Contract of Agency FX

(hereinafter referred to as the “Contract”), entered into between

the company: **CYRRUS, a.s.**, Veveří 111, 616 00 Brno, Company Number 63907020, entered in the Commercial Register maintained at the Regional Court in Brno, file B 3800

contacts: e-mail: [info@cyrrus.cz](mailto:info@cyrrus.cz), tel.: 538 705 711, www.cyrrus.cz

client account number: **CZK**: 800 056 1605 / 3500 IBAN: CZ97 3500 0000 0080 0056 1605

**USD**: 822 056 1607 / 3500 IBAN: CZ04 3500 0000 0082 2056 1607

**EUR**:  833 056 1608 / 3500 IBAN: CZ06 3500 0000 0083 3056 1608

**payment identification number (VS)** = Personal Number/Company Number; Swift: INGBCZPP

represented by: ..........................................................................

as the agent of the one part (hereinafter referred to as the “Trader”)

and

name/trade name:  tel. password:

place of residence/registered office:  tel. contact:

mailing address:  e-mail (statements):

Personal Number/Company Number:  date of birth: current account number:

place of birth:       tax domicile:

LEI:       Taxpayer Identification Number:      nationality:

ID Card (passport) number:  valid to: issued by:

represented by:

The Customer does not wish to be informed of other investment services provided by the Trader:

as the principal of the other part (hereinafter referred to as the “Customer”)

### I. The subject-matter of the Contract

1. The Trader undertakes to undertake activity in its own name on the account of the Customer aimed at achieving the purchase or sale of investment instruments in accordance with this Contract, the instructions of the Customer and the General Commercial Terms and Conditions of CYRRUS, a.s. (hereinafter referred to as the “GCTC”), which constitute an inseparable part of the Contract. Any provision of credit or loans to the Customer with the aim of facilitating transactions with investment instruments, the safekeeping and management of investment instruments and other investment services according to the present offer of the Trader are also governed by this Contract.
2. The Trader and the Customer have agreed that the Trader may provide the Customer with the investment service of investment consultancy to concern investment instruments (hereinafter also referred to as “consultancy”). The Trader may provide the Customer with consultancy at the request of the Customer or on its own initiative. Consultancy is, according to the agreement of the Parties, provided at such time as the Customer receives information which constitutes specific, individualised advice to concern an investment instrument.
3. The Customer undertakes to pay the Trader remuneration for the provided services according to the Price List of Services in place at CYRRUS, a.s., and the annexes thereto (hereinafter referred to as the “Price List”), which constitutes an inseparable part of the Contract.

### II. The rights and obligations of the Trader

1. The Trader is obliged to attend to or intermediate the purchase or sale of an investment instrument, or another service, with the required professional care according to the instructions of the Customer. The Trader may only deviate from such instructions if this is compliant with legal regulations, the Contract and GCTC.
2. The Customer agrees that the Trader may sell to the Customer investment instruments from its own property, or buy them from it, or attend to the purchase or sale of an investment instrument outside the official markets in investment instruments or via a multilateral trading system.
3. Prior to executing an investment of the Customer in a structured retail investment product, the Trader shall provide the Customer with a Key Information Document (KID) for each such product sufficiently in advance and without charge. The Trader provides the Customer with the KID in accordance with legal regulations and with the consent of the Customer at the website <https://www.cyrrus.cz/o-nas/dokumenty/kid> and/or to a communicated e-mail address. Should the Customer require the provision of the KID on paper, it may communicate this requirement by e-mail to [info@cyrrus.cz](mailto:info@cyrrus.cz).
4. The Trader is obliged to provide the Customer, on a durable medium, with a declaration of suitability, stating the provided consultancy and how the provided consultancy matches the preferences, aims and other characteristics of the Customer. Investment consultancy is provided by the Trader with the use of remote means of communication which make it impossible to provide the Customer with the declaration of suitability in advance. A written declaration of suitability shall be provided to the Customer immediately after the Customer has concluded a transaction with an investment instrument based on a submitted instruction. By signing the Contract, the Customer agrees that it shall receive the declaration of suitability without undue delay after having concluded the transaction. The Customer is authorised to demand that the Trader provide it with a declaration of suitability following the provision of investment consultancy regarding an investment instrument and prior to concluding the transaction. This demand must be explicitly made by the Customer within the bounds of telephone or other communication with the Trader. The Trader shall accommodate such a demand. The Trader shall provide the Customer with a declaration of suitability by way of e-mail messages to the communicated e-mail address or in the VIP section of the Trader’s website.
5. The Trader shall inform the Customer of all executed instructions in accordance with GCTC.

### III. The rights, obligations and declarations of the Customer

1. The Customer is obliged to provide the Trader with all required coaction such that the Trader may fulfil its obligation according to this Contract, in particular to communicate to the Trader all relevant facts and information as relating to the subject-matter of the Contract.
2. The Customer undertakes to pay the Trader for activity according to the Contract the remuneration according to the Price List valid at the time of provision of the service. Remuneration is payable on the date of execution or implementation of an instruction (service) or on the date of execution of clearance, in the form of direct debit from the financial account of the Customer.
3. **Personal data protection** The Customer takes note and agrees that, in connection with the Contract, the Trader or a third person contractually bound to it, even a third person from another country, shall collect, process and store its personal data, including Personal Number, to the extent required to exercise rights and discharge obligations arising from the Contract and shall undertake such activity for the entirety of the duration thereof, or for the duration of the legal relationships arising from or relating to the Contract. The Customer agrees that the Trader shall process personal data for the purposes of the offer of services and provide its personal data to members of the financial group of the Trader for the purposes of the offer of their services. The Customer is authorised to revoke its consent at any time and to request the erasure of the data processed for the purposes of the offer of services of the members of the financial group of the Trader. The provisions of the preceding sentences shall be without prejudice to the obligations of the Trader and of its contractually bound third parties arising from legal regulations to concern personal data protection. More detailed information on personal data processing by the Trader, on the members of the financial group of the Trader and on the rights of the Customer may be found at the Trader’s Website at www.cyrrus.cz.
4. By signing this Contract the Customer confirms that the identification data and other information about the Customer, including e-mail address, specified in the header to the Contract and in associated documents are truthful and complete.
5. By signing this Contract the Customer confirms that it has provided the Trader with all significant information about its special knowledge in the sphere of investments, experience in the sphere of investments, financial background, and the ability to bear loss, and the investment objectives, including risk tolerance, and that the provided information is true. The Customer declares that it is aware of the possibility of potential risks or losses arising from the provided investment services and traded investment instruments and that it has been informed of them by the Trader in writing in GCTC.
6. The Customer declares, in connection with familiarisation with the risks of trading in investment instruments, that it takes note and agrees that financial obligations other that the contractual ones, the size of which is not limited, might arise for it with the provision of the service of trading with the use of credit, short sell and trading in certain derivatives pursuant to the Contract.
7. **Important information on the provision of investment services.** The Customer confirms that it has been familiarised by the Trader and agrees with the content of the Contract, GCTC and the Price List. The Customer declares that it has, sufficiently in advance of entering into the Contract and the provision of investment services, been familiarised with data about its person, basic information on the provided investment services, the investment instruments which an investment service is to concern and the proposed strategies for investment, the possible risks that might be connected with investment services or investment instruments and possible hedging against them and, as the case may be, other obligations arising from the provision of investment services, trading venues, the regime of protection of the assets of the Customer, the categorisation of customers and the category of classification of the Customer, the rules for the execution of instructions, the time schedule of the business day, investment incentives, conflicts of interest and the resolution thereof, all costs and associated payments, including model scenarios of costs, terms and conditions of payment, the rights of the consumer and, as the case may be, other important information to concern the terms and conditions of the provision of investment services (hereinafter referred to as “important information”). The Customer declares that, pursuant to the communicated important information, it understands the nature and risks of the investment service offered to it and of the offered type of investment instrument and the costs associated with the service and is able to take an informed investment decision.
8. The Customer can find all important and other information at the Trader’s Website in the “About us” section: https://www.cyrrus.cz/o-nas/dokumenty.
9. The Customer agrees that it shall be informed of each significant change of important information and of other changes primarily via the Trader’s Website. The Customer declares that it has access to an Internet service, which it proves by communicating an e-mail address in the header to the Contract, that it regularly uses an Internet service and that it has the opportunity of familiarising itself with the information stated at the Trader’s Website before each provision of an investment service by the Trader. The Customer and the Trader have arranged between them that e-mail correspondence shall be the standard method of communication and the standard method of transferring significant information in connection with this Contract. E-mail correspondence shall be sent by the Trader to the e-mail address of the Customer stated in the header to the Contract, or communicated in another way. The Customer gives its consent to the Trader to the sending of e-mail and paper business communications associated with the offer of investment services. Should the Customer communicate more than one e-mail address to the Trader, information is deemed to have been sent to the Customer with sending to any of those addresses.
10. By signing the Contract the Customer expressly agrees that KID shall be provided to it via the website, <https://www.cyrrus.cz/o-nas/dokumenty/kid>, and/or to a communicated e-mail address. The Customer undertakes that it shall regularly familiarise itself with the up-to-date versions of KID and any associated documents.
11. Should the Customer use the consultancy of the Trader, it does so solely at its own decision and at the same time expressly declares that it takes note of the fact that the advice provided by the Trader might prove to be incorrect in the future, that the investments made pursuant to that advice might be loss-making and that the Trader may withdraw or change its advice at any time in the future, even to the opposite advice, depending on onward development. When providing investment consultancy, the Trader does not guarantee the appreciation in value of the assets of the Customer or the achievement of a yield on the assets of the Customer. The Trader only provides the Customer with advice; actual investment decisions are invariably taken by the Customer, who is fully accountable for them. The Customer takes note and agrees that the Trader may discharge its obligations arising from this Contract via authorised third parties and may in this regard, according to the nature of the matter, also enter into contracts in the name of and at the expense of the Customer.

