

**Agreement**  
**on the Registration of Security Issues in Central Security Records**

**Centrální depozitář cenných papírů, a.s.**, with registered office at Praha 1, Rybná 14, ID No. 25081489,

Entered in the Commercial Register maintained by the Municipal Court in Praha, Section B, Insert 4308,

Represented by: Ing. Petr Kobic, President of the Board of Directors, and

Ing. Helena Čacká, Vice-President of the Board of Directors,

(hereinafter also the “*Central Depository*”), of the one part,

and

Business name:

Registered office:

Post-  
code:

ID No.:

Entered in Commercial Register:

Represented by1:

Bank:

CZ NACE2:

E-mail:

(hereinafter also the “*Issuer*”) of the other part

hereby enter, pursuant to the provisions of Art. 269 (2) of Act 513/1991 Coll., Commercial Code, as amended (hereinafter the “*ComCo*”) and the provisions of Art. 94 (9) of Act 256/2004 Coll., on trading on the capital market, as amended (hereinafter the “*Capital Market Act*”), into the following Agreement on the Registration of the Issues of Dematerialised Securities in Central Security Records.

**I.**

**Subject of Agreement**

1. This Agreement is entered into in order to stipulate the terms and conditions regarding the establishment and maintenance of the records of the issue or issues of dematerialised securities (hereinafter the “*Issue Records*”), issued by the issuer and specified in an annex to this Agreement (hereinafter the “*Security Issues*”), in the central register of securities, within the meaning of the provisions of Art. 92 of the Capital Market Act (hereinafter the “*Central Register*”).
2. For the purposes of this Agreement, the establishment of Issue Records shall mean the entering of the data regarding the issuer and the applicable issue in the Central Register, and issue maintenance shall mean all services of the Central Depository arising from generally binding legal regulations and rendered to the issuer pursuant to this Agreement.

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<sup>1</sup> Please complete the title, academic degree, first name and surname (in accordance with the entry in the Commercial Register or an enclosed Power of Attorney).

<sup>2</sup> To be filled out by Central Depository

## **II.**

### **Terms and Conditions regarding Service Provision and Scope**

1. The Central Depository renders the Issue Records services in accordance with the relevant provisions of the Capital Market Act and the provisions of this Agreement. The scope and form of the service provision shall be governed by the Operating Manual of Centrální depozitář cenných papírů, a.s. (hereinafter the “*Operating Manual*”).
2. The Security Issues maintained within the Central Register must be assigned identification according to the International Securities Identification Number system for the identification of securities (ISIN). For the investment instruments accepted in the Central Register from the Czech Securities Centre which do not meet such a condition, the Central Depository will assign ISIN by the deadline according to Art. 202 of the Capital Market Act.

## **III.**

### **Form and Manner of Placing Issuer’s Orders and Announcements**

1. The issuer places requests, orders and announcements (hereinafter the “*Instructions*”) to the Central Depository
  - a) in writing, using the forms published within the Central Depository’s website at [www.centralnidepozitar.cz](http://www.centralnidepozitar.cz) (hereinafter the “*Website*”), or
  - b) by delivering the Instructions to the Central Depository’s data box (following the activation of data boxes), or
  - c) by submitting a data entry phrase directly in the Central Register via the Central Depository participant.
  - d) by filling out the required service to the ISB web application.
2. The instructions placed by the Issuer, leading to a change in the Issue Records, must be rendered in accordance with the Operating Manual, subject to the generally binding legal regulations, and documented with documents proving the justifiability of such changes.
3. The orders placed by an issuer of quoted securities that lead to changes in the Issue Records must be notified to the Central Depository within at least 5 calendar days prior to the entering thereof. If the period is to be shortened, the Central Depository must obtain a written consent from the corresponding regulated markets.
4. The Issuer will submit an application for an extract from the Issue Records especially via the ISB web application, to which the Issuer gains access via a certificate issued by a certifying authority. The use of the ISB web application is explained on the website.

## **IV.**

### **Issuer’s Rights and Responsibilities**

1. The Issuer is entitled to make use of the Central Depository’s services, under the terms and conditions stipulated herein.
2. Without undue delay and in accordance with this Agreement and the Operating Manual, the Issuer shall make public all facts which will affect the data entered in the Issue Records, about the commencement of insolvency proceedings and/or all bankruptcy-related decisions.
3. In accordance with the Operating Manual, the Issuer is also obliged to immediately inform the Central Depository about any changes in the data relating to the Issuer, entered in the issuer records.
4. The conditions regarding the settlement of the primary Security Issues, i.e. the issue of securities to owners’ accounts, and the conditions regarding stock events relating to the securities specified in the Operating Manual, which the Issuer requests from the Central Depository in accordance with this Agreement, shall be regulated in the form of amendments hereto.

