

FRAMEWORK AGREEMENT ON PAYMENT SERVICES

On the below specified day, month and year, the following parties

FAS finance company s.r.o.

with its registered office at: Vinohradská 2133/138, Vinohrady, 130 00 Praha 3, Czech Republic

ID No.: 055 31 047

registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 265237

represented by Pavel Martynov, Executive Manager
(hereinafter the “**Provider**”)

and

/name and surname, or company name/

with residence or registered office at:

date of birth or ID No.:

registered in: /companies — commercial register and file No./

represented by: /companies — name and position of the representative/

(hereinafter the “**Client**”)

(hereinafter collectively the “**Parties**” or “**Contracting Parties**”)

enter into this

FRAMEWORK AGREEMENT ON PAYMENT SERVICES

(hereinafter the “**Agreement**”)

under Act No. 370/2017 Coll., on Payment Systems, as amended (hereinafter the “**Payment Systems Act**”)

1. INITIAL PROVISIONS

- 1.1. The Provider is a small-scale payment service provider registered by the Czech National Bank and is authorised to provide payment services on the basis of the certificate of registration ref. No. 2018/104072/CNB/570 of 10 September 2018 issued by the Czech National Bank (hereinafter the “**Authorization**”).
- 1.2. The Client is interested in performing payment transactions through the Provider.
- 1.3. This Agreement establishes rights and obligations of the Client and the Provider in relation to the provision of payment services to which the Provider holds the Authorization.

2. SUBJECT MATTER OF THE AGREEMENT

- 2.1. The Provider undertakes to establish a payment account for the Client and to perform payment transactions for the Client under the conditions specified in this Agreement and in the General Terms and Conditions to the Framework Agreement on the Provision of Payment Services (hereinafter the “**GTC**”).

2.2. The Client undertakes to pay to the Provider for the performed payment transactions the remuneration under the conditions of this Agreement, the GTC and Annex No. 1 to this Agreement (hereinafter the “**Price List**”).

3. REMUNERATION

3.1. The Provider is entitled to charge the Client for the performed payment transactions the remuneration in accordance with the Price List. The Price List is agreed individually with each Client and forms Annex No. 1 to this Agreement; the Provider provides it to the Client before the conclusion of this Agreement.

3.2. The remuneration shall always be paid at the moment the payment order of the given transaction is placed or potentially from the Client's account maintained by the Provider in accordance with the GTC. The Provider is entitled to set the remuneration off against the payments to be made in favour of the Client.

4. DECLARATIONS OF THE PARTIES

4.1. The Client declares:

4.1.1. to be entitled to enter into this Agreement and fulfil its obligations arising from this Agreement;

4.1.2. that the conclusion of this Agreement or realization of the obligations arising from this Agreement do not constitute any violation of the Client's contractual or statutory obligation;

4.1.3. that the conclusion of this Agreement is not in contrast to any requirement, decision or interim measure issued by a court, an administrative body or an arbitrator which is binding to the Client;

4.1.4. that the conclusion of this Agreement does not constitute any violation of property rights of third parties;

4.1.5. not to be bankrupt or nearly bankrupt within the meaning of the provision of Section 3 of the Insolvency Act and not to have been under any insolvency proceedings as a debtor which could lead to bankruptcy, and that no such proceedings are pending;

4.1.6. that as of the date of concluding this Agreement, no executory proceedings or proceedings in regard to the enforcement of a decision or the tax executory proceedings have been commenced against the Client or are pending;

4.1.7. not to have committed any acts or omissions which could lead to invalidity of this Agreement or which could endanger or contest the realization of obligations arising from this Agreement;

4.1.8. not to have any information on any circumstances which could thwart the realization of obligations arising from this Agreement.

4.2. The Client further declares:

4.2.1. to have made itself familiar with the GTC prior to the conclusion of this Agreement and to have understood the GTC;

4.2.2. to have been properly informed in accordance with the Payment Systems Act prior to the conclusion of this Agreement.

5. COMMUNICATION

5.1. The communication between the Client and the Provider shall be performed via electronic mail and by phone.

6. PROTECTION OF PERSONAL DATA

6.1. The Provider processes the Client's personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR) and Act No. 110/2019 Coll., on the processing of personal data, for the purposes of performing this Agreement and of complying with the Provider's legal obligations, in particular under the anti-money-laundering legislation.

6.2. Information on the processing of personal data and on the Client's rights is set out in the document "Information on rights and obligations in the field of personal data processing – for customers", available at www.fasfinance.com/documents/.

6.3. The Client shall provide his/her personal data correctly and truthfully and shall inform the Provider of any change without undue delay.

7. FINAL PROVISIONS

7.1. This Agreement as well as the rights and obligations arising from this Agreement or in relation hereof shall be governed by Czech law, particularly by the Payment Systems Act, Act No. 89/2012 Coll., Civil Code, and the GTC.

7.2. This Agreement is concluded for an indefinite period of time.

7.3. This Agreement is executed in the Czech language. Should there be any discrepancies between the Czech and English versions, the Czech version shall prevail.

7.4. The rights and obligations arising from this Agreement shall pass to legal successors of the Contracting Parties.

7.5. Should any potential reason of invalidity only apply to some provisions of this Agreement, only such provisions shall be considered invalid, unless their nature or content or circumstances under which the given provisions was negotiated imply that such provision cannot be separated from the remaining part of the Agreement.

7.6. This Agreement represents the complete agreement between the Contracting Parties in the matter of the subject of this Agreement and replaces all previous arrangements between the Contracting Parties in the matter of the subject of this Agreement. This Agreement may only be modified in the form of a written agreement between the Contracting Parties, and any changes in a less strict form are excluded.