

### Investment Consultancy Agreement

concluded this day, month and year in compliance with the provision of Section 577 et seq of Act No. 513/199 Coll., the Commercial Code, as amended, and the Securities Act, as amended (hereinafter referred to as "Agreement"):

#### Contracting Parties:

##### EFEKTA CONSULTING, a.s.

registered in the Commercial Register with the Municipal Court in Brno, section B, Insert No. 1388, Company ID Number (IČ): 60 71 70 68

Registered Office: BRNO, Křenová 478/72, postcode: 60200, Czech Republic

Represented by: the undersigned authorized person

(hereinafter referred to as the "ST" or the "Trader", of the one part)

First Name and Last Name (Company Name):			
Address (Registered Office):			
Birth No. (Company ID Number):		Nationality (Tax Domicile):	
Acting Person:		ID Number:	
SC Account Number:			
Bank Account (IBAN):		Account Currency:	
Bank Account (IBAN):		Account Currency:	
Mobile Phone Number in International Format <sup>1</sup> :			
Email Address:		Fax Number:	
Consignment Contract Number:			

(hereinafter referred to as the "Client" or the "Customer", of the other part)

#### I. Subject Matter of the Agreement

- The parties of this Agreement have entered into an Agreement regarding the provision of the investment service of consultancy service regarding investment instruments pursuant to Section 4 et seq, paragraph 2, letter e) of the ABCM (hereinafter referred to as "consultancy") on the terms and conditions laid out in this Agreement.
- The parties have agreed that the Trader shall provide the Client with their consultancy upon the Client's request or on their own initiative. In case, the Trader proposes the Client to be given consultancy on their own initiative, the consultancy shall be provided in the moment the Client accepts it.
- The parties of this Agreement have agreed that the Trader shall provide consultancy regarding monetary means and investment instruments which are managed for the Client by the Trader or which may be purchased with available monetary means managed by the Trader and intended for this purpose, in accordance with the Consignment Contract concluded between the Trader and the Client (hereinafter referred to as "Consignment Contract").
- The effectiveness of this agreement is conditioned by the conclusion of the Consignment contract. The Client acknowledges and agrees that the details of this Agreement are or may be regulated by the General Terms and Conditions of the Trader and by the Pricelist of the Traders and are part of this Agreement. The Client also acknowledges and agrees that the procedure of making changes to the General Terms and Conditions or the termination of this contract shall be carried out as stipulated in the Consignment Contract.

#### II. The Rights and Obligations of the Parties of the Agreement

- When providing investment consultancy, the Trader is, pursuant to this Agreement, under obligation to act in compliance with laws and other legislation regulating the provision of investment services and in compliance with the principles of fair trade, with due diligence.
- The Client acknowledges and agrees that the Traded uses their contracted agents (tied agents) to provide consultancy and that such consultancy shall be in person, in writing, electronically or by phone.

<sup>1</sup> Client's telephone number for authorized communication with the Trader.

3. This Trader is authorized to use all acquired information about the Client for the provision of investment consultancy under this Agreement, and the Client agrees the Trader uses them within the meaning of this Agreement
4. The Client is under obligation to cooperate with the Trader throughout the life of this Agreement so the Trader is capable to meet the commitments stipulated in this Agreement, primarily to inform the Trader about all facts substantial to the implementation of this Agreement, in particular complete and truthful information about their expertise in the investment field, financial background and investment objectives.

**III. Remuneration of the Trader**

1. The Trader's remuneration for providing consultancy services is to be determined in an Agreement of the contracting parties to 20% of net profits realized by the Client in accounts managed by the Trader for every completed calendar quarter.
2. The Trader is entitled to receive their remuneration related to the client account for which the consultancy is provided regardless of whether or to which extent has the Client followed Trader's advice and regardless of whether a particular transaction was executed without any consultancy provided.
3. Unless specified otherwise, consultancy is provided for all accounts managed by the Trader under the Consignment Contract.
4. Further details and rules for the calculation, billing and maturity are governed by the General Terms and Conditions. The change in the level of remuneration of the Trader in the sense of its increase may be carried out by means stipulated in the General Terms and Conditions or the Pricelist.

**IV. Duration of the Agreement**

1. This Agreement is concluded for an indefinite period. The Agreement shall expire no later than on the date of termination of contractual relation resulting from the Consignment Contract on Procuring the Sale and Purchase of Securities
2. This Agreement may be terminated by either contracting party without justification by delivering a written Notice of Contract Termination to the other contracting party. The notice period is one month and it begins the day following the date of delivery of the notice to the other Contracting Party. The Client may give the Trader the Notice pursuant to paragraph 2 of Article VII of the Consignment Contract also in a way of communication agreed upon by the contracting parties pursuant to Article IV paragraph 2 of the Consignment Contract (iBOX). The Notice is deemed to be delivered after one week from a failed attempt to deliver the Notice to the other contracting party or after one week of its delivery into iBOX pursuant to Article IV paragraph 2 of the Consignment Contract.

**V. Joint and Final Provisions**

1. Contracting parties undertake to keep confidential all facts concerning the other contracting party related to the subject matter of this Contract, except in cases where generally binding legal regulations imply such reporting duties.
2. Legal relations arising in connection with this Agreement are governed by the provisions of this Agreement, General Terms and Conditions and provisions of the Consignment Contract. This Contract and all relations arising from it are subject to the law (laws and other regulations) of the Czech Republic even if the Client is not a Czech citizen or their place of business is not in the Czech Republic if the Client is a legal entity.
3. All changes to this Agreement may be made only by written amendments agreed upon and signed by both parties.
4. Participants of this Agreement declare to be legally competent and authorized to bind themselves in the manner stipulated by this Agreement. A participant who has made a false statement in this Agreement t is under obligation to compensate the other party any damage over and above the agreed contractual penalties and for the full amount of such damage.
5. This Contract is executed in two counterparts each of which shall be deemed to be an original, each Contracting Party shall receive one copy.
6. This Contract supersedes all prior Agreements of the parties to the extent of obligations laid out by this Agreement
7. This Agreement shall come into force on the date of signature by both contracting parties and comes into effect on the effective day of the Consignment Contract. The parties declare that the contents of the Agreement express their true and free will in witness whereof they attach their respective signature. The parties sign this Agreement signifying acceptance of all its contents. **By attaching their signature, the Client attests that they have acquainted themselves with the Agreement and the documents cited in it in advance and prior to signing it and that they understand its contents and the contents of all documents it cites.**

In on

In on

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Client

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EFEKTA CONSULTING, a.s.

First Name and Last Name:

authorized by