5. The Issuer of bonds with a variable interest rate is obliged to notify the Central Depository about the interest rate for the new interest period immediately after the rate is determined. Should the Issuer fail to do so, the Central Depository shall keep in its Issue Records the information regarding the last notified interest rate, which will be used for the calculation of the aliquot interest yield, applicable for the settlement of trades and securities transactions.
6. The Issuer shall be entitled to ask the Central Depository to provide information, free of charge, regarding the holding of regular and extraordinary shareholders' meetings, meetings of bond owners, the amounts of the dividends paid and the determined bond interest rates, within the Central Depository's Website.
7. The Issuer of securities transferred to the Central Register from the files of the Czech Securities Centre shall send the following documents to the Central Depository, together with this Agreement.
  - a) Completed application for the assignment of ISIN, if no ISIN has so far been assigned to the issue,
  - b) Terms and conditions of bonds, as regards the issue of bonds,
  - c) Prospectus of the Issuer of shares, if available,
  - d) Current extract from the Commercial Register,
  - e) Officially authenticated Power of Attorney, if another person acts on behalf of the Issuer.
7. The ISIN assignment form is available at the Website.

#### **V.**

#### **Price, Payment and Billing**

The fees for services provided under this Agreement, as well as the payment and billing terms, shall be governed by the Central Depository's Pricelist.

#### **VI.**

#### **Other Provisions**

1. The Central Depository is entitled to publish, within its Website and the Central Depository's Official Journal, publicly available information regarding the Issuer and the Security Issues obtained from the files. Pursuant to an agreement between the Issuer and the Central Depository, the Central Depository may in the same manner announce other information about the Issuer and the Security Issues, for consideration, save for the information specified in Art. IV (5).
2. The Issuer hereby declares that as of the date of this Agreement, all requirements of the Czech legal regulations have been fulfilled, relating to the issue of securities.
3. The Parties have agreed that the Issuer shall indemnify the Central Depository for all expenses incurred as a consequence of the Issuer's incorrect, incomplete, delayed or otherwise incorrectly placed order; the Issuer shall compensate the Central Depository for such expenses on the basis of an invoice issued by the Central Depository.
4. The Parties have agreed that the Central Depository shall indemnify the Issuer for all expenses incurred as a consequence of the Central Depository's incorrect, incomplete or delayed processing of a duly placed and otherwise correct Issuer's order; the Central Depository shall compensate the Issuer for such expenses on the basis of an invoice issued by the Issuer.
5. The compensation according to paragraphs 3 and 4 may be claimed within one year following the date on which the authorized party demonstrably learns about the existence of reasons for the claiming thereof according to this Agreement.
6. The indemnification under paragraphs 3 and 4 shall be without prejudice to the Parties' right to claim the compensation for damage within the meaning of the applicable provisions of the generally binding legal regulations, and the Parties' liability arising from such regulations.

7. The Parties have hereby agreed that all disputes arising in connection with this Agreement shall be preferable solved in an amicable manner.

## VII.

### Termination and Cancellation of Agreement

1. This Agreement may be terminated:
  - a) by agreement of the Parties,
  - b) based on a notice submitted by one of the Parties.
2. This Agreement may only be terminated according to paragraph 1 (b) if the Central Register does not include any security under the Issuer's Security Issues. The notice period shall be two months, commencing on the first day of the month following the month in which the notice is delivered to the other Party.
3. This Agreement shall cease to be effective:
  - a) upon the Issuer's cancellation with a legal successor as a consequence of a merger, fusion or split-up,
  - b) upon the completion of the Issuer's liquidation, after the issue of a decision regarding the cancellation of an Issue upon the official receiver's order,
  - c) upon the transformation of an investment fund into an open unit trust,
  - d) upon the cancellation of all Security Issues of an Issuer registered by the Central Depository as a consequence of the Issuer's decision regarding the transfer of the securities from dematerialised to certificated form.

## VIII.

### Common and Final Provisions

1. The Agreement is entered into for an indefinite period. The Agreement shall become effective upon its signing by both Parties; however, not before the Central Depository commences its operations within the meaning of the provisions of Art. 202 (4) of the Capital Market Act.
2. No amendments hereto shall take effect unless based on a written agreement between the Parties.
3. Annexes hereto shall form integral parts of this Agreement.
4. This Agreement is drawn up in two copies with the validity of an original; each Party shall obtain one copy hereof.

In ....., on .....  
For the Issuer:

In Prague, on .....  
For the Central Depository:

.....  
By:  
Title:

.....  
By: Ing. Petr Kobic  
Title: President of the Board of Directors

.....  
By:  
Title:

.....  
By: Ing. Helena Čacká  
Title: Vice-Chairperson of the Board of Directors

**Annex 1**  
**Specifications of Issue No. ...**

**1. Issue identification:**

ISIN: 

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Existing SIN: 

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**2. Type of security:**

share  bond  unit

**3. Form of security and transferability:**

bearer (holder)  registered (no restrictions)  registered (restricted transferability)

**4. Issue quotation:**

Burza cenných papírů Praha  Burza RM-SYSTÉM  No quotation

**5. Description of restricting conditions (for the purpose of issue management, according to Articles of Association):**

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**6. Volume of the issue:**

CZK 

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**7. Par value of security (if determined):**

CZK 

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**8. CFI code (ISO 10962-to be filled out by the Central Depository):**

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**9. ISIN of separated principal and coupons (if the bond issue conditions allow for such separation):**

ISIN of principal: 

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ISIN of coupons: 

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