

# TERMS AND CONDITIONS OF THE PROVISION AND USE OF KB ETRADING

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## Overview of amendments to the Terms and Conditions of the Provision and use of KB eTrading in effect starting on 15 August 2023

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Starting on 15 August 2023, the present new version of the Conditions, containing the amendments laid down below, will constitute an integral part of the KB eTrading Contract within the meaning of Article 2.1 of the General Business Terms and Conditions. The new text is underlined and written in italics; the cancelled text is crossed out and written in italics.

### Article 1.1 has been amended as follows:

**Product Terms and Conditions.** These Terms and Conditions of the Provision and Use of KB eTrading (hereinafter the “**Conditions**”) represent the Product Terms and Conditions foreseen by the *Bank’s General Business Conditions* (~~hereinafter the “General Conditions”~~). The Conditions form part of the Contract and the Client shall be obliged to familiarise himself with them and comply with them. The Bank shall publish the Conditions and the General Conditions at its Internet Address.

~~*Handover of the Conditions. The Conditions shall be handed over to all clients sufficiently in advance before the execution of the Contract. The General Conditions and all other relevant documents are available at the Internet Address. To a Qualified Client (as defined in the General Conditions), the above documents shall be provided in compliance with Act No. 284/2009 Coll., the Payment System Act, as amended.*~~

### A new Paragraph 3.5 has been added after Paragraph 3.4. The new paragraph reads as follows:

*Reduction of a price, fee or any other cost. If the Bank reduces the price, fee or any other cost, even in an individual case or for a limited period of time, the Client agrees that the Bank need not inform the Client of this change and such a change is effective from the date when the Transaction or the Deposit is concluded or when the Service is used for the lower price, fee or any other cost.*

### Existing Articles 3.5 and 3.6 have been renumbered as Articles 3.6 and 3.7.

### Article 6.4 has been amended as follows:

**Price.** The price for Early Termination or Modification of Transactions shall always be based on market conditions, ~~and the~~. *The Bank shall determine it in accordance with the relevant provisions of the Rules of Instruments Trading by the Bank Rules for Entering into Transactions, which constitute Enclosure No. 4.*

### Article 8.1, Subsection c) has been amended as follows:

By using this Service, the Client declares that he has familiarised himself with the description of the characteristics of the following types of FX Instructions set out in *the relevant provisions of the Rules of Instruments Trading by the Bank Paragraph 5.4 of Enclosure No. 4*, and has understood them: Stop loss order and Profit taken order. An FX Instruction shall be fully subject to the rules and terms of execution set out in *the relevant provisions of the Rules of Instruments Trading by the Bank Paragraph 3.4 of Enclosure No. 4*, and the Bank shall be entitled to determine any other elements or other terms of an FX Instruction.

### Article 14.3, Subsection a) has been amended as follows:

without the prior written consent of the Bank, he shall not: provide any guarantee or financial guarantee; transfer, alienate, assign, lease, lease in a usufructuary lease or provide as security the whole (or some) of his assets to any third party (except for the Persons Controlled by SG) or dispose of the whole (or some) of his assets with similar legal effects; encumber or allow encumbering of such assets by any right of a third party (except for the Persons Controlled by SG) or include it into a trust fund; *Furthermore, the Client undertakes not to* receive or provide any loan or simple loan; issue a bill of exchange or promissory note; co-accept a bill of exchange; or enter into any contract on the purchase of a leased

thing, lease contract or contract on a usufructuary lease in which he would have the position of a lessee or usufructuary lessee, ~~with the~~. The Bank hereby undertakes ~~not to withhold its consent to the above without a serious reason, and with the~~. The above restrictions do not apply to (i) any ~~such~~ transfer, ~~sale~~ or assignment of the whole (or a part) of the Client's assets under a standard business transaction which, in particular with respect to its nature, purpose, extent and volume, is customary in the regular activities directly following from to the extent of the Client's business objects or activities, provided that such activities are performed solely on the usual market terms and (ii) any encumbering of the Client's assets in connection with the securing of the Client's debts to the Bank;

**Article 14.5 has been amended as follows:**

The Client undertakes shall ensure that neither the Client nor any Group Entity provides not to use directly or indirectly funds from a Transaction or not to allow such funds from a Transaction to be used in any way (especially as a loan or credit or lent, provided as a contribution, or otherwise made available to any person) that would result in a breach of Sanctions by the Bank (including cases where funds from a Transaction are used to finance trades or transactions for the purpose of financing, participating in or providing a contribution for any activity or trade with any person that is a Sanctioned Person or in connection therewith (or not to provide such funds to such a person or in favour of such a person) a person related to such Sanctioned Person as a result of the provision of such funds to the Sanctioned Person or in its favour).

