

Issue Records Agreement

Central Securities Depository Prague, with registered office at Rybná 14, Prague 1,
ID No.: 25081489, VAT No.: CZ699000864,
Entered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 4308,
with bank details: Komerční banka, a.s., account number: 35-6582180247/0100,

represented by,
(hereinafter also the “**Central Depository**”),

and the Issuer

Identification of the Issuer

Issuer’s business name or
other name used by the
Issuer:

ID No. of the Issuer:

Address of the Issuer’s
registered office:

The Issuer is represented
by:

Phone and e-mail:

Bank:

NACE:

Please complete in accordance with the representation as laid out in the Commercial Register or an enclosed power of attorney if the representative is a natural person.

The obligation to record the Issuer’s bank account follows from the Central Depository Regulation. Specify the number in the format “prefix-account_number/bank_code” for a bank account that is maintained with a domestic bank or a local branch of a foreign bank in local currency (CZK); in other cases specify the IBAN.

Specify the two-digit code of the main activity of the Issuer under ARES (NACE – classification of economic activities, also www.nace.cz).

Identification of the Issuer’s representative

Representative’s business
name or other name it
uses:

Representative’s ID No.:

Representative’s
registered office:

The representative is
represented:

Phone and e-mail:

Please complete in accordance with the representation as laid out in the Commercial Register or an enclosed power of attorney if the representative is a legal entity.

(hereinafter also the “**Issuer**”)

hereby enter, pursuant to the provisions of Art. 1746 (2) of Act 89/2012 Coll., Civil Code, as amended (hereinafter the "New Civil Code") and the provisions of Art. 94 (a) of Act 256/2004 Coll., on trading on the capital market, as amended (hereinafter the "Capital Market Trading Act"), into the following Issue Records agreement in relation to dematerialised securities in the Central Register.

I. Subject Matter

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 the Amendments 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 Trading 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.

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 Trading Act and the provisions of this Agreement. The scope and form of the service provision shall be governed by the Operating Manual of the Central Securities Depository Prague (hereinafter the "Operating Manual").
2. The dematerialised security issue maintained within the Central Register must be assigned identification according to the International Securities Identification Number system for the identification of securities (ISIN).

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 on Central Depository's website at www.cdcp.cz (hereinafter the "Website"),
 - b) by delivery to the data box of the Central Depository, or
 - c) by submitting a data entry phrase directly in the Central Register via the Central Depository participant, or
 - 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 supported with documents justifying such changes.
3. The orders placed by an Issuer of quoted securities that lead to changes in the Issue Records must be reported to the Central Depository within at least 5 business days prior to the entering thereof. If the period is to be shortened, the Central Depository must obtain 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 the 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 that will affect the data entered in the Issue Records, on 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 of any changes in the data relating to the Issuer entered in the Issuer records.
4. The conditions regarding the settlement of the primary issue of dematerialised securities, i.e. the issue of dematerialised securities to owners' accounts, and the conditions regarding stock events relating to the dematerialised 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 dematerialised bonds with a variable interest rate is obliged to notify the Central Depository of 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 may request that the Central Depository publish the information in Section 6 on its website free of charge. The Central Depository will publish the data on its website even without a request by the Issuer if the applicable law so requires. The Central Depository is entitled to share information provided by the Issuer to the Central Depository participants.

V. Price, Payment and Billing

The fees for services provided under this Agreement, as well as the payment and billing terms, are governed by the Central Depository Price List.

VI. Other Provisions

1. The Central Depository is entitled to publish, on its website and the Central Depository's Official Newsletter, 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 dematerialised security issue, for consideration, save for the information specified in Art. IV (6).
2. The Issuer hereby declares that as of the date of this Agreement, all requirements of Czech legal regulations relating to the issue of dematerialised securities have been fulfilled.
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 authorised 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 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 preferably 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 dematerialised security under the Issuer's dematerialised 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 mutual fund,
 - d) upon the cancellation of all dematerialised security issues of an Issuer registered by the Central Depository as a consequence of the Issuer's decision regarding the conversion of dematerialised securities to certificates.

**VIII.
Common and Final Provisions**

1. The Agreement is concluded for an indefinite period of time. This Agreement shall come into effect on the date of its signing by both Parties.
2. No amendments hereto shall take effect unless based on a written agreement between the Parties.
3. This Agreement is drawn up in two copies with the validity of an original; each Party shall obtain one copy hereof.

In on.....

In Prague on

For the Issuer:

For Central Securities Depository Prague:

.....
Name:

Title:

.....
Name:

Title:

.....
Name:

Title:

.....
Name:

Title: