# Framework Contract No.

(Hereinafter referred to as “Contract”), entered into by and between

|  |  |
| --- | --- |
| **Name:** | CYRRUS FX, a.s. |
| **Adress:** | Na Florenci 2116/15, 110 00 Praha 1 |
| **Tax ID No.:** | 28880293 |
| Incorporated in the Companies Register, Section B, File 15217, administered by the Municipal Court in Prague |
| **Represented by:** | Ing. Jiří Loubal, member of the Board |

(Hereinafter referred to as “CYRRUS FX”), and

|  |  |  |  |
| --- | --- | --- | --- |
| **Name:** |       | **Tel. password:** |       |
| **Address:** |       | **Tel. contact:** |       |
| **Mailing address:** |       | **E-mail (statements):** |       |
| Birth ID/tax ID: |       | **Date of birth:** |       |
| **Nationality:** |       | **Tax domicile:** |       |
| **Place of birth:** |       | **TIN:** |       |
| **LEI:** |       | **Country of origin:** |       |
| **ID/passport No.:** |       | **Valid until:** |       | **Issued by:** |       |
| **Represented by:** |       | **Position:** |       | **Date of birth:** |       |
| **ID/passport No.:** |       | **Valid until:** |       | **Issued by:** |       |
| **Represented by:** |       | **Position:** |       | **Date of birth:** |       |
| **ID/passport No.:** |       | **Valid until:** |       | **Issued by:** |       |

(Hereinafter referred to as the “Client”)

Identification details of the person authorized to finalize trade on behalf of the Client:

|  |  |  |  |
| --- | --- | --- | --- |
| Name and surname: |  | Place of birth: |       |
| Birth ID No.: |       | I am a politically exposed person: |  **Yes**       |  **No**       |
| Sex: | Male       | Female       | Nationality: |       |
| Permanent residence: |       |
| Tel.: |       | email:  |       |
| Identity card No.: |       | Valid until: |       | Issued by: |       |

|  |  |  |  |
| --- | --- | --- | --- |
| Name and surname: |  | Place of birth: |       |
| Birth ID No.: |       | I am a politically exposed person: |  **Yes**       |  **No**       |
| Sex: | Male       | Female       | Nationality: |       |
| Permanent residence: |       |
| Tel.: |       | email:  |       |
| Identity card No.: |       | Valid until: |       | Issued by: |       |

|  |  |  |  |
| --- | --- | --- | --- |
| Name and surname: |  | Place of birth: |       |
| Birth ID No.: |       | I am a politically exposed person: |  **Yes**       |  **No**       |
| Sex: | Male       | Female       | Nationality: |       |
| Permanent residence: |       |
| Tel.: |       | email:  |       |
| Identity card No.: |       | Valid until: |       | Issued by: |       |

Bank account details of the Client:

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of bank** | **Currency** | **Account number (IBAN)** | **Bank code** |
|       |       |       |       |
|       |       |       |       |
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| I hereby solemnly declare that the bank accounts under the above account numbers are in the name/name of the client from the header of the Agreement,, that the account numbers are correct and complete and that I am aware that in the event that the information I have provided proves to be incorrect, the damages resulting therefrom shall be entirely my responsibility. I also acknowledge that in the event of a change in my bank account, I am obliged to notify CYRRUS FX, a.s. of such change within five working days of the date of the change. | **Yes**       | **No**       |

1. Subject of the Contract
	1. Business corporation CYRRUS FX hereby pledges to carry out payment services for the Client according to the current offer, in particular cashless transactions with foreign currency, according to the Client’s instructions and under the conditions arranged below (hereinafter referred to as “payment transactions”). CYRRUS FX hereby declares to be authorized to carry out these activities via an approval to perform activities of a payment institution, ref. No. 2014/3750/570, issued by the Czech National Bank.
	2. General Business Terms and Conditions of CYRRUS FX (hereinafter referred to as “GBCT”) and a Pricelist, attached hereto, form
	a part hereof, and the Client confirms to have become acquainted therewith by adding his signature below.
2. Rights and Obligations of Contractual Parties
	1. CYRRUS FX hereby pledges to carry out payment services for the Client, according to his instructions and under conditions arranged in advance. CYRRUS FX is not obliged to arrange a payment transaction with the Client if they do not agree on all the conditions. CYRRUS FX is not entitled to make an individual payment transaction for the Client if there is a vague or conflicting stipulation in the agreement with the Client.
	2. The Client is obliged to reimburse his obligations under instructions stated in confirmation of payment transactions without delay. If the Client does not reimburse CYRRUS FX financial funds under provisions stated in the confirmation, the CYRRUS FX is entitled to require the Client to pay a contractual fee in amount of 2% from the amount intended for exchange under the confirmation of the payment transaction and cost connected with the conclusion of this business, in particular possibly differences occurring after the time of negotiating the payment transaction. This claim of CYRRUS FX from the contractual fee is due as of the day the negotiated payment transaction was to take place, and CYRRUS FX may set it off unilaterally against any due or undue claim of the Client towards CYRRUS FX.
	3. The Client acknowledges and agrees that in connection with the Contract, CYRRUS FX or a third person bound to it contractually, even a foreign one, shall gather, process and store his personal data, including birth identification number, within the scope necessary to assert the rights and meet the obligations ensuing from the Contract, and they will carry out this activity throughout the term of the Contract, or eventually throughout the period of legal relations ensuing from or relating to the Contract. CYRRUS FX pledges to adhere to all the obligations ensuing from Act No. 110/2019 Coll., on personal data protection and and the General Data Protection Regulation (GDPR) (EU) 2016/679. The Client hereby grants his consent to CYRRUS FX to send e-mails and mail business communications connected with the offer of financial or other services. The Client may recall this consent at any time via a telephone or in writing.
	4. The Client hereby declares that financial means sent by him are not from criminal proceeds and that the purpose of the negotiated business is not the effort to legalize such means or to carry out payment transactions leading to supporting or financing terrorism, and that he is not a politically exposed person. If this statement is found to be untrue, CYRRUS FX is entitled to immediately terminate the Contract.
	5. The Client hereby declares that he is aware of the risks in carrying out payment transactions, especially the market and credit risk, and that he accepts the risk.
	6. CYRRUS FX shall not be held liable for loss, or eventually for damages incurred by the Client due to risks of monetary payment transactions, or as a result of circumstances beyond the control of CYRRUS FX, or circumstances uninfluenceable by CYRRUS FX (force majeure).
3. Communication of Contractual Parties
	1. Communication of CYRRUS FX with the Client in negotiating a payment transaction is by default realized via telephone or electronic means, however always with a fax or electronic confirmation of the payment transaction. E-mail correspondence by CYRRUS FX shall be sent to the Client’s e-mail address given in the heading of the Contract or otherwise communicated. CYRRUS FX communicates with the Client by means of persons determined by the Client and authorized to finalize payment transactions in his name. The contractual parties are obliged to mutually inform each other without undue delay about any changes possibly impacting the meeting of the obligations hereunder, for example changes in contact details, changes in persons authorized to act on behalf of the contractual party, changes in persons entitled to finalize payment transactions hereunder, changes in political exposure, etc.
	2. By signing the Contract, the Client grants his consent to CYRRUS FX to automatically record telephone calls between authorized representatives of CYRRUS FX and the Client on a technical device of CYRRUS FX, and to the subsequent archiving thereof. Further on, the Client explicitly agrees that records acquired in this way (hereinafter referred to as “Communication”) may be used as proper evidence by CYRRUS FX in case of disputes.
	3. In case of any disputes between the Communication, payment transaction confirmation and this Contract, the telephone communication prevails over the payment transaction confirmation and this Contract.
4. Joint and Final Provisions
	1. The Contract takes force and effect as of the day it is signed by both the contractual parties, and it has been elaborated in two counterparts, each of which has a validity of an original, and each contractual party shall receive one counterpart.
	2. By signing the Contract, the Client hereby declares and agrees, that CYRRUS FX handed over a copy of the Contract and GBTC in good time prior to the conclusion of the Contract and therefore fullfileed its obligation to inform the Client according to § 132 et seq. PSA and provide other statutory pre-contractual information.
	3. The Contract has been entered into for an indefinite period of time; the contractual parties have arranged that it is possible to carry out multiple payment transactions throughout the term hereof. The Contract may be terminated via an agreement of the contractual parties, or via a notice filed by any of the contractual parties without stating a reason. In case of a notice filed by the Client, the period of notice expires one month after the filing of the written notice. In case of a notice filed by CYRRUS FX, the period of notice expires two months after filing of the written notice to the Client.
	4. Along with the General Business Terms and Conditions (GBCT), all the attachments and all the authorizations, the Contract forms a single contractual unit. This Contract and the individual payment transactions concluded on the basis thereof represent a single contractual relation. A failure to meet any obligations in relation to any negotiated payment transactions concluded based on this Contract means a violation of obligations hereunder as a whole.
	5. CYRRUS FX is entitled to modify the GBCT unilaterally, especially in relation to changes in legal regulations, introducing new services, changes in the means of providing services, etc. In such case, CYRRUS FX informs the Client about the change in the GBCT via an e-mail message, sent to the Client’s e-mail address specified in the heading hereof, which shall include the text of the new GBCT, at least 2 months before the GBCT come into force and effect. Correcting mistakes is not considered as a modification. The Client pledges to become acquainted with the new wording of the GBCT. The suggested modifications are binding for the Client as of the day of being published on the website, unless the Client informs CYRRUS FX in writing about his disagreement with the suggested modifications of the GBCT at least one day prior to the effective date of the suggested modifications. If the Client refuses the company’s suggestion regarding the modification of the Contract, he is entitled to withdraw from the Contract free of charge and with immediate effect prior to the effective date of the GBCT.
	6. Any stipulations regarding the contractual penalty included in this Contract do not affect the right of the damaged party to require full compensation for damages incurred due to the violation of obligations, for which the contractual penalty was arranged.
	7. Having read the Contract, the parties explicitly state that the Contract was written according to their true and free will, that they have full legal capacity, in witness whereof they add their handwritten signatures below.

I hereby declare that I am the owner of funds and financial instruments used for the financial services and those do not result form criminal activity and are not meant for funding criminal activities and were acquierd lawfully.

In      , date         In      , date

 

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**Jiří Loubal, member of the Board Client / representative of the Client**

**CYRRUS FX, a.s.**

ViaID No.:

 Verified by:

 Signature: