



## COMMERCIAL TERMS

### TO THE AGREEMENT ON OPENING AND ADMINISTRATION OF ACCOUNT OF THE SECURITIES OWNER

concluded pursuant to relevant provisions of the Act No.566/2001 Coll. on Securities and Investment Services and on changes and supplements to some acts in the wording of later legal regulations (further referred to as the „Act“), the Rules of Operation of Centrálny depozitár cenných papierov SR, a.s., (further referred to as the „Rules of Operation“) and § 262 sec. 1 and §269 sec. 2 of the act No. 513/1991 Coll. Commercial Code.

#### 1. OPENING PROVISIONS

1.1 These commercial terms represent the commercial terms of Centrálny depozitár cenných papierov SR, a.s. (further referred to as “the Central Depository “) issued pursuant to §273 of the act No. 513/1991 Coll. Commercial Code as the commercial terms that are applicable to legal relations between the Central Depository and the owner of the account stemming from the Agreement on opening and administration of account of the owner of book-entry securities (further referred to as the „Agreement“) concluded between the Central Depository and the owner of the account whereas these create an inseparable part of the Agreement governing part of its content.

1.2 These commercial terms are governing the rights and obligations of the Central Depository and owner of the account in relation to opening and administration of the owner’s account and providing of other services and acts for owner of the account by the Central Depository based on or related to the Agreement. The commercial terms are binding also for persons acting on behalf of the account owner or for his account in case they are using services of the Central Depository.

1.3 In case the Central Depository and the account owner have not made other arrangement, their relations are governed

by the legal regulations of the Slovak Republic.

1.4 Different arrangements in the Agreement prevail to provisions of these commercial terms. Selected rights and obligations of the Central Depository and of the account owner are further regulated in the Rules of Operation. Provisions of the Rules of Operation prevail to provisions of the Agreement and of these commercial terms. The provisions of the Agreement and of these commercial terms which will come into conflict with the Rules of Operation due to its amendments will cease to be valid and effective on the day when relevant amendment of the Rules of Operation become effectual.

1.5 The owner of the account agrees that these commercial terms can be unilaterally changed by the Central Depository for whatsoever reason, unless otherwise agreed in writing between the owner of the account and the Central Depository. By becoming of the new wording of the commercial terms effective, the previous wording of commercial terms shall lose their validity and effect and are fully replaced by the new wording of the commercial terms. The owner of account expressly and unconditionally agrees with such

procedure of modification of commercial terms. The Central Depository shall make new wording of the commercial terms accessible in its seat and will publish it on the webpage [www.cdcp.sk](http://www.cdcp.sk) with indication of date of validity and effectiveness, whereas it will be published at least 30 days before intended date of validity. If the owner of account does not agree with the new wording of commercial terms, it can terminate the agreement immediately by giving a notice of termination in period before new wording of the commercial terms becomes effective, while no data on securities can be registered on its account at the that time.

1.6 The subject matter of the Agreement is in compliance with the Act, the Rules of Operation of the Central Depository in its effective wording (further referred to as the „Rules of Operation“) and under conditions agreed in the Agreement and these commercial terms:

- a) Opening of the account of owner of book-entry securities (further referred to as the „owner’s account“) and its further administration by the Central Depository for owner of the account, and/or
- b) Further administration of owner’s account by the Central Depository for owner of the account, if the Central Depository has already opened the owner’s account to the owner prior to signing this Agreement pursuant to § 164a of the Act; in such case this Agreement including the Commercial Terms shall replace in full the legal relation between the Central Depository and the owner of account created by opening the account pursuant to § 164a of the Act; and/or
- c) Further administration of owner’s account by the Central Depository for the owner of account, if the Central Depository has already opened and administers the owner’s account for the owner pursuant to § 105 of the Act

based on the previously concluded Agreement on opening and administration of the account of owner of book-entry securities which contents shall be replaced on the basis of the agreement between the contractual parties in full by this agreement including its commercial terms; and/or

- d) Provision of further services and acts of the Central Depository for owner of the account based on or in connection with the Agreement and the Rules of Operation.

1.7 Owner of the account declares that it has read the provisions of the effective Rules of Operation, Executory Decrees, the Scale of Fees of Centrálny depozitár cenných papierov SR, a.s. (further referred to as the „Scale of Fees“) and these commercial terms and at the same time it commits itself to be bound by their provisions.

## **2. EXECUTION OF ENTRIES IN THE REGISTRY OF THE CENTRAL DEPOSITORY**

2.1 The Central Depository commits itself to open the owner’s account to the owner of account (unless it has been open prior to signing the agreement or the owner requests to open an additional owner’s account at the Central Depository) without undue delay after signing the Agreement by contractual parties and based on data stated in the application for opening an owner’s account, that create inseparable part of the Agreement. When opening the owner’s account, the Central Depository:

- a) assigns the identifier to the owner of account – registration number of owner’s account,
- b) assigns the identifier to the owner of account – entity registration number,
- c) enters the basic personal data on owner to the registry kept by the Central Depository.