**Article 14.6 has been amended as follows:**

Furthermore, the Client undertakes not to use any proceeds or income originating from any activity or trading with shall ensure that the Client and each Group Entity takes measures that prevent any a Sanctioned Person from accessing funds that the Client pays or transfers for the purpose of paying any sum payable to the Bank in connection with a Transaction and that prevent any Sanctioned Person from using any proceeds, income or other assets related to transactions or other activities to settle any amount that the Client is obliged to pay to the Bank this Contract and, including a Transaction.

**Article 15.1, Subsection d) has been amended as follows:**

To the best of the Client's knowledge, no judicial, administrative or arbitration proceedings concerning the Client, his legal capacity or his assets are being held, no criminal prosecution is being conducted against the Client or persons who are members of the Client's statutory bodies that could affect the Client's ability to meet his obligations from the Contract or from the concluded Transactions and, to the best of the Client's knowledge, no such proceedings or prosecution is imminent; furthermore, the Client has not served a prison sentence, has not been subject to a protective or securing measure, and has not been in the past convicted of a criminal offence, unless the Client has received a full pardon; this provision shall not apply if the Client has informed of such proceedings, the imposition of a prison sentence, protective or securing measures without undue delay after he became or could have become aware of these facts;

**Article 15.1, Subsection i) has been amended as follows:**

Neither the Client nor any Group Entity are is considered a Sanctioned Person, and, to the Client's best knowledge, ~~the person authorised to represent the Client or a Group Entity or act on behalf of the Client or a Group Entity no director, officer, agent, employee or affiliate~~ of the Client or of a Group Entity is ~~not~~ a Sanctioned Person;

**After Article 15.1, Subsection i), a new Article 15.1, Subsection j) has been added, which reads as follows:**

In case that third-party data are provided to the Bank during the negotiation or performance of this Contract, the Client shall have the right to deliver such data to the Bank for processing for the purposes of negotiating and performing this Contract, where such data shall subsequently be kept by the Bank as part of the contract documents during the period laid down under the law.

**In Article 28.3, certain terms and the definitions thereof have been amended as follows:**

"**Internet Address**" shall be the Bank's Internet website www.kb.cz specified under Enclosure No. 1 to the Contract or another internet address that will replace it, ~~whereof the Client is notified, for example by way of the present Conditions~~.

"**Contact Address**" shall be the Client's latest postal address communicated to the Bank by the Client in the Contract, any other contract on the providing of a Bank Service or at any later time.

"**Contact E-mail Address**" shall be the latest email address communicated to the Bank by the Electronic Client in the Contract, any other contract on the providing of a Bank Service or at any later time.



“**Service**” shall mean a service provided by the Bank to the Client pursuant to the Contract, in particular the services specified in Article 27 hereof. For the purposes of the Information about Investment Services and Instruments ~~Enclosure on Investment Services and Instruments (Enclosure No. 3 to the Contract)~~, a Service is only an investment service provided pursuant to the Contract.

In Article 28.3, the terms “Sanction” and “Sanctioned Person” and the definitions thereof are deleted without replacement.

In Article 28.3, new terms and the definitions thereof have been added:

“Information about Investment Services and Instruments” shall mean information which constitutes an integral part of this Contract pursuant to Section 1751 of the Civil Code provided by the Bank to the Client.

“Notice on the Payment System” is a Notice as envisaged in the General Conditions setting forth the terms and conditions of delivering the payment services, in particular deadlines for the conclusion of payment transactions. The Notice on the Payment System is an integral part of this Contract pursuant to Section 1751 of the Civil Code.

“Rules of Instruments Trading by the Bank” shall mean the Bank’s rules of instruments trading provided by the Bank to the Client which constitute an integral part of this Contract pursuant to Section 1751 of the Civil Code.

“Tariff of Fees” shall mean the Bank’s tariff of fees which constitute an integral part of this Contract pursuant to Section 1751 of the Civil Code.

“General Conditions” shall mean the General Business Terms and Conditions of the Bank that constitute an integral part of this Contract in accordance with Section 1751 of the Civil Code.

**Article 29.9 has been amended as follows:**

**Effect.** Unless otherwise stipulated by another provision of these Conditions, these Conditions shall come into effect on 15 August 2023.