly Instruction) requiring the PIN or the other Electronic Identification Tool or a combination thereof. The Bank and the Client agreed that the PIN, optionally combined with another Electronic Identification Tool, or the use of another Electronic Identification Tool alone represent the Client's Electronic Signature or lead to the creation of the Client's Electronic Signature.
- 11.6 The Bank shall inform the Client in an Appropriate Manner about all relevant facts related to the availability of Raiffeisen investice Trading Platform and/or RBroker Trading Platform.
- 11.7 The Client shall communicate with the Bank through Raiffeisen investice Trading Platform installed on a Mobile Device with an Internet connection. The application is available for download in App Store (for iOS Mobile Devices) and Google Play (for Android Mobile Devices) application stores or via services that will replace them, or other relevant applications, under the name of "Mobilní aplikace Raiffeisen investice". The Bank allows Internet Investments Clients to communicate with the Bank through the internet public data network. The address to sign in to Internet Investments is posted on the Public Website and may vary depending on the Electronic Key type used by the Client.
- 11.8 Security of Raiffeisen investice Trading Platform and/or RBroker Trading Platform  
General security principles:
- a) The Client may have only one PIN, optionally in combination with another method of Certification and Authentication by means of a biometric identification tool. The Client shall particularly choose a PIN that cannot be derived.
  - b) The Client shall access Raiffeisen investice Trading

- Platform for the first time via the Bank's Mobile Banking, which prepares the Client's Authentication for Raiffeisen investice Trading Platform.
- c) Electronic Identification Tools are non-transferable and must not be disclosed in any manner to a person who is not the authorized holder.
  - d) Electronic Identification Tools are issued solely to be used in connection with services provided by the Bank, particularly services provided within Raiffeisen investice Trading Platform and/or RBroker Trading Platform.
  - e) The Bank is entitled to block any Electronic Identification Tool for security reasons, particularly in the event of suspected loss, theft, abuse, unauthorized use or fraudulent use of the Electronic Identification Tool.
  - f) The Client is obliged to change the PIN code at the Bank's request.
  - g) The Client is obliged to take all measures to ensure the security of use of Raiffeisen investice Trading Platform and/or RBroker Trading Platform. In particular, the Client shall not record his or her passwords and codes in an easily recognizable or easy-to-guess form and shall not disclose such to third parties. Furthermore, the Client is obliged to protect his or her Electronic Identification Tools from theft or abuse by any person. The Bank shall not be liable for any damage incurred by the Client as a result of choosing an easily recognizable or easy-to-guess password, disclosing it to third parties or due to insufficient protection of Electronic Identification Tools.
  - h) In the event of theft, abuse, loss, unauthorized use or suspected theft, abuse, loss or unauthorized use of Electronic Identification Tools, the Client is obliged to immediately report the fact to the Bank in an appropriate manner (particularly by calling the infoline at +420 412 440 000 or the blocking line at +420 412 446 402, or in person at the nearest Business Location).
  - i) In the event of suspicious phone calls, particularly if the Client is not certain whether he or she communicates with a representative of the Bank, the Client is obliged to contact the Bank via the infoline at +420 412 446 402.
  - j) By entering into any agreement that these Product Conditions form part of the Client represents that he or she has read and is aware of the recommendations relating to the security of Raiffeisen investice Trading Platform and/or RBroker Trading Platform. This document is available on the Public Website.
- 11.9 Using Raiffeisen investice Trading Platform
- a) Access to Raiffeisen investice Trading Platform is protected by the chosen password (PIN) and, if applicable, by a method including a biometric identification tool. The Client obtains the above in the course of the activation of Raiffeisen investice Trading Platform.
  - b) During the activation in Raiffeisen investice Trading Platform, the Client chooses the PIN (four-digit code) and the method of Authorization and Certification, which may include a biometric identification tool.
  - c) To sign Instructions, the Client shall use PIN that creates an Electronic Signature on the basis of the correctly entered PIN or biometric identification tool.
  - d) For security reasons, the Bank automatically blocks the PIN after three (3) invalid attempts to enter the PIN. The Bank allows creation of a new PIN at request.
- 11.10 Liability for damages
- The Bank is not liable for damages resulting from the reasons and to the extent as agreed in the relevant provisions of GBC, particularly for damages caused by temporary unavailability of Raiffeisen investice Trading Platform and/ or RBroker Trading Platform, telephone network failures, data network failures, or failures on the part of a mobile operator or internet service provider.
- 11.11 The Client undertakes to:
- a) use Raiffeisen investice Trading Platform and/or RBroker Trading Platform only in the manner specified in these Product Conditions, the Agreement, Technical Conditions and GBC,
  - b) at request of the Bank or Market organizer, to submit information about the use of information stated by Markets in Raiffeisen investice Trading Platform and/ or RBroker Trading Platform, or to allow an audit of the Bank or Market organizer relating to the use of information stated by Markets in Raiffeisen investice Trading Platform and/or RBroker Trading Platform, or to make a written statement as requested by the Bank or Market organizer and to deliver it to the Bank,
  - c) not use the data provided by Markets in Raiffeisen Investice Trading Platform and/or RBroker Trading Platform in any other way than in the manner and for the purposes specified and agreed in the Agreement.
- 11.12 The Client agrees that the Bank provides information about the Client forming part of the banking secret and relating to the Agreement and scope of use of Raiffeisen investice Trading Platform and/or RBroker Trading Platform and information provided by Markets in Raiffeisen investice Trading Platform and/or RBroker Trading Platform, all at request of the Market organizer.
- 11.13 The Client agrees to the contractual conditions and rules of Market organizers, where the Bank shall mediate knowledge of the contractual conditions and rules of the relevant Market organizers to the Client at the Client's request.
- ## XII. Placement, execution and settlement of Instructions
- 121 Services according to Article III, IV and V of the Product Conditions are provided by the Bank on the basis of Instructions placed by the Client and during the Trading Hours.
- 122 The Client's Instructions are placed through Raiffeisen investice Trading Platform and/or RBroker Trading Platform. The Client is only entitled to place Instructions through Raiffeisen investice Trading Platform and/or the RBroker Trading Platform, however this does not apply in the cases specified in Article 12.4 of the Product Conditions.
- 123 An Instruction becomes effective as of the moment when accepted by the Bank.
- 124 In the case of an Instruction, the execution of which results