- 2.2 The Central Depository shall execute the change of data registered in owner's account in compliance with the Rules of Operation, primarily based on the application of owner of the account delivered to the seat of the Central Depository in person or by regular mail. Originals or officially verified copies of documents proving the change of registered data in compliance with the Rules of Operation must be enclosed to the application.
- 2.3 The procedure of closing the owner's account is stipulated in the Rules of Operation.

### **3. RIGHTS AND OBLIGATIONS OF CONTRACTUAL PARTIES**

- 3.1 The owner of account is obliged to deliver instructions and requests for services of the Central Depository related to the owner's account as well as to securities registered in that account in compliance with the Rules of Operation.
- 3.2 The Central Depository provides services and executes act for the owner of the account based on or related to the Agreement in compliance with the Act and the Rules of Operation.
- 3.3 The Central Depository shall hand-over the results of services, processed on the basis of request or instruction pursuant to the previous point in compliance with the Rules of Operation.
- 3.4 The Central Depository commits itself to hand-over to the owner of the account the statement of his account of the owner of book-entry securities whenever it executes the credit or debit entry in this account unless it has been agreed in this Agreement otherwise or unless the Rules of Operation or Act stipulate differently (in case the owner of account wishes to agree differently, he has to deliver his proposal in writing to the Central Depository).
- 3.5 The owner of account commits oneself without delay:

- a) to inform the Central Depository in writing after the change of commercial name, seat or other details entered in the relevant register in which it is registered or other details stated in the Agreement and to apply for the change of registered details,
- b) to inform the Central Depository and the authorised member about the change of name, surname or permanent address or other details stated in the Agreement and to apply for the change of registered details.

3.6 The owner of account is obliged to pay duly and on time the fees in compliance with the Scale of Fees as amended or to provide for their payment, otherwise the Central Depository is entitled to refuse or postpone the execution of the service pursuant to the Agreement until their payment. The Central Depository is also entitled to request the payment of fee or consideration pursuant to the Agreement with the owner of account prior obligation of the Central Depository to execute any commitment pursuant to the Agreement.

3.7 The owner of account is obliged to provide to the Central Depository any cooperation and all documents necessary for execution of the activity of the Central Depository pursuant to the Agreement in the form and with the contents pursuant to the Agreement and the Rules of Operation, whereas failure to provide them, their late or incomplete provision is to the detriment of the owner of account and the Central Depository is rightful to refuse the instruction and/or the request for service, not to process it or to postpone its processing and to refuse the execution of any other act or activity according to the Agreement.

### **4. PAYMENT AND INVOICING TERMS**

4.1 The owner of account is obliged to pay fees related to opening and administration of owner's account, as well as fees for

other services and acts provided to him by the Central Depository pursuant to or in connection with the Agreement, in compliance with the Scale of Fees of the Central Depository effective at the time of execution of service.

- 4.2 The owner of account is obliged to reimburse the Central Depository with all reasonably spent costs and expenditures the Central Depository has spent when providing its activities pursuant to the Agreement, whereas these costs and expenditures are not included in the fees according to the Scale of Fees unless expressly stated otherwise in the Scale of Fees.
- 4.3 The owner of account is obliged to pay for the invoice of the Central Depository within maturity period stated in the invoice. The invoice shall be considered as paid on the day of crediting the financial means to the bank account of the Central Depository or when paid in cash at the cash counter.
- 4.4 To the fees according to the effective Scale of Fees the Central Depository shall add the value added tax according to the act No. 222/2004 Coll. as amended. In case the legal regulations governing the value added tax will be changed, tax shall be charged pursuant to amended legal regulations effective at the time of provision of service or at the time of charging the fee.
- 4.5 The contractual parties have agreed that mutual payments shall be realised via bank account transfer to the bank account or by the money-order. Owner of the account shall realise the payments to the account of the Central Depository stated in the invoice. This does not preclude possibility of payment in cash at the cash counter of the Central Depository for services provided on the basis of request for services of the Central Depository submitted in person at the seat of the Central Depository.

4.6 In case of delay of payment of financial obligation the Central Depository may charge the owner of account the interest for delay pursuant to the Commercial Code, whereas this does not preclude the right of the Central Depository for compensation of loss caused by late settlement of financial obligation of the owner of account.

4.7 If the owner of account is continuously for more than 14 calendar days in delay to fulfil at least part of its financial obligation vis-à-vis the Central Depository, the Central Depository may refuse to provide its services to the owner of account until the time the owner of account fulfil his financial obligation or its unpaid part.

## **5. REIMBURSEMENT OF LOSS**

5.1 The owner of the account shall be liable to the Central Depository for loss that originated from breach of his obligation stemming from the Agreement, the Act or the Rules of Operation.

5.2 The owner of the account shall be liable to the Central Depository for loss that originated from not providing the Central Depository the necessary documents for its activity agreed according to this Agreement or providing them late or incorrect or incomplete or in other than requested or agreed form, or if he acted in breach of the Agreement or the Rules of Operation.

5.3 The owner of the account as of the date of signing the Agreement declares in favour of the Central Depository that concluding the agreement by the owner of account and meeting the obligations according to the Agreement does not violate any legal regulation or any other document by which the owner of account is bound, whereas is liable for all loss that the owner causes by breaking these duties or by this declaration not being correct. Owner of the account is obliged to fill-out

the applications and instructions for services of the Central Depository truly, correctly and completely, otherwise he is liable for the loss caused by breaking this obligation.

- 5.4 The Central Depository shall be liable for loss that it caused to the owner of account by incorrect, incomplete or late processing of his instructions or if it did not act in line with the Agreement or the Rules of Operation. The contractual parties have agreed that the obligation of the Central Depository shall not be considered for not met or breached unless it was caused by wilful misconduct or gross negligence of the Central Depository or its employees.
- 5.5 The Central Depository shall not be liable to the owner of account for loss caused by processing of instruction or request that it accepted bona fide and considered it for due instruction or request submitted in the name or on behalf of the owner of account unless the obligation of the Central Depository according to the Agreement has not been met, or the duty has not been breached. The Central Depository shall not be liable to the owner of account for loss caused in connection with non-performance of any obligation on the part of the owner of account or third parties to obtain any previous consent, information duties to place the bid for acquiring securities or other duties pursuant to the relevant legal regulations.
- 5.6 The Central Depository shall not be liable for loss that is caused as a result of disruptions or defects caused by force majeure or due to breach of obligations caused by circumstances excluding the liability.
- 5.7 Cases stated in this article above represent, for the purpose of assessment of liability for loss, special circumstances that exclude the liability, but without limitation to general definition of circumstance excluding the liability.

## **6. CHANGE AND TERMINATION OF THE AGREEMENT**

- 6.1 The Agreement can be changed also based on agreement of the contractual parties in form of written supplements.
- 6.2 The Agreement will lose its validity and effectuality on the date when the owners account is cancelled in compliance with the Rules of Operation or the Act.
- 6.3 The Agreement shall be concluded for an indefinite time period and it is possible to terminate it in writing at three-month notice without stating the reasons whereas the notice period shall start on the first day of the calendar month following delivery of the notice. The notice is effective only if no security is registered in owner's account on the day of expiration of the notice period; otherwise this notice shall be cancelled. Termination of the Agreement by the owner of account is at the same time considered for placing the request for closing the account/accounts of owner kept according to the Agreement.

## **7. CLOSING PROVISIONS**

- 7.1 With regard to non-allocated accounts the central depository acts in compliance with special provisions of the act, primarily according to article 173v of the act. Provisions of these Commercial Terms apply only in degree not contrary to law and the Rules of Operation. Special provisions on non-allocated accounts are contained in the Rules of Operation.
- 7.2 According to relevant law the central depository is entitled, also without owner's consent, to process personal data and to require documents and further information pursuant to given legal regulation. Further regulation is incorporated in the Rules of Operation. At the same time CDCP publishes relevant information on its website [www.cdcp.sk](http://www.cdcp.sk).

7.3 If the owner of account repeatedly fails to provide the Central Depository with all necessary or agreed data (documents, instructions) or provides them incorrect, incomplete or late or in other than requested or agreed form, or repeatedly does not pay duly and on time his due monetary obligations for services provided by the Central Depository pursuant to the Agreement or he otherwise breaches the provisions of the Rules of Operation, it is deemed that the Agreement has been breached substantially.

7.4 Delivery: In case of delivery of documents in writing according to the Agreement via post office, the document is considered for delivered on the day when the document is received by the contractual party to which the document is accomplishment of delivery, respectively

regardless whether the counterparty to the Agreement has made itself acquainted with the document or not.

7.5 The commercial terms are full wording of the commercial terms and are inseparable part of any Agreement on opening and administering of account of owner concluded between the Central Depository and the account owner, including its supplements.

7.6 These Commercial Terms replace the Commercial Terms to the Agreement on opening and administration of account of book-entry securities owner effective from 1 October 2015.

7.7 The commercial terms are ruled by the system of law of the Slovak Republic and they come into force and become effective on 1 July 2019.