**K****omerční banka a.s.**, with its registered office in Prague 1, at Na Příkopě 33/969, Postal Code 114 07, IČO (Company ID 453 17 054, entered into the Commercial Register kept by the Municipal Court in Prague, Section B, Insert 1360 (hereinafter the “**Bank**”)

and

|  |  |
| --- | --- |
| Client: |  |
| Address (place of residence): |  |
| Birth ID. No./ IČO (Company ID: |  |

(hereinafter the “**Client**”)

hereby enter, pursuant to the provisions of Act No. 89/2012 Coll., the Civil Code, as amended, governing agency agreements, into this Contract for the Procurement of a Purchase/Sale of Investment Instruments (hereinafter the “**Contract**”).

# Recitals

## The Bank agrees to procure a purchase or sale of Instruments on its own behalf and on the Client’s account, based on Orders (hereinafter “Transactions”), including the Transaction Settlement, and to ensure the Administration and other matters under this Contract.

## Capitalised terms in this Contract have the meaning ascribed to them in this document or in the Terms and Conditions or in the Bank’s General Terms and Conditions.

## The Client agrees to pay the Fee to the Bank for its services provided hereunder.

## When negotiating the Contract or at any time thereafter by means of modifying Annex 1, the Client shall choose the Services that the Client intends to utilise.

# Term and Termination of the Contract

## This Contract is entered into for an indefinite term.

## Each of the contracting parties is entitled to terminate this Contract by notice of termination or otherwise in the cases and in the manner specified in the relevant provisions of the Terms and Conditions.

# Annexes, integral parts and other documents

## The following form annexes to this Contract:

1. Services agreed between the Bank and the Client;
2. Contact details of the Bank;
3. Contact details of the Client;
4. Specimen Signatures.

## In conformity with Section 1751 of the Civil Code, this Contract also includes as its integral parts:

## General Terms and Conditions;

## Terms and Conditions;

## Price List (within the scope relevant for this Contract);

## Information on Investment Services and Instruments;

## Notice on the Payment System (within the scope relevant for this Contract).

## By execution hereof, the Client confirms to have acquainted itself with the contents and meaning of all documents specified in paragraphs 3.1 and 3.2 in advance before the signing of the Contract , as well as other documents referred to in the General Terms and Conditions, and the Client explicitly agrees with the wording thereof.

## All documents specified in paragraphs 3.1 and 3.2 together with the wording of this Contract are:

### in advance before the signing of the Contract sent to the Contact E-Mail Address of the Electronic Client in an electronic form;

### in advance before the signing of the Contract handed over to the Client who is not the Electronic Client in writing.

## The Client who was classified as a Non-Professional Customer hereby declares that he or she has been informed by the Bank in advance before the signing of this Contract about the possibility of provision of all documents, pre-contractual and other information related to this Contract, its annexes and integral parts and other relevant documents to him or her in writing.

## The Client confirms that the Client is aware of the fact that he or she is entitled to request any of the documents listed in paragraphs 3.1 and 3.2 free of charge at any business place at any time in writing and the Bank will provide these documents to him or her; in case of repeated requests and copies of any documents, the Bank is entitled to demand a payment of reasonable costs from the Client.

## The Client hereby represents that the Bank has pointed out to the Client the provisions that refer to the above-specified documents existing outside the text of the Contract itself and the meaning thereof was sufficiently explained to the Client. The Client acknowledges that the Client is bound not only by the Contract, but also by such documents, and the Client acknowledges that a failure to perform any obligations or terms and conditions stipulated in such documents may lead to the same legal consequences as a failure to perform any obligations and terms and conditions hereunder.

## The Client acknowledges that the Bank is authorised to handle data which are subject to bank secrets in the manner pursuant to Article 28 of the General Terms and Conditions. If the Client is a legal person, the Client grants its consent pursuant to Article 28.3 of the General Terms and Conditions. The Client agrees that the Bank may set off its receivables from the Client within the scope and manner stipulated in the General Terms and Conditions.

## Sections 1799 and 1800 of the Civil Code, on adhesion contracts, shall not apply to the contractual relationship hereunder for Clients who are entrepreneurs.

## The Client is required to update the information given in Annex 3 and Annex 4. Any change in Annex 3 is effective *vis-à-vis* the Bank upon delivery of updated Annex 3 to the Bank. Any change in Annex 4 is effective *vis-à-vis* the Bank from the first Business Day following the Business Day when the Client delivers a new Specimen Signatures by means of a registered letter, in person or by a courier service.

## The Client agrees that the Bank may change the details set out in the Terms and Conditions, the Price List, the Information on Investment Services and Instruments and the General Terms and Conditions in the manner specified in the General Terms and Conditions.

## The Client agrees that the Bank may change the details set out in Annex 2. Any change in Annex 2 is effective *vis-à-vis* the Client from the third Business Day or a later Business Day specified by the Bank following the date of delivery of the information on the change in the relevant part of the Contract by the Bank to the Client:

### electronically to his/her Contact E-mail Address, for Electronic Clients; or

### in writing to his/her Contact Address, for other than Electronic Clients.

## If the Bank reduces the fees set out in the Price List, 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 in the manner specified in this Article, and such a change is effective from the date when the Bank exercises an Order for the lower fees.

## This Contract replaces the Contract for the Procurement of a Purchase/Sale of Securities entered into by and between the Client and the Bank on [●] which contains the same number of the Portfolio Account as given in this Contract.

# Client’s Closing Representations and Approvals

## The Client authorizes the Bank to perform all legal actions necessary for the fulfillment of this Contract on behalf of the Client. The Client undertakes to grant another written power of attorney to the Bank at its request without undue delay if this is required for the fulfillment of the Contract and if the power of attorney (the authorization) granted under the previous sentence is not sufficient.

## The Client declares that he or she is aware of his or her liability in case of untruthfulness, incompleteness or inaccuracy of his or her representations and approvals stated in the relevant provisions of the Contract and the Terms and Conditions and undertakes to notify the Bank immediately in writing if any of these representations or approvals is no longer true, complete and accurate in all respects.

## The Client declares that the information he or she provided to the Bank when concluding the Contract is true, complete and accurate in all respects and undertakes to notify the Bank in writing immediately of any changes.

## The Electronic Client confirms that he or she has a regular access to the internet.

## The Client confirms that prior to execution of the Contract, the Client:

### has become acquainted in due time in advance with the Terms and Conditions and the rules for execution of Orders, comprised in the Terms and Conditions, and with the Information on Investment Services and Instruments, and agrees with them, and considers this information, including, but not limited to, information on the risks associated with the Services provided, sufficient for the his/her decision to enter into this Contract;

### acquainted himself or herself with the contents of this Contract, including all its parts and annexes, and has carefully read this Contract, including all its parts and annexes, understands the terms and conditions hereof and has no reservations in respect of this Contract;

### has become acquainted with the Price List.

# Final Provisions

## The Contract shall be governed by the laws of the Czech Republic.

## The Contract is executed in two counterparts, one for each contracting party.

## The Contract enters into force and effect on the date of its execution.

## The content of the Contract may be amended only in writing.

## The Bank classifies the Client in the category of Non-Professional Customers and informs the Client that the options for a transfer to other categories and degrees of protection related to classification in these categories are specified for the Client in the Information on Investment Services and Instruments.

**SERVICES AGREED BETWEEN THE BANK AND THE CLIENT**

|  |  |
| --- | --- |
| Client: |  |
| Address (place of residence): |  |
| Birth ID. No./ IČO (Company ID: |  |

|  |  |
| --- | --- |
|  | **Gold CZK (Gold)** |
|  | **Gold EUR (Gold)** |
|  | **Shares (Security)** |
|  | **Bonds (Security)** |
|  | **Investment certificates (Security)** |
|  | **Collective investment (Security)** |

## At any time after negotiating this Contract, the Client may choose, by modifying this Annex, the Services that the Client intends to utilise. Prior to the provision of the Services, the Bank shall submit the Investor Questionnaire to the Client.

