

# FRAMEWORK AGREEMENT NUMBER: číslo smlouvy FOR THE PROVISION OF SERVICES

concluded between the Payment institution:

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Name of the company: EXCHANGE s.r.o.

The registered address: Kaprova 14/13, Prague 1

Company ID: 25777726

Registered at the Commercial Registry kept by the Municipal Court in Prague, section C, insert no. 69347.

CNB permission to the payment institution to operate, ref. no. 2011/3046/570 issued on April 13, 2011.

Telephone number: 800 22 55 99, (+420) 222 700 890

Fax number: (+420) 226 258 379

E-mail: [exch@nge.cz](mailto:exch@nge.cz)

Agreement concluded by: Mikuláš Šveda, Managing Director, represented by authorised person

Authorised person: Jméno a příjmení pracovníka front-office,

Authorised to conclude the Framework Agreement for the Provision of Services on behalf of the Company Executive of EXCHANGE s.r.o. on the basis of granted power of attorney,

hereinafter referred to as the “Payment Institution”

and the Client

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zvolte druh subjektu: Název společnosti nebo jméno a příjmení fyzické osoby

zvolte typ adresy: Adresa sídla společnosti nebo bydliště

zvolte druh dokladu: Uveďte identifikační číslo dokladu

Telephone number: Telefonické kontaktní spojení

Fax number: Faxové kontaktní spojení

E-mail: E-mailová kontaktní adresa

Represented by: Zástupce klienta, uzavírajícího rámcovou smlouvu

RČ/datum narození

Authorised persons: Osoba oprávněná zadávat platební příkazy

RČ/datum narození

Další osoba oprávněná zadávat platební příkazy

RČ/datum narození

hereinafter referred to as the “Client”

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## 1. Subject of the Agreement

- 1.1. The Framework Agreement for the Provision of Services hereof (hereinafter referred to as the “Agreement”) lays down the terms and conditions of the negotiated Trading, i.e. the provision of payment services by the Payment Institution to Client pursuant to section 3, par. (1), letter f) of Act no. 370/2017 Coll., on payment systems, as amended, consisting of cashless trades (purchases and sales) in foreign currencies for Czech currency or foreign currency, in accordance with the permit granted by the Czech National Bank for the operation of the Payment Institution.
- 1.2. The relationship between the Client and Payment Institution is further governed in accordance with the current effective version of General Terms and Conditions of Exchange s.r.o. for the provision of services (hereinafter referred to as the “General Terms and Conditions”) and relevant legal standards.

## 2. Subsequent Client identification and receipt of payment order

- 2.1. The Client identifies himself by his name and the number of the Agreement when negotiating the deal.
- 2.2. The procedure for negotiating a trade and accepting a payment order is stipulated in the General Terms and Conditions.

## 3. Information for the payer (“Instructions”)

- 3.1. After the trade has been negotiated, the Payment Institution shall send the Client The Information to the Payer (hereinafter referred to as the “Instructions”), which contain detailed information on the agreed transaction (hereinafter referred to as the “Trade”), the precise instructions for transferring the Client's funds intended for paying out the payment services, and a detailed description of the process on how the Payment Institution shall execute the payment order pursuant to the Client's instructions. A sample of Instructions are attached as an appendix to the Agreement hereof. Payment Order for Payment Institution in accordance with Section 158 paragraph 2 of the Payment Act Payment Institution is accepted with

the condition of due discharge by Client (i.e. payment of a duly identified payment (possibly multiple payments) to pay Payment Order and relevant fees according to the Fee Schedule to the agreed account of Payment Institution). If the point in time referred to in the previous sentence occurs at a time which is not the operating time of the Payment Institution, the Payment Order shall be deemed to have been accepted at the beginning of the following operating time of the Payment Institution.

#### **4. Transfer of funds intended for payment transaction**

- 4.1. The Client is obliged to conduct a verification of the information stated in the Instructions. In the case an error is detected, the Payment Institution must be contacted. By transferring the funds in accordance with the Instructions, the Client thereby confirms the correctness of the Instructions. In the case of amendments to the Instructions, the Client shall obtain new Instructions with a different identification number and the original Instructions shall no longer be valid.
- 4.2. The Client shall always identify transfers of funds as specified in the Instructions.
- 4.3. Domestic bank transfers in CZK or transfers in foreign currencies within the scope of the same bank and deposits of funds on accounts of the Payment Institution are identified using a variable and specific symbol. The variable symbol is always the identification number of the payment order. The specific symbol is always the number of the Agreement.
- 4.4. Other payments (so-called foreign payments) shall be identified by the Client by placement of the specified sequence of symbols /VS/payment-order-number/VIP/Agreement-number/ in the message for the foreign payment recipient. The sequence form must be adhered to exactly pursuant to the Instructions including the slash characters and must not contain any spaces.
- 4.5. The Client acknowledges that the omission or change of the identifiers may lead to a delay or prevent identification of the incoming payment. If the purpose of the received payment is not obvious the Payment institution can return the funds to the payer as a payment by mistake. The precise procedure for unidentified or misidentified funds is governed by the General Business Terms.

#### **5. Trade conditions**

- 5.1. The Client declares that he has been familiarized with the conditions for the provision of services in accordance with the Agreement hereof and with the contents presently valid in the General Terms and Conditions and that he understands and agrees to them.
- 5.2. The Client and Payment Institution undertake to adhere to conditions of the Trade and the agreed payment order and to settle their liabilities arising thereof in a timely manner, in accordance to the submitted Instructions, as amended.
- 5.3. Conclusion of the Agreement conditions the provision of services, as well as other services to the Client, enables the Payment Institution to arrange trades and payment orders and accept payment orders from the Client, and entitles the Client to arrange communications for executing the payment order through the communication channel that has been agreed upon.
- 5.4. The obligation for the Payment Institution to negotiate Trades with the Client nor accept payment orders from the Client does not arise from contracting the Agreement. Moreover, the Payment Institutions is not liable for damages, which can be incurred upon the Client by refusal of the payment order from the part of the Payment Institution.
- 5.5. Sending information to the payer is a binding acceptance of the Trade from the part of the Payment Institute.
- 5.6. In the event of conflict between the arrangements contained in the Instruction, in this Agreement or in the General Business Terms, the relevant provisions contained in the Instruction shall apply first, then in this Agreement and finally in the General Business Terms.

#### **6. Changes to the Agreement**

- 6.1. Changes may only be made to the Agreement hereof, under the conditions stipulated by the Payment System Act.
- 6.2. The Payment Institution must submit the proposal for changes to the Agreement, to the Client within 2 months prior to their effectiveness, at the latest.
- 6.3. A change is deemed as accepted by the Client, provided it has been submitted to the Client within 2 months of coming into force at the latest. Moreover, the change has not been refused by the Client, and the Payment Institution has informed the Client of the consequences hereof, and provided the Payment Institution has informed the Client of his rights to withdraw from the Agreement free of charge and with immediate effect prior to the change coming into effect.
- 6.4. Changes in General Terms and Conditions are amended in the General Terms and Conditions.

#### **7. Withdrawal from the Agreement**

- 7.1. The Client may unilaterally withdraw from the Agreement at any time whatsoever, with immediate effect and without the necessity to provide reasons.
- 7.2. Withdrawal from the Agreement is free of charge.
- 7.3. Withdrawal from the Agreement does not exempt the contracting parties from their obligations to settle obligations arising during the period of the contractual relationship.
- 7.4. The Payment Institution may withdraw from the Agreement with a two-month notice period, whereby obligated to inform the Client in writing.

**8. Final provisions**

- 8.1. Terms marked in the Agreement hereof in capital letters are defined in this Agreement or in the General Terms and Conditions.
- 8.2. The Agreement has been written up in two copies and each contracting party shall receive one copy.
- 8.3. The Agreement comes into force and effectiveness on the date both contracting parties append their signatures.
- 8.4. The Agreement has been concluded for an indefinite period.

On behalf of the Client  
in Zadejte místo podpisu on Datum

On behalf of the Payment Institution  
in Prague on Datum

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Name and signature of Client representative

.....  
Name and signature of authorized person  
of the Payment Institution