in the payment of Funds or the debiting of assets from the Long-Term Investment Product:

(a) in favour of the Client before the expiry of 120 calendar months from the creation of the Long-Term Investment Product or before the calendar year in which the Client reaches the age of 60,

(b) in favour of a third party during the Client's life without consideration or in the event that the amount of consideration in favour of the Long-Term Investment Product is set by agreement between the Client and the third party outside a regulated market or multilateral trading system or outside comparable foreign markets, while the Bank has doubts as to whether or not the Client

will be obliged to return the tax support under ZDP as a result of the execution of such an Instruction, the Bank shall inform the Client on a durable data carrier that as a result of the execution of the Instruction, the Client may be obliged to return the tax support. In such a case, the Instruction shall come into effect only at the moment when the Client delivers to the Bank a statement on a durable data carrier that he or she is aware of such possible impacts.

125 Without prejudice to Article 12.4 of the Product Conditions, and in order to fulfill its legal obligations in the case of a misdirected payment sent by a third party to the Account, the Client may request the Bank to return the relevant amount to the account of the third party that made the misdirected payment to the Account. For this purpose, the Bank will require the Client to provide documentation to prove that it was indeed a misdirected payment, and the relevant amount will be returned to the account of the third party that made the misdirected payment only after this fact has been established. The Bank reserves the right to refuse the Client's request for the return of the relevant amount if the evidence provided by the Client is insufficient, or if the circumstances of the case suggest that an illegal act has occurred. The Client further acknowledges that in the case of returning the relevant amount from the Account to the account of the third party that made the misdirected payment, the Bank cannot exclude the possibility that the Client may have an obligation to return the provided tax support according to ZDP. The Bank shall inform the Client of this fact on a durable medium and shall carry out the relevant payment only at the moment when the Client delivers to the Bank a statement on a durable medium that he or she is aware of such possible impacts.

126 For the avoidance of any doubt, the Client's entitlement to request the return of a misdirected payment as per Article 12.5 of the Product Conditions does not apply to a misdirected payment sent by the Client to the Account.

127 Once effective, the Instruction can be modified or cancelled only in cases when the Bank is objectively able to realize the change or cancellation process. If the Bank is no longer able to modify the terms entered in the Instruction or to cancel the transaction placed via the Instruction, the Instruction shall be executed in accordance with the Client's original requirements.

128 Unless the Contracting Parties agree otherwise, the Bank accepts Instructions valid for at least one day and up to thirty days in advance.

129 The Bank reserves the right to refuse to accept an Instruction for certain types of Investment Instruments or for a certain issue of Investment Instruments, or for the conclusion of a transaction with a certain Investment Instrument, if acceptance of the Instruction were in conflict with applicable law, internal regulations of the Bank or if the Bank were unable to ensure execution of the Instruction with due professional care. The Bank must inform the Client about such refusal immediately. The Bank points out to the Client that it may not be possible to sell some Investment Instruments through Raiffeisen investice Trading Platform and/or RBroker Trading Platform.

1210 In the case of the Client submitting the Instruction with price limits for closing a transaction with an Investment Instrument, price limits are set based on individual Instructions of the Client. If no price limit is specified, the Contracting Parties agree that the Bank is obliged to buy the Investment Instrument for not more than lowest price and to sell it for not less than the highest price, for which the Bank could have bought or sold the Investment Instrument on a regulated market if exercising professional care. If the particular Investment Instrument is not traded on a regulated market, the Bank is obliged to buy the Investment Instrument for the lowest price it could have bought it for if exercising professional care, and to sell the Investment Instrument for the highest price it could have sold it for if exercising professional care. For a Client's Instruction submitted outside Trading Hours without a specified price limit, the final price of the Investment Instrument may differ from the price shown on the Raiffeisen investice Trading Platform or RBroker Trading Platform, depending on market price developments and/or other events.

1211 The Client acknowledges that by submitting an Instruction without specifying a price limit, due to market price developments or other events, the execution of this Instruction may result in a negative balance (debit) on the Account. However, this does not prevent the Bank from executing the Instruction, debiting the Account into a negative balance, and proceeding further according to Article 8.10 of these Product Conditions. The Client further acknowledges that in the case of a regularly recurring Instruction that was not executed due to insufficient available Funds in the Account, this Instruction will not be executed in the future either.

1212 The Client acknowledges that the Bank is entitled to set a maximum amount for each Instruction of the Client to buy or sell Investment Instruments. The Bank informs the Client about the maximum amount applicable to the Client's individual Instruction through the Raiffeisen investice Trading Platform or RBroker Trading Platform. Furthermore, the Client acknowledges that if an Instruction exceeding the maximum amount set by the Bank is submitted, such an Instruction may not be accepted or executed by the Bank.

1213 The Bank is obliged to maintain records of all Instructions and inform the Client without undue delay about realization of an Instruction or the fact that the Instruction cannot be realized in full or in part. The Client is informed by the Bank about realization of an Instruction by means of a written confirmation. The Contracting Parties agreed that the Bank

may sign the confirmation by automated machine signature (or it does not have to be signed by the Bank at all); however, it must always be on the Bank's letterhead paper. If an Instruction cannot be realized in full or in part, the Bank, as part of informing about such situation, shall also inform the Client about the reason why it is not possible to realize the Instruction in full or in part.

- 1214 The Bank is entitled to perform Combining of Instructions, unless it is likely that the Combining of Instructions will be less favourable for the Client than independent execution of the Instruction. By signing the Agreement, the Client acknowledges that under certain circumstances, Combining of Instructions may be less favourable for the Client than independent execution of the Instruction by the Client. Where the Client places an Instruction to buy Investment Funds, expressing the financial volume in a certain currency, for which the Bank is supposed to procure purchase of the Investment Funds with the relevant Investment Firms, the Client agrees that in such case the Bank submits the order to the Investment Firms as a Combined Instruction. In such case, the Bank is entitled to round the volume of money by up to 1% of the volume and to round the number of purchased Investment Fund units. The final quantity and the volume of money are stated in the confirmation of realized transaction.
- 1215 In connection with an Instruction the Contracting Parties may agree on a Limit if potential extraordinary debts may arise for the Client in connection with the transaction carried out on the basis of such Instruction. If there is a Limit agreed between the Contracting Parties, the Bank shall inform the Client about loss exceeding the Limit (usually by telephone) without undue delay, however not later than by the end of the trading day of exceeding the Limit or the next trading day if the Limit is exceeded on a non-trading day. The Bank does not violate its obligation stipulated in this article of the Agreement if it fails to reach the Client using any of the Client's agreed contact details.
- 1216 The Client may not place an Instruction with the Bank to buy or sell Investment Instruments or to settle a transaction with Investment Instruments with the knowledge that the Client will be unable to meet his or her obligations arising out of the execution and settlement of such an Instruction.
- 1217 For the effective term of the Instruction, the Client grants to the Bank exclusive rights of disposal with the Investment Instruments that are subject to the transaction.
- 1218 In the case where the currency stated in the Instruction for settlement is different from the currency of the Account (as the term is defined above), or also in other cases when necessary to ensure the proper provision of services according to the Agreement, the Bank is entitled to perform the necessary currency conversion with or without prior notice to the Client, by using the buy/sell foreign exchange rate announced by the Bank on the day of the conversion, unless the Bank and the Client agree otherwise.
- 1219 The Client undertakes that if he or she places an Instruction to buy Investment Instruments (and/or to provide settlement of purchase), the Client shall ensure enough

funds in his or her Account to let the Instruction be executed in a timely and proper manner, provided that the required funds shall be credited to the Account on the day of placing the Instruction at the latest. The Bank is entitled to perform direct debit of funds from the Account for the purpose of settlement of a purchase of Investment Instruments.

- 1220 The Client undertakes that if he or she places an Instruction to sell Investment Instruments (and/or to provide settlement of sale), the Client shall ensure that all the Investment Instruments subject to the transaction are in the Asset Account or the Client's Investment Instrument owner account at CDCP on the day of settlement of the sale at the latest. The Client is obliged to ensure and verify that the Investment Instruments qualify for settlement under the Agreement in all respects, in particular that the Investment Instruments are not false or stolen. The Client undertakes to place an Instruction to sell Investment Instruments (and/ or to settle sale) only in respect of Investment Instruments actually owned by the Client, or to which Investment Instruments the Client has an established exclusive right of disposal.
- 1221 The Client may only establish a security interest or another third-party right in respect of the Investment Instruments held by the Bank for the Client under this Agreement with the prior consent of the Bank.
- 1222 The Client undertakes not to submit an Instruction to sell (and/or provide settlement of sale or transfer) Investment Instruments that are already subject to an Instruction issued to the Bank to sell them (and/or provide settlement of sale) through another securities trader, and not to pledge or otherwise encumber Investment Instruments that are already subject to an Instruction issued to the Bank to sell them (and/or provide settlement of sale), all throughout the effective term of the Instruction or until full settlement of the transaction realized on the basis of such Instruction.
- 1223 The Client also undertakes to provide the Bank with information required for proper settlement as part of the Instruction.
- 1224 The Client is aware that the Bank forwards Instructions to buy or sell foreign share certificates to the relevant Investment Firms through foreign securities traders. The Bank forwards such Instructions accepted from the Client to the Investment Firms without undue delay after acceptance; however, in doing so, the Bank is obliged to respect the closing times for acceptance of Instructions as stipulated and amended by such Investment Firms. The Bank is entitled to also use own closing hours for accepting Instructions from Clients instead of closing hours of Investment Firms; in such case, the Bank is obliged to announce the information to the Client in an adequate manner (such as on the Public Website).

### XIII. Rights and obligations of the Bank

- 131 The Bank has the right to require information from the Client about the purpose and intended nature of the transaction in accordance with the Agreement and about the origin of the Client's Funds. The Bank is obliged to account for Funds and Investment Instruments of the Client registered in the Bank's accounting books based on or in connection with the

Agreement separately from its own Funds and Investment Instruments.

- 132 The Bank is not entitled to use the Client's Funds or Investment Instruments, which are to be disposed with on the basis of the Agreement, for other purposes than for which such were designated by the Agreement and Instructions of the Client. The Bank is not entitled to use the Client's Investment Instruments, entrusted to it for the purpose of performing a service under the Agreement, for transactions on own account. The Client must grant such approval in advance separately for each and every case of use of the Client's Investment Instruments on the Bank's own account. The Bank is entitled to sell Investment Instruments to the Client from own assets, if the parameters of the Client's Instruction are complied with.
- 133 For the purpose of fulfilling its obligations arising out of the Agreement, the Bank is entitled to employ the services of third parties, in particular Authorized Managers and Settlement Systems. The Bank is obliged to proceed with professional care when selecting the Authorized Managers and Settlement Systems. The Client is aware that legal relationships between the Bank and the Authorized Managers and Settlement Systems may be governed by foreign laws or rules and regulations of the specific Markets, particularly stipulating the method of trading, settlement of transactions and management of Investment Instruments on the relevant Market.
- 134 The Bank is not liable for losses incurred by the Client as a result of facts other than violation of the Bank's obligations according to the Agreement. Also, the Bank is not liable for damage caused by violation of obligations by the Client or a third party, fluctuating market prices of Investment Instruments, fluctuating foreign exchange rates, failure or error of Market organizers, Settlement Systems or Authorized Managers, failed data transfers, or circumstances excluding liability.
- 135 The Bank shall provide the Client with Investment Fund statutes (prospectuses) and Key Investor Information Documents through Raiffeisen investice Trading Platform and/ or RBroker Trading Platform or on the Public Website and websites of Investment Firms.