The Client acknowledges that the Bank may change the **scope of the Services** provided under the Contract from time to time.

**CONTACT DETAILS OF THE BANK**

1. **Contact details for matters related to this Contract, except for Orders:**

Komerční banka, a.s.,

[Street]

[City]

[ZIP]

[Country]

or any Bank’s business place providing Services related to Securities and Gold (“Branch”).

1. **Contact details for submitting Trading Orders:**
   1. **For secondary market Transactions:**

By telephone at Dealing KB (telephone number: +420 222 008 395, or any of the telephone numbers: +420 222 008 237 to 239)

Online Portfolio available at trading.kb.cz

* 1. **For primary market Transactions:**

In writing at a Branch or addressed to his/her bank advisor.

Online Portfolio available at trading.kb.cz

* 1. **Transactions in Gold in EUR:**

By telephone at Dealing KB (telephone number: +420 222 008 395, or any of the telephone numbers: +420 222 008 237 to 239)

* 1. **Transactions in Gold in CZK:**

In writing at a Branch or addressed to his/her bank advisor.

1. **Contact details for submitting Non-Trading Orders**
   1. **Orders for transfer and transition**

In writing at a Branch or addressed to his/her bank advisor.

* 1. **Orders for allocation from unclassified records**

In writing at a Branch or addressed to his/her bank advisor.

* 1. **Orders for withdrawal of Cash from the Cash Subaccount**
     1. **Cash withdrawal and deposit in the Cash Subaccount by means of direct debit from current account**

In writing at a Branch or addressed to his/her bank advisor.

* + 1. **Cashless withdrawal**

On-line Portfolio, In writing at a branch or addressed to his/her bank advisor, By telephone at Dealing KB (telephone number: +420 222 008 395, or any of the telephone numbers: +420 222 008 237 to 239).

* 1. **Cash deposit in the Cash Subaccount**
     1. **Cash deposit**

In writing at a Branch or addressed to his/her bank advisor.

* + 1. **Cashless deposit**

Without submitting an Order, the Client makes a cash deposit in the following accounts in the respective currency.

CZK 195369750277/0100

EUR 195370570257/0100

GBP 195371300267/0100

USD 195369730217/0100

PLN 276179070267/0100

SEK 279069910257/0100

HUF 279073800237/0100

Bank: Komerční banka, a.s., BIC: KOMBCZPP

In the payment order, the Client is required to specify the identifier given in Annex 3 to this Contract.

* 1. **Deposit or withdrawal of Gold bars in CZK[[1]](#footnote-1)**

An Order to withdraw Gold from the Securities Subaccount may be submitted at any Branch. The actual deposit and withdrawal of Gold bars can only be made at Selected Branches, as follows:

|  |  |
| --- | --- |
| **Branch** | **Address** |
| Prague 1 | Václavské nám. 42 |
| Prague 9 | Českomoravská 2408/1a |
| České Budějovice | Krajinská 248/15 |
| Ústí nad Labem | Bílinská 175/2 |
| Plzeň | Goethova 2704/1 |
| Hradec Králové | nám. Osvoboditelů 798 |
| Mladá Boleslav | Palackého 332/4 |
| Brno | nám. Svobody 92/21 |
| Ostrava | Nádražní 1698/12 |
| Olomouc | Tř. Svobody 1035/14 |

* 1. **Deposit or withdrawal of Gold bars in EUR**

An Order to withdraw Gold in EUR from the Securities Subaccount can be made By Telephone at Dealing KB (telephone number: +420 222 008 395, or any of the telephone numbers: +420 222 008 237 to 239).

