

Mandate contract for arranging purchase or sale of securities

No. UP - MAN/.....

concluded in accordance with the provisions of § 36 Act no. 566/2001 Coll. on Securities and Investment Services as amended and on Amendments to Certain Acts (hereinafter referred to as

"Securities Act") and use of provisions of the Commercial Code no. 513/1991 Coll. as amended (hereinafter referred to as the "**Agreement**")

I. Article Contract parties

Business name: U.P. o.c.p., a.s.
Head office: Pribinova 20, Bratislava - mestská časť Staré Mesto 811 09, SR
Business ID: 52 506 452
Tax ID: 2121044728
IBAN account number: SK

Registered in the Commercial Register of the District Court Bratislava I., section: Sa, file number: 6970 / B

Acting through: Ramón Beño – Chairman of the Board
Lubomír Bukový – Member of the Board

(hereinafter referred to as the "Mandate Agent")

Name and surname/
Company name:

Permanent residence:

Birth ID / Business ID:

ID card number/ VAT ID:

Tax ID:

Represented by:

Registered in the Commercial Register,
section:.....

insert number :.....

(hereinafter referred to as the "Client ")

II. Article Contract subject

1. The Mandate Agent undertakes to arrange the purchase, sale or gratuitous transfer of financial instruments and securities in the name and on behalf of the Client, or to carry out activities aimed at achieving this result, on the basis of the Clients instructions.
2. The Client undertakes to pay the Mandate Agent a fee for the activities pursuant to Article II, point 1 of this Agreement.

III. Article General provisions

1. The Annex to this Agreement and its integral part are the General Terms and Conditions of U.P. o.c.p., a. s. (hereinafter referred to as the "**Terms and Conditions**"), which further regulate mutual rights and obligations of the contract parties. By signing this Agreement, the Client declares that he has the Terms and Conditions at his disposal, while he is acquainted with them and agrees with their current wording. The current wording of the Terms and Conditions can be found on the website www.up.sk in the documents section.
2. The Contract Parties shall comply with the provisions of this Agreement, the Terms and Conditions, the Securities Act, the Commercial Code and other generally binding legal regulations in the implementation of this Agreement.
3. In implementing this Agreement, the Contract Parties shall follow the rules of trading of individual securities markets, as well as the rules of individual securities depositories.)
4. The Mandate Agent is obliged to ensure the registration of the Client in his own records as well as on the relevant securities market, if so provided by the rules of the relevant securities market.
5. The precondition for the Mandate Agent's activities under this Agreement is the issuance of an instruction by the Client, which will specify the financial instruments or securities, the purchase, sale or free of charge transfer of which the Mandate Agent is to procure. The types and requirements of the instructions are determined by the Terms and Conditions.
6. The Mandate Agent is entitled to perform for the Client all acts necessary for the performance of the Agreement, including the submission of an order to register the suspension of the right to dispose and of an order to register the cancellation of the suspension of the right to dispose, in relation to the Clients property account. For this purpose, the Client grants the Mandate Agent power of attorney, which he confirms by handwritten signature on this Agreement.

7. The Mandate Agent is obliged to proceed with professional care when arranging the matters.)
8. The activity to which the Mandate Agent has undertaken must be carried out according to the instructions of the Client and in accordance with his interests, which the Mandate Agent knows or must know. The Mandate Agent is obliged to notify the Client of all circumstances which he has discovered during the arrangement of the matter and which may affect the change of the Client's instructions.
9. The Mandate Agent may deviate from the Client's instructions only if it is urgently necessary, in the Client's interest and the Mandate Agent cannot obtain his consent in time. However, even in these cases, the Mandate Agent may not deviate from the instructions if prohibited by this Agreement or the Client.

IV. Article Mandate Agent's fee

1. The Client is obliged to pay the Mandate Agent fee for the performance of the subject of the Agreement in the amount and in the manner specified in the Price List of Services of the Securities Dealer (hereinafter referred to as the "**Price List of Services**"), unless the parties agree otherwise. The Client is also obliged to reimburse the Mandate Agent for the costs incurred by the Mandate Agent in fulfilling his obligation. The stated costs are not included in the Mandate Agent's fee.
2. The price list of services forms an annex and an integral part of the Contract / Agreement. By signing this Agreement, the Client declares that he has at his disposal the Price List of Services, while he is acquainted with it and agrees with its wording. The current version of the Mandate Agent's Price List of Services can be found on the website www.up.sk in the documents section.
3. Details of the Mandate Agent's remuneration, costs, as well as the payment terms for the settlement of trades with financial instruments and securities are set out in the terms and conditions.

V. Article Duration of the Contract

1. The Agreement shall enter into force and effect on the day of its signing by the last of the Contract parties. The Agreement is concluded for an indefinite period.
2. This Agreement may be terminated by mutual agreement of both parties in writing form.
3. This Agreement may be terminated in writing by either party without giving a reason, with the notice period being 1 (one) month and begins to flow on the first calendar day of the month following the month in which the written notice was delivered to the other party.
4. From the effective date of the Clients' termination, the Mandate Agent is obliged not to continue the activity to which the termination relates. However, he is obliged to draw the attention of the Client to the measures necessary to prevent the occurrence

of damage immediately threatening the Client by failing to complete the activity related to the organization of the matter.

5. On the effective date of the Mandate Agent's termination, the Mandate Agent's obligation to carry out the activity to which he has committed himself expires. Should this interruption cause damage to the Client, the Mandate Agent shall notify him of the measures to be taken to avert it. If the Client cannot take these measures with the help of other persons and asks the Mandate Agent to perform them, the Agent is obliged to do so.
6. Any Contract party may resign from the Agreement only in the cases stipulated in the Agreement, terms and conditions or in cases stipulated by law, i. e. the reason for resign must indeed exist. The effects of resign from the Agreement occur upon delivery of this expression of will to the other party.
7. In the event of termination of the Agreement, the Contract Parties are obliged to perform all actions necessary to settle mutual rights and obligations.
8. This Agreement shall terminate if the Client does not give any instruction to procure the purchase or sale of financial instruments or securities within the period specified in the Terms and Conditions.

VI. Article Final provisions

1. In matters not specifically regulated by this Agreement, the contractual relations between the Contract parties are governed by the relevant provisions of the Securities Act, the Commercial Code and other generally binding legal regulations of the Slovak Republic.
2. This Agreement is made in two copies, with each of the Contract parties receiving one copy.
3. This Agreement may be amended on the basis of an amendment concluded between the parties in writing form. The Terms and Conditions and the Price List of Services may be changed unilaterally by the Mandate Agent. Details on the change of business conditions and the Price List of Services are regulated in the Terms and Conditions.
4. Upon the entry into force of this Agreement, all existing mandate agreements concluded between the Mandate Agent and the Client relating to the procurement of purchases, sales or gratuitous transfers of financial instruments or securities realized on the securities markets in the Slovak Republic shall be terminated. All existing reciprocal claims and obligations arising from canceled commission contracts shall be fully retained and governed by the provisions of this Agreement.
5. By signing this Agreement, the Client confirms that the Mandate Agent has provided him with information in writing form in accordance with § 73d and § 73p of the Securities Act in sufficient time before the conclusion of the Agreement.
6. The Contract Parties have read the Agreement, all its provisions are clear and comprehensible to them, expressing their free and serious will, free from any errors, as evidenced by their signatures.



In Bratislava, on :

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U.P. o.c.p., a.s.
Ramón Beño - Chairman of the Board

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U.P. o.c.p., a.s.
Lubomír Bukový - Member of the Board