#### XIV. Rights and obligations of the Client

- 141 To accept Instructions and other instructions under the Agreement, the Bank may require to be provided with documents relating to supplementing the Client's Instruction or other instructions. However, the Bank is not obliged to ascertain, require the submission of documents or in any way examine whether the execution of the Instruction will ultimately result in the return of the tax support for the Long-Term Investment Product under ZDP. The Client is obliged to submit all documents as originals or officially certified copies; in the case of documents in a foreign language, the Client is obliged to deliver an official Czech translation of the documents to the Bank. Where the Client submits to the Bank a document issued, confirmed by a foreign entity or containing certification made by a foreign

entity, the Bank is entitled to require superior authentication of the document (i.e. the Apostille or super-legalization). The Client is obliged to ensure that all Instructions and information provided by the Client to the Bank are accurate, true and complete.

- 142 The Client is obliged to inform the Bank about facts that might influence the performance of the rights and obligations of the Client or the Bank under the Agreement, in particular about an initiated insolvency procedure, execution or enforcement of judgment in respect of the Client's assets.
- 143 If the Client's domicile address, place of business or registered office is located abroad or if the Client is a foreign tax resident for any other reason whatsoever, the Client is obliged to submit the Tax Domicile Certificate to the Bank on the effective date of the Agreement at the latest. Furthermore, the Client undertakes to submit to the Bank the Tax Domicile Certificate without request every year during the term of the contractual relationship under the Agreement, always by 31 January of the relevant calendar year at the latest. The Client is aware that if the Client fails to submit such documents, he or she will be subject to taxation without applying the benefits arising out of the relevant double taxation treaty (if any). If the Client's domicile, place of business or registered office is abroad, by submitting the Tax Domicile Certificate the Client represents that (i) any and all income disbursed to the Client by the Bank under the Agreement is subject to the relevant double taxation treaty between the Czech Republic and the state of the Client's tax residency (if any), and (ii) any and all such income is considered the Client's income pursuant to the tax laws of the state of the Client's tax residency. The Bank is entitled to make relevant tax withholding and provisions in respect of income from the sale of Investment Instruments in accordance with applicable legislation and international treaties. In the event of any changes regarding the Client's tax residency and/or if any of the Client's representations

according to this Article is changed or becomes inaccurate or untrue, the Client is obliged to immediately inform the Bank thereof in writing. On the day when the Client places his or her first Instruction to transfer Investment Instruments issued by a tax resident of the United States of America, or issued in the tax regime of the United States of America, to the Client's account (in particular an Instruction to buy such Investment Instruments) or his or her first Instruction to settle a transaction with such Investment Instruments, or at any time at the Bank's request, the Client is obliged to submit to the Bank the duly completed W-8BEN form or a similar document serving for identification of the final owner of the Investment Instruments for the purpose of taxation of income from such Investment Instruments, signed by the Client. If, for any reason, the Client is not the beneficial owner of the income, the Client is obliged to inform the Bank thereof immediately and is obliged to procure all documents, information and notifications related to the beneficial owner of the income, that would otherwise be required from the Client.

- 144 The Bank shall withhold tax in accordance with the applicable legislation and taking into account the Client's tax domicile. If the Client fails to submit documents requested by the Bank to apply a procedure pursuant to a double taxation avoidance treaty, the Bank shall not apply such treaty. Interest yield is subject to tax according to the applicable legislation, international treaties and agreements valid at the time of

crediting the interest. For the taxation of interest income from Fractions of Investment Instruments, the Bank always applies the highest possible withholding tax rate due to their nature. The Client is obliged to provide the Bank with sufficient information for the purpose of fulfilment of the Bank's obligations under this Agreement. Upon violation of the Client's obligations under this Agreement, the Client bears full responsibility for risk arising from incorrect application of withholding tax to the Client. The Bank is not responsible for compliance with the Client's tax obligations not relating to the contractual relationships between the Bank and Client.