1. **Internet Address where general contact details and other information are located:**

**https://www.kb.cz/mifid**

In particular, contractual documents including the Terms and Conditions, Information on Investment Services and Instruments and information on the MIFID2 regulation

**https://www.kb.cz/cs/o-bance/dokumenty**

In particular, the General Terms and Conditions, the Price List (within the scope relevant for this Contract), the Notice on the Payment System (within the scope relevant for this Contract) and, as the case may be, other relevant documents

1. **E-mail for the provision of information on the Services:** [**TC\_cenne\_papiry@kb.cz**](mailto:TC_cenne_papiry@kb.cz)

**PORTFOLIO NO. [●]**

**CONTACT DETAILS OF THE CLIENT**

**Apply only to Services arranged under the Contract and specified in Annex 1 to the Contract.**

**Contact details of the Client:**

|  |  |
| --- | --- |
| Client: |  |
| Address (place of residence): |  |
| Birth ID. No./ IČO (Company ID: |  |

|  |  |
| --- | --- |
| Contact person |  |
| Contact address |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Primary telephone number |  | Second telephone number |  |
| Primary e-mail address |  | Second e-mail address |  |

Language of statements and Reports: [*Czech / English*]

Manner of sending Portfolio statements: [*by mail / via the Online Portfoliu*]

Frequency of sending Portfolio statements: [*monthly / quarterly*]

Manner of sending annual statement of costs [*by mail / through the Online Portfoliu*]

Frequency of sending annual statement of costs: once a year

Manner of sending Reports: [*by mail / by e-mail*]

Cash accounts:

|  |  |  |
| --- | --- | --- |
| Cash account: | Currency | Authorisation to Direct Debit granted:[1] |
|  |  |  |
|  |  |  |

[1] May only be granted by signing the relevant form at the business place where the Client has his/her the Current Account.

Identifier

Variable symbol: [*Birth ID. number for natural persons / IČO (Company ID) for legal persons*]

Specific symbol: [*portfolio number without a letter*]

Yields on Securities shall be remitted to the Client’s Financial Account kept in the currency of revenue payment if the Client has an account in the relevant currency

|  |  |  |  |
| --- | --- | --- | --- |
|  | yes |  | no |

**PORTFOLIO NO. [●]**

**SPECIMEN SIGNATURES FOR THE CONTRACT**

|  |  |
| --- | --- |
| Client: |  |
| Address (place of residence): |  |
| Birth ID. No./ IČO (Company ID: |  |

The persons specified below acknowledge that the Bank may obtain records of telephone communication between them and the Bank, where both parties will consider such a record to be conclusive as far as permitted by the legal regulations and as proof of the contents of the Order. The recording may also be used as evidence in proceedings before a court or some other similar body.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name and surname | Birth identification number (citizens of the Czech Republic) / Date of birth (citizens of other countries) | Address (of permanent residence) | Authority\*) | Handwritten signature |
|  |  |  |  |  |

\*) Authority:

A) Person authorised to submit Orders independently.

B) Person always authorised to submit Orders together with another person; in case of an Order given by telephone, via the Online Portfolio or otherwise by electronic means, the person may submit Orders only independently.

This Annex “Specimen Signatures” cannot be partially updated and any change fully replaces the previous Specimen Signatures.

If the Client does not sign the Specimen Signature herein before an employee of the Bank and the Specimen Signature thus does not contain an authentication clause issued by the Bank’s employee, the Client’s signature in the Specimen Signature part must be officially authenticated. If the Client does not wish to change or update the information contained in this Annex, the Client shall not fill in the relevant fields.

**Client’s Representations:**

If any of the above persons specified above is not the Client’s governing body authorised to act on behalf of the Client independently in the matters specified above or the Client’s legal representative or guardian, the Client hereby grants to such a person a power of attorney to act on behalf of the Client within the scope specified in this Annex.

The Client hereby confirms that the Specimen Signatures of the persons authorised to act on behalf of the Client are signed by authorised persons; their signatures are authentic, and the dates of birth or birth identification numbers and addresses (of permanent residence) correspond to reality. The Client acknowledges that the Bank bears no liability for any damage or harm arising from details filled-in without authorisation or inaccurately.

1. This service is allowed only for Gold Transactions in CZK, and not for Gold Transactions in EUR. [↑](#footnote-ref-1)