

Centrální depozitář cenných papírů, a.s.

Registered office: Rybná 14, 110 05 Praha 1

Identification No.: 25081489

Entered in the Commercial Register at the Municipal Court in Prague, Section B, File No. 4308

Represented by Ing. Ondřej Dusílek, Chief Executive Officer

(hereinafter as the **“CDCP”**) on one side

And company

Commercial Name:	
Registered office:	
Identification No.:	
Registration in Commercial Register:	
Represented by:	

(hereinafter as the **“the Lender”**) on the other side

concluded on the day, month and year specified below, pursuant to Section 1746 (2) of Act No. 89/2012 Coll., Civil Code, as amended, within the meaning of Title III of the Part Special of UNIVYC Settlement System Rules (hereinafter as the **“Settlement Rules”**) and within the meaning of Art. 3 of Implementing Regulation to Univy Settlement System Rules – Securities Lending (hereinafter as the **“Lending Rules”**) this

AGREEMENT ON THE RESERVATION OF SECURITIES

Article 1

Subject of the Agreement

- (1) This Agreement on the Reservation of Securities (hereinafter as the **“the Agreement”**) regulates rights and obligations of the contracting parties in connection with reservation of the Lender’s book-entry securities as specified in Annex No. 1 of the Agreement – Specification of securities (hereinafter as the **“Securities”**) for the purpose of their lending in accordance with the Settlement Rules and Lending Rules (hereinafter together as the **“Rules”**).
- (2) The Lender states that he is prepared to make a reservation of Securities and enable CDCP to lend them on his behalf to a borrower.
- (3) CDCP is prepared to lend Securities to borrowers in accordance with the terms and provisions set in the Rules.
- (4) Rights and obligations of the contracting parties not governed by this Agreement shall be governed by the Rules.

Article 2

CDCP’s Statement

CDCP states that it is in the sense of generally binding legal acts duly authorized to provide settlement of trades in securities and activities related to settlement, including, but to limited to, organizing a mechanism of securities lending and borrowing as an intermediary between participants of settlement system.

Article 3

Securities Reservation

The Lender undertakes to ensure a reservation of Securities as of the day of reservation set in the Annex No. 1 (the **“Reservation Date”**). The Lender’s obligation to ensure Securities reservation is discharged if the Securities are registered on the Lender’s account in the CDCP register as of the Reservation Date.

Article 4

Lender’s Statement

The Lender states that as of the Reservation Date the Securities will be free of any pledge or other third party right. The Lender undertakes that he shall not enter into any agreement resulting in such a third party right

to the Securities during the term of the Agreement.

Article 5
Lending of Securities

- (1) The Lender hereby authorises CDCP to manage lending of the Securities as well as their return, and for this purpose to give instructions for transfer of the Securities, beginning no sooner than on the Reservation Date.
- (2) The Lender also authorises CDCP to provide settlement of other rights and obligations related to lending of the Securities.
- (3) CDCP undertakes to ensure that each borrower shall provide collateral for Securities lending and that it shall do its best to ensure return of Securities to the Lender by the procedure in accordance with the Rules.

Article 6
Remuneration for the Lender

- (1) CDCP undertakes to provide to the Lender a remuneration for reservation as it is set in accordance with the Article 11 of the Lending Rules. CDCP undertakes to collect for the Lender payments for the Securities lending and - after deducting its commission - to pay it in the form of remuneration in the way specified in the Lending Rules. The Lender accepts the right of CDCP to change or cancel the remuneration for lending according to the CDCP Price List during the reservation term.
- (2) The remuneration for reservation and remuneration for the Securities lending will be calculated daily and transferred in accordance with the Rules once in three months to the account notified by the Lender.

Article 7
Force of the Agreement

- (1) The force of the Agreement terminates by termination of Lender's participation in the Lending and Borrowing system according to the Rules.
- (2) The force of the Agreement terminates also on the day when all Securities reserved under the Agreement were withdrawn and the request of the Lender did not entail a request for renewal of the reservation agreement in full wording after expiry of the term set for the withdrawal.
- (3) If CDCP does not transfer the Securities on determined account in 14 days from the termination of the Agreement force, the Lender is entitled to request CDCP for financial compensation in the amount of market price of the Securities. Any other right of the Lender for reimbursement is not affected.

Article 8
Miscellaneous

- (1) The Agreement is concluded for indefinite period of time and it becomes effective on the date it is signed by both contracting parties.
- (2) None of the parties is entitled to cede the Agreement or any part of it to other subjects without previous consent of the other party.
- (3) The Agreement is made in two counterparts, each having the force of an original. Each of the parties shall receive one counterpart.

In Prague

In.....,

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Ing. Ondřej Dusilek, CEO
Centrální depozitář cenných papírů, a.s.

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On behalf of the Lender

Annex No. 1 to Agreement on the reservation of securities – Specification of Securities

Lender's Identification Number:	
Account Number ¹ :	
Reservation Date:	
ISIN:	
Securities Name:	
Securities Amount:	
ISIN:	
Securities Name:	
Securities Amount:	
ISIN:	
Securities Name:	
Securities Amount:	
ISIN:	
Securities Name:	
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Securities Amount:	

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 Ing. Ondřej Dusílek
 CEO

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 On behalf of the Lender

¹ Indicate the number of asset account or asset accounts where the reserved securities are registered, including the participant's code