### IV. The instructions and transactions of the Customer

1. The instructions of the Customer must have all the particulars laid down in GCTC and must be submitted to the Trader in the way laid down in GCTC.
2. The Customer and the Trader have also agreed on telephone communication and telephone submission of instructions to the Trader. The Customer has set the password specified in the header to the Contract for the submission of instructions by telephone. The Customer agrees that the Trader shall take audio recordings of the telephone submission of instructions and other communication with the Customer.
3. The Trader shall transfer funds pursuant to the instruction of the Customer into its account specified in the header to this Contract or in the way specified in the written instruction of the Customer. The Customer shall state as the payment identification number (variabilní symbol) for the transfer of funds into the asset account of the Customer with the Trader its Personal Number or Company Number. Otherwise the Trader does not guarantee the differentiation of payments and the handling of matters in a timely manner.

### V. Power of attorney

1. By signing the Contract the Customer empowers the Trader to undertake all acts required for the execution of activities according to this Contract and undertakes to provide it with all required coaction to this end.
2. By signing the Contract the Customer empowers the Trader to undertake all services with Centrální depozitář cenných papírů, a.s. (Central Securities Depository Prague, hereinafter referred to as “CDCP”) which relate to the performance of the subject-matter of the Contract and with submitted instructions, in particular the implementation of all registering, information, archiving and claims services in the Customer’s owner account at CDCP, the submission and compilation of statements and the receiving of all statements and results of processing of these services. The Customer hereby gives the Trader the instruction to be registered as the manager of the the existing Customer’s owner account at CDCP, or following its establishment pursuant to this Contract, in accordance with the Act on Capital Market Undertakings and to ensure for the Customer the payment of yields on investment instruments and other activities associated with management. The Customer is authorised to revoke at any time the authorisation of the Trader to discharge the function of manager in the Customer’s owner account at CDCP.
3. The Trader is authorised to empower other persons to execute acts to the extent of paragraph V.1 and V.2.

### VI. The resolution of disputes and applicable law

1. Legal relationships between the Contracting Parties which are not expressly regulated by this Contract are governed by the relevant provisions of Czech law, the rules of individual financial markets, financial intermediaries and clearing centres.
2. Any disputes between the Customer and the Trader arising from this Contract or connected with it shall primarily be resolved by mutual agreement. If a dispute cannot be resolved in this way within 30 days of the date on which one of the Parties brings the dispute, it may be decided by the court of the Czech Republic having jurisdiction.

### VII. Final provisions

1. The Trader is authorised to unilaterally amend GCTC following on from an amendment to legal regulations, the rules of official markets and clearing centres and the commercial terms and conditions of third parties which the Trader uses to discharge obligations towards customers, the introduction of new services, a change in the manner of provision of services or on other grounds, but only if such amendment to GCTC is not to the detriment of the Customer. In such case the Trader shall inform the Customer of the amendment to GCTC in statements of implemented instructions and/or in the VIP section at the Trader’s website, which shall contain the wording of the new GCTC, a minimum of 15 days before entering into effect. The correction of errors is not considered to be an amendment. The Customer undertakes to familiarise itself with the new wording of GCTC. In the case that the Customer does not express explicit written disagreement with the new wording of GCTC within 15 days of the communication of information by the Trader of the amendment of GCTC or if the Customer continues to accept the services provided by the Trader, the new wording of GCTC becomes binding for the contractual relationship in place as an amendment to the originally arranged terms and conditions of the contractual relationship, as of the date specified in communication and in the new wording of GCTC. Should the regulation of a matter in GCTC differ from regulation in the Contract, the regulation in the Contract shall prevail.
2. The Price List may be unilaterally amended by the Trader. The Customer shall be informed of all amendments in statements of implemented instructions and/or in the VIP section at the Trader’s Website a minimum of 15 days before entering into effect. In the case that the Customer does not express explicit written disagreement with the new wording within 15 days of the communication of information by the Trader of the amendment of the Price List or if the Customer continues to accept the services provided by the Trader, the new Price List becomes binding for the contractual relationship in place as an amendment to the originally arranged terms and conditions of the contractual relationship, as of the date specified in communication and in the new Price List.
3. The Contract may only be amended by way of mutually approved written addenda signed by the Customer and the Trader. This provision does not stand for an amendment to GCTC and the Price List, which may be unilaterally amended in the manner laid down in paragraph VII.1 and VII. 2 of the Contract.
4. The Customer is obliged to inform the Trader without delay in writing (or in another agreed manner) of all changes to identification data to concern the Customer which the Customer provided the Trader in connection with the Contract, in particular a change of the information stated in the header to the Contract; this obligation also applies to changes to the identification data of empowered persons. Unless agreed otherwise, a change of data is effective in relation to the Trader on the business day which follows the delivery of notification according to the preceding sentence.
5. The Contract has been entered into for an indefinite term. Either of the Contracting Parties may terminate this Contract by notice in writing at any time, with a period of notice of 30 days.
6. The Contract enters into force at the time at which it is signed by both Contracting Parties. The Contract enters into effect with the registration of the Customer in the information trading system of the Trader.
7. The validity of any order of the Customer expires with the expiration of this Contract. This shall be without prejudice to obligations from the Contract established during the term of its effect.
8. The Customer is not authorised to transfer any of its rights or obligations from this Contract to a third party without the prior written consent of the Trader.
9. The Contract replaces any prior contractual arrangement between the Parties to this Contract, whether in writing or verbal.
10. The Contract has been written in two original counterparts, whereby each of the Contracting Parties retains one counterpart.
11. The Contracting Parties declare that they have duly read the Contract and understand all the provisions thereof, in witness whereof they have set hereunto their hands.

### VIII. Other

1. Identification data of person empowered by the Client to conclude transactions on behalf of the Client:

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| first name and surname: |  | | place of birth: | | | |  | | | | |
| Personal Number: |  | | I am a politically exposed person: | | | | | | | **Yes** | **No** |
| sex: | Male | Female | state citizenship: | | | | |  | | | |
| place of permanent residence: |  | | | | | | | | | | |
| tel.: |  | | | e-mail: |  | | | | | | |
| proof of identity number |  | | | valid to: | |  | | | issued by | |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| first name and surname: |  | | place of birth: | | | |  | | | | |
| Personal Number: |  | | I am a politically exposed person: | | | | | | | **Yes** | **No** |
| sex: | Male | Female | state citizenship: | | | | |  | | | |
| place of permanent residence: |  | | | | | | | | | | |
| tel.: |  | | | e-mail: |  | | | | | | |
| proof of identity number |  | | | valid to: | |  | | | issued by | |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| first name and surname: |  | | place of birth: | | | |  | | | | |
| Personal Number: |  | | I am a politically exposed person: | | | | | | | **Yes** | **No** |
| sex: | Male | Female | state citizenship: | | | | |  | | | |
| place of permanent residence: |  | | | | | | | | | | |
| tel.: |  | | | e-mail: |  | | | | | | |
| proof of identity number |  | | | valid to: | |  | | | issued by | |  |

1. Bank details of client:

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of bank** | **Currency** | **Account number (IBAN)** | **Bank code** |
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1. The Contracting Parties declare that they have duly read the Contract and understand all the provisions thereof, in witness whereof they have set hereunto their hands.

Done in      on       Done in      on

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The Trader The Customer

According to ID Card (passport) no.:

Verified by:

Signature: