

## Commission contract for arranging purchase or sale of securities

No. UP - KOM/.....

concluded in accordance with the provisions of § 31 of Act no. 566/2001 Coll. on Securities and Investment Services as amended and on Amendments to Certain Acts (hereinafter referred to as "Securities Act") and use of provisions of Commercial Code no. 513/1991 Coll. as amended (hereinafter referred to as the "**Agreement**")

### I. Article Contract parties

Business name: U.P. o.c.p., a.s.  
Head office: Pribinova 20, Bratislava - mestská časť Staré Mesto 811 09, SR  
Company ID: 52 506 452  
Tax ID: 2121044728  
IBAN account number: SK .....

Registered in the Commercial Register of the District Court Bratislava I., section: Sa, file number: 6970 / B

Acting through: Ramón Beño – Chairman of the Board  
Lubomír Bukový – Member of the Board  
(hereinafter referred to as the "Commission Agent")

Name and surname: .....  
Permanent residence: .....  
Birth ID number /  
Company ID: .....  
ID card number / VAT ID .....  
Tax ID: .....  
Represented by: .....

Registered in the Commercial Register .....,  
Section:.....

insert number :.....

(hereinafter referred to as the "Client")

## II. Article Subject of Agreement

1. The Commission Agent undertakes to arrange purchase, sale or free of charge transfer of financial instruments and securities in its own name and to the account of the Client, or to carry out activities aimed at achieving this result, on the basis of the Client's instructions.
2. The Client undertakes to pay the Commission Agent a fee for the activities pursuant to Article II, point 1 of this Agreement.

## III. Article General provisions

1. The Annex to this Agreement and its integral part are the General Terms and Conditions of U.P. o.c.p., a.s. (hereinafter referred to as the "**Terms and Conditions**"), which further regulate the mutual rights and obligations of the contracting parties. By signing this Agreement, the Client declares that he has the Terms and Conditions at his disposal, while he is acquainted with them and agrees with their current wording. The current wording of the Terms and Conditions can be found on the website [www.up.sk](http://www.up.sk) in the documents section.
2. The Contract Parties shall comply with the provisions of this Agreement, the Terms and Conditions, the Securities Act, the Commercial Code and other generally binding legal regulations, in the implementation of this Agreement.
3. In implementing this Agreement, the Contract Parties shall follow the rules of trading of individual securities' markets, as well as the rules of individual securities depositories.
4. The commission agent is obliged to ensure the registration of the Client in his own records as well as on the relevant securities market, if so provided by the rules of the relevant securities market.
5. The precondition for the Commission Agent's activities under this Agreement is the issuance of an instruction by the Client, which will specify the financial instruments or securities, the purchase, sale or gratuitous transfer of which the Commission Agent is to arrange. The types and requirements of the instructions are determined by the Terms and Conditions.
6. The Commission Agent is entitled to perform for the Client all acts necessary for the performance of the Agreement, including the submission of an order to register suspension of the right to dispose and an order to register the cancellation of the suspension of the right to dispose, in relation to the Client's property account. For this purpose, the Client grants the Commission Agent a power of attorney, which he confirms by handwritten signature on this Agreement.

7. Securities and financial instruments entrusted to the Commission Agent for sale are the property of the Client until they are acquired by a third party.
8. Securities and financial instruments procured for the Client by the Commission Agent shall become the Client's property in the case of paper securities on the day of the endorsement, if required, and by handing them over to the Commission Agent or by entering the owner's account or the Commission Agent's holding account in the case of booked securities. The Commission Agent is obliged to immediately make an endorsement, if required, and hand over paper securities to the Client or, in the case of booked securities, to immediately transfer the securities to the Client's owner's account after the Client has paid the price of purchased securities and redemption.

#### IV. Article Commission Agent's fee

1. The Client is obliged to pay the Commission Agent a fee for the performance of the subject of the Agreement in the amount and in the manner specified in the Price List of Services of the Securities Dealer (hereinafter referred to as the "**Price List of Services**"), unless the parties agree otherwise. The Client is also obliged to reimburse the Commission Agent for the costs incurred by the Commission Agent in fulfilling his obligation. The stated costs are not included in the commissioner's fee.
2. The price list of services forms an annex and an integral part of the By signing this Agreement, the Client declares that he has at his disposal the Price List of Services, while he is acquainted with it and agrees with its wording. The current version of the Commission Agent's Price List of Services can be found on the website [www.up.sk](http://www.up.sk) in the documents section.
3. Details of the Commission Agent's remuneration, costs, as well as the payment terms for the settling of trades with financial instruments and securities are set out in the terms and conditions.

#### V. Article Duration of the Agreement

1. The Agreement shall enter into force and effect on the day of its signing by the last of the contracting parties. The agreement is concluded for an indefinite period.
2. This Agreement may be terminated by mutual agreement of both parties in writing form.
3. This Agreement may be terminated in writing by either party without giving a reason, with the notice period being 1 (one) month and starting to count on the first calendar day of the month following the month in which written notice was delivered to the other party.
4. Any contracting party may resign from the Agreement only in the cases stipulated in the Agreement, terms and conditions or in cases stipulated by law, i. e. the reason for resign must indeed exist. The effects of resigning from the Agreement occur upon delivery of this expression of will to the other party.

5. In the event of termination of the Agreement, the Contract Parties are obliged to perform all actions necessary to settle mutual rights and obligations.
6. This Agreement shall terminate if the Client does not give any instruction to procure the purchase or sale of financial instruments or securities within the period specified in the Terms and Conditions.

## VI. Article Final provisions

1. In matters not specifically regulated by this Agreement, the contractual relations between the contract parties are governed by the relevant provisions of the Securities Act, the Commercial Code and other generally binding legal regulations of the Slovak Republic..
2. This Agreement is produced in two equal copies, with each of the contracting parties receiving one copy.
3. This Agreement may be amended on the basis of an amendment concluded between the parties in writing form. The Terms and Conditions and the Price List of Services may be changed unilaterally by the Commission Agent. Details on the change of business terms and the Price List of Services are regulated in the Terms and Conditions.
4. Upon the entry into force of this Agreement, all existing commission agreements concluded between the Commission Agent and the Client relating to the procurement of purchases, sales or gratuitous transfers of financial instruments or securities realized on the securities markets in the Slovak Republic shall be terminated. All existing reciprocal claims and obligations arising from canceled commission contracts shall be fully retained and governed by the provisions of this Agreement.
5. By signing this Agreement, the Client confirms that the Commission Agent has provided him with information in writing form in accordance with § 73d and § 73p of the Securities Act in sufficient time before the conclusion of the Agreement.
6. The Contracting Parties have read the Agreement, all its provisions are clear and comprehensible to them, and they express their free and serious will, free from any errors, as evidenced by their signatures.

In Bratislava, on: .....

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U.P. o.c.p., a.s.

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U.P. o.c.p., a.s.

Lubomír Bukový - Member of the Board



PaedDr. Ramón Beño - Chairman of the  
Board