- 145 In the event that the Bank performs currency exchange in connection with the Client's payments under this Agreement, such exchange is carried out using exchange rates stipulated by the Bank in the list of foreign exchange rates. The Bank makes the list of foreign exchange rates available to Clients through the Public Website and Business Locations. In the list of exchange rates, the Bank is entitled to announce foreign exchange rates determined by the Bank based on the situation on the foreign exchange market and the conditions for the application of such exchange rates.

## XV. Consideration and payments

- 161 The Client bears full responsibility for ensuring that the relevant Account shows enough Funds at all times. Enough Funds means Funds amounting to a value at least equal to the total remuneration for the services provided by the Bank to the Client and amounts necessary to realize the Instructions and services of the Bank pursuant to the Agreement.
- 162 The Client agrees that the Bank performs Client classification according to Market rules, where such classification may have an impact on the amount of consideration according to the Agreement.
- 163 The Bank is entitled to collect Funds from any account maintained by the Bank for the Client in order to settle a financial debt of the Client to the Bank that is due at any time and without prior notice to the Client. If mutual receivables are denominated in different currencies, such can be settled in this manner if the currencies are freely exchangeable, provided that the extent of settlement is subject to the valid foreign exchange rate specified by the Bank in the list of exchange rates for the day when the Bank collects the Funds.

## XVI. Provisions regarding final settlement

- 161 In relation to all transactions concluded between the Contracting Parties on the basis of the Agreement (or in relation to all mutual receivables of the Contracting Parties arising from such transactions, including receivables under payment of conditioned receivables and receivables that are to arise or should arise and accessions to such receivables), the Agreement is a final settlement agreement within the meaning of Sec. 193 of the Capital Market Act and provisions replacing Sec. 193 of the Capital Market Act, and of Act No. 182/2006 Coll. on bankruptcy and settlement, as amended, or an Act replacing it. If any of the Client's representations pursuant to Article II of the

Agreement proves to be or becomes untrue, the Bank is entitled to unilaterally determine the Set-Off Date in a manner that the result will be only one receivable of one Contracting Party from the other Contracting Party, i.e. the Final Receivable, and the corresponding debt of the other Contracting Party in the amount of the difference between the aggregate amounts of values of mutual receivables of the Contracting Parties created on the basis of this Agreement, determined by the Bank in good faith and in a commercially reasonable manner, particularly on the basis of market rates of the relevant currencies and Investment Instruments as at the Set-off Date. The Bank is obliged to inform the Client about the Set-off Date and the amount of the Final Receivable without undue delay. The final settlement pursuant to this Agreement shall be settled in the manner that the relevant Contracting Party pays to the other Contracting Party the amount of the Final Receivable within five (5) banking days following the Set-off Date (if the Bank is the obligated party) or following the date when the notice of the Set-off Date and amount of the Final Receivable is delivered to the Client (if the Client is the obligated party).

- 162 Provisions of Article 16.1 of the Product Conditions are applied between the Contracting Parties if the Client meets the conditions stipulated in Sec. 7 of Act No. 408/2010 Coll. on financial collateral, as amended.

## XVII. Cooperation and communication

- 171 The Bank is entitled to require a proof of identity of the Client prior to conclusion and during the term of the Agreement, all on the basis of documents specified to the Client by the Bank. For the purpose of identification of the Client in the context of mutual communication, the Bank is also entitled to use the Client's birth registration number or date of birth or its part. The Client is obliged to inform the Bank without undue delay about loss or theft of documents related to the Agreement and documents serving for verifying the identity of the Client. The Client undertakes to notify the Bank if he or she is or becomes a politically exposed person within the meaning of Act No. 253/2008 Coll., on selected measures against legitimisation of proceeds of crime and financing of terrorism, as amended.
- 172 The Bank delivers letters and information to the Client through the contacts specified by the Client in the Agreement or through Raiffeisen investice Trading Platform and/ or RBroker Trading Platform. The Bank is also entitled to communicate with the Client through Raiffeisen investice Trading Platform and/or RBroker Trading Platform and to deliver information under the Agreement to the Client through Raiffeisen investice Trading Platform and/or RBroker Trading Platform. Contact addresses, contact persons, telephone and fax numbers of the Bank are stated in a list published on the Public Website. The Client is obliged to inform the Bank about changes to the data stated in the Agreement at the Bank's Business Location, always in the form acceptable to the Bank.
- 173 For cases where Raiffeisen investice Trading Platform and/ or RBroker Trading Platform is temporarily unavailable, on the basis of telephone communications directed to the telephone numbers and designated members of staff of the Bank, the

Bank is entitled to: (i) provide the Client with information regarding the balances of funds on his or her Account; (ii) provide the Client with information about the status of processing submitted Instructions; and (iii) accept agreed terms and an Instruction to buy or sell Investment Instruments and/or provide settlement of purchase or sale of Investment Instruments, if the Instruction meets all agreed prerequisites.

- 174 The Bank undertakes to exercise due care to prevent as much as possible the abuse of telephone, fax and email communication and communication conducted through Raiffeisen investice Trading Platform and/or RBroker Trading Platform. To this end, the Bank reserves the right to contact the Client and to ask him or her to confirm the requested service before it carries out the Instruction received through Raiffeisen investice Trading Platform and/or RBroker Trading Platform or before providing the requested information. The Client is aware that if he or her confirms the requested service and particulars to the Bank, such confirmation shall be binding upon the Contracting Parties and shall be sufficient proof for the Bank to carry out the requested Instruction or to provide the requested information. In the event that the Client does not confirm a sent Instruction or information request in the required manner, the Bank is not obliged to realize it and shall not be liable for damages incurred on the basis of such fact. The Bank is not responsible for errors or delays occurring in data and information transmissions or for failed transmissions or for other consequences or damages occurred due to force majeure. The Client agrees that in the case of abuse of email communications and communications conducted through Raiffeisen investice Trading Platform and/or RBroker Trading Platform, the Bank is not liable for any damage caused by sending messages to the Client's email address or to the Client's mailbox in Raiffeisen investice Trading Platform and/or RBroker Trading Platform.
- 175 The Bank and the Client agreed that the Bank shall also deliver information to the Client on the Public Website in cases permitted by the legislation.
- 176 The Bank undertakes to immediately inform the Client about the procedure and method of communication in the event of failure of the information system, telecommunication devices and recording devices used by the Bank, that have an impact on the performance of the rights and obligations of the Bank and the Client according to the Agreement.
- 177 The Bank and Client communicate with each other in the Czech language, unless they agree otherwise.

### **VIII. Transfer of assets**

- 18.1 The Client is entitled at any time during the existence of the Agreement to transfer all assets from (i) the Long-Term Investment Product to a long-term investment product of another provider or (ii) a long-term investment product of another provider to the Long-Term Investment Product. In this regard, the Bank informs the Client that a partial transfer of assets from a Long-Term Investment Product is not possible without losing tax support according to ZDP, and the Bank reserves the right to terminate the Agreement in such a case.

[← Back to content](#)

- 18.2 When transferring Investment Instruments from the Long-Term Investment Product to a long-term investment product of another provider, the Client is obliged to ensure that the selected provider of the long-term investment product, to which the Investment Instruments are being transferred, accepts the Investment Instruments for management and, for this purpose, to instruct the Bank to execute the transfer of the Investment Instruments. If the Investment Instrument cannot be transferred to another provider of a long-term investment product or if the Client wishes to transfer only Funds, the Client is obliged to issue an instruction to sell the relevant Investment Instrument through the Raiffeisen investice Trading Platform.
- 18.3 For the purposes of transferring investment instruments from a long-term investment product of another provider to the Long-Term Investment Product, the Bank reserves the right to refuse the transfer of investment instruments. In the event that the Bank refuses to accept investment instruments from a long-term investment product of another provider for management, the Client acknowledges that only Funds can be transferred from the long-term investment product of another provider to the Long-Term Investment Product.
- 18.4 When transferring all assets from (i) the Long-Term Investment Product to a long-term investment product of another provider or (ii) a long-term investment product of another provider to the Long-Term Investment Product, for the purposes of assessing whether the Client has an obligation to return tax support according to ZDP, the durations of both of these products are aggregated, and their duration continues without interruption.
- 18.5 Solely the Client is responsible for fulfilling all his/her tax obligations arising from the transfer of assets as described in this Article XVIII. of the Product Conditions, while the Bank provides the Client with the necessary assistance consisting of providing a confirmation according to Article X. of the Product Conditions.

### **XIX. Final provisions**

- 19.1 If the Client is living in a marriage, the Client represents that he or she concludes the Agreement within the framework of common family affairs. If the Client is living in a marriage (or enters into marriage later), the Client undertakes to have arranged for the consent of the other spouse with the conclusion (existence) of the Agreement and with the creation and performance of rights and obligations under the Agreement. At request of the Bank, the Client is obliged to submit the written consent of the other spouse with the performance of obligations as stipulated in this Article to the Bank within 30 days from delivery of the request. Also, the Client represents that the individual Instructions will be placed always in agreement with the spouse.
- 19.2 In the event of death of the Client the Bank shall block the Asset Account on the day when it provably learns about the fact. The Bank continues to perform payment transactions from the Account with the exception of those that were to be performed only while the Client was alive. All orders given and powers of attorney granted by the Client including all authorizations expire as of the date of delivery of a notice of the Client's death, unless the legislation or said documents imply otherwise. Assets under the Long-Term Investment

Product are subject to succession proceedings.

- 19.3 The Bank is entitled to terminate the Agreement by serving a written notice. The Bank's notice becomes effective by expiration of two (2) months from the date of delivery of the termination notice to the Client. The Client shall give Instructions to the Bank for the sale of Investment Instruments held for him or her by the Bank under the Agreement before the expiry of the notice period pursuant to the previous sentence.
- If, after the expiry of the notice period, the Bank registers Investment Instruments on the Client's Asset Account, the Bank will block the Asset Account and send the Client a notice to sell the Investment Instruments. Until the execution of the order pursuant to the previous sentence, the Client is still obliged to pay the remuneration to the Bank according to the Price List.
- If the Instruction pursuant to this Article is not submitted within one calendar month from the effective date of the termination, the Bank will be entitled to sell all the Investment Instruments in its own name and on the Client's account. Any costs associated with such sale of the Investment Instruments under this Article shall be borne by the Client. The amount by which the proceeds from the sale of the Client's Investment Instruments may exceed the costs associated with the sale shall be credited by the Bank to the Client's Account, if such a procedure is possible, otherwise the Bank will keep the amount on the Bank's internal account until receiving the Client's instruction. The Bank shall notify the Client of the execution of the sale pursuant to this Article.
- 19.4 The Client is entitled to terminate the Agreement if there are no Investment Instruments registered in the Asset Accounts maintained under the Agreement. If there is a cash balance on the Client's Account, in the termination notice the Client shall also identify the bank account to which the Bank is to transfer such balance. The termination under this Article becomes effective by expiration of five (5) business days from the delivery of a proper termination notice to the Bank. The Client is solely entitled to terminate the Agreement through a Business Location.
- 19.5 The Client acknowledges that he/she is not entitled to withdraw from the Agreement within 14 days of its conclusion because the subject of the Agreement is the provision of financial services whose price depends on fluctuations in the financial markets that the Bank cannot influence.
- 19.6 The Bank has a right of retention over all Investment Instruments and cash balances on the Accounts to secure the Client's due debts; if the Bank exercises this right, the provisions of these Product Conditions on the execution of Instructions or other provisions that are incompatible with the nature of the right of retention shall not apply.
- 19.7 Following expiration of the Agreement, the Bank shall close the asset account with CDCP, unless there are Investment Instruments registered on it.
- 19.8 If any provision of these Product Conditions or any part thereof is found to be invalid, ineffective or unenforceable,

[← Back to content](#)

such a fact does not have any effect on the validity, effectiveness or enforceability of the remaining provisions of these Product Conditions. In such case, legal relations that were or should have been subject to such invalid, ineffective or unenforceable provision of these Product Conditions, shall be subject to provisions of the relevant legislation best corresponding to the intention of the parties arising out of such invalid, ineffective or unenforceable provision of these Product Conditions. If one or more provisions of the Agreement (not including the Product Conditions) prove to be partially or entirely invalid, ineffective or unenforceable, the other provisions of the Agreement shall remain unaffected. Within 20 days from delivery of the other Contracting Party's proposal, the Contracting Parties undertake to replace the invalid, ineffective or unenforceable provision with a valid, effective and enforceable one, having, to the highest possible extent, the same economic and legal meaning and effect as intended with the provision to be replaced.

- 19.9 The Bank informs the Client that in the event of a dispute between a consumer and a bank providing services listed in Act No. 229/2002 Coll. on the financial arbiter, as amended, the financial arbiter is authorized to resolve a dispute pursuant to the said Act. The financial arbiter's website is located at [www.finarbitr.cz](http://www.finarbitr.cz).
- 19.10 These Product Conditions become effective as of ~~3 November 2024~~ 1 July 2026.