INVESTMENT SERVICES AGREEMENT
RELATING TO THE LONG-TERM INVESTMENT PRODUCT

ENTERED INTO BY AND BETWEEN THE FOLLOWING PARTIES:

(1) **Direct Fondee a.s.,**
with the registered office at the address Pod dráhou 1636/1, Holešovice, 170 00 Prague 7,
ID number: 066 91 862,
registered in the Commercial Register maintained by the Municipal Court in Prague, section B, file 27322.
(hereinafter “**Platform**”)

a

(2) Name and surname:
Address: ,
Contact address: ,
Date of birth:
Birth number (if applicable):
Cell phone:
E-mail:
(hereinafter “**Client**”)

(The Platform and the Client hereinafter collectively as “**Parties**” and individually as “**Party**”),

WHEREAS:

(A) The Platform is a securities trader and operates the Fondee application allowing, under specified terms and conditions, the provision of principal investment services relating to investments in selected financial instruments within the scope of its authorization to act as a securities trader. The Platform is a provider of DIP and undertakes, as an entrepreneur, to provide his services in relation to the Pension Product as a long-term investment product according to the CMUA (specifically according to § 134g and following of the CMUA) for the Client.

(B) As a potential or existing investor, the Client is interested in investing in selected financial instruments and therefore wishes to use some of the services provided by the Platform.

THE PARTIES HAVE AGREED AS FOLLOWS:

1. DEFINITIONS

1.1 In addition to the terms defined directly in this Agreement on DIP, unless otherwise expressly provided in a particular case or if the context otherwise requires, capitalized terms used in this Agreement on DIP shall have the following meanings:

“**AML Law**” shall mean Act No. 253/2008 Coll., on certain measures against legitimization of the proceeds of crime and financing of terrorism, as amended, Decree No. 67/2008 Coll., on certain requirements for a system of internal rules, procedures and control measures against legitimization of the proceeds of crime and financing of terrorism, as amended, or any other legal regulation governing measures against legitimization of the proceeds of crime and financing of terrorism;

"**Pricelist**" shall mean the pricelist determining the fee for the Services;

"**DIP**" shall mean a long-term investment product according to the CMUA and ITA; it is one of the components of the state-supported retirement savings products; Pension Product is provided as DIP;

"**ETF**" shall mean a foreign exchange traded fund. Specific information on the nature of ETF is provided in the part "Information for Clients".

"**Principal Service**" shall mean the Principal Service as defined in the Commercial Terms and Conditions in the part "PRINCIPAL AND ANCILLARY SERVICES"; Principal Service consists of ETF Portfolio Management;

"**Commercial Terms and Conditions**" shall mean the Company's commercial terms and conditions relating to the Agreement on DIP;

"**Civil Code**" shall mean Act No. 89/2012 Coll., the civil code, as amended;

"**Pension Product**" shall mean pension investment account, i.e. the model portfolio selected by the Client when using the ETF Portfolio Management Service provided by the Platform for the purpose of investing for old age;

"**Order**" shall mean an order placed by the Client or by the Platform on the Client's behalf for purchase or sale of collective investment securities (ETF); orders placed by the Client are hereinafter Client's Orders, orders placed by the Platform are hereinafter Platform's Orders;

"**Claims Policy**" shall mean an internal regulation of the Company governing procedures for accepting and handling Client complaints and claims if Clients are not satisfied with the quality of the Services provided;

"**Ancillary Service**" shall mean the Ancillary Service as defined in the Commercial Terms and Conditions in Chapter 4 Principal Services and Ancillary Services; such services being (i) Asset Management - Investment Funds, (ii) Intermediation of Trades, and (iii) Investment Advisory;

"**Services**" shall mean the services provided by the Platform under the Agreement and/or Agreement on DIP, as defined in Chapter 3.1 of the Agreement on DIP;

"**Agreement**" shall mean the Investment Services Agreement concluded between the Client and the Platform, as amended;

"**Agreement on DIP**" shall mean this Investment Services Agreement relating to the Long-term Investment product, as amended;

"**Documents**" shall mean the Agreement, this Agreement on DIP and any other documents governing the legal relations established by virtue of this Agreement on DIP, as defined in Chapter 2.2 of the Agreement on DIP;

"**CMUA**" shall mean Act No. 256/2004 Coll., on capital market undertakings, as amended;

"**ITA**" shall mean Act No. 586/1992 Coll., on income taxes, as amended.

2. RECITALS

2.1 The Parties enter into the Agreement on DIP for the purpose of provision of the principal investment services by the Platform to the Client on the basis of its authorization to act as a securities trader in relation to DIP.

2.2 The Parties agree the Agreement on DIP shall merely represent a basic framework for the provision of services. Further rights and obligations of the Parties in the provision of the Services are further governed by:

(a) Commercial Terms and Conditions which stipulate further terms of the contractual relation between the Parties and regulate in detail the means of Service provision;

(b) Pricelist which specifies in detail the Platform's fee for the provision of the Services;

(c) Claims Policy;

(d) investment questionnaire pursuant to the CMUA;

(e) annex to the Agreement on DIP containing identification data of the Client in accordance with the AML Law; and

(f) information published prior to the conclusion of contracts on financial products listed in Article 8(1), (2), and (2a) of Regulation (EU) 2019/2088 and in Article 6(1) first subparagraph of Regulation (EU) 2020/852, which are prepared in template form.

2.3 Legal relations between the Parties not regulated by the Agreement on DIP or the Documents shall be governed by the Civil Code and other applicable legal regulations. Rules of individual markets and settlement centers may also influence the means of execution and settlement of Orders.

2.4 By virtue of the agreement between the Parties, the Platform may change the Commercial Terms and Conditions, Pricelist or Claims Policy to a reasonable extent, reflecting changes in legislation, rules and commercial terms and conditions of third parties engaged by the Platform in fulfilling its obligations towards the Client, due to changes in the scope or manner of provision of the

Services, introduction of new Services, rules of relevant markets or settlement centers, or for other relevant reasons (such as in connection with authorization related to maintenance of financial instrument asset account or any other changes in the scope or manner of provision of the Services under Chapter 5.2), and taking into account the Platform's business policy, or if the change to the Commercial Terms and Conditions is not to the Client's detriment. The Commercial Terms and Conditions, the Pricelist or the Claims Policy may be changed in particular, but not exclusively, with respect to the provisions governing communication between the Client and the Platform, the negotiation, change and termination of the Agreements, the terms and conditions of Service provision, or with respect to the requirements for the Client's representation in dealings with the Platform and the disclosure of important information to the Platform. In the event of changes to the Commercial Terms and Conditions, the Platform undertakes to inform the Client of such changes and their nature and extent without undue delay, via the Platform's website and also by electronic mail.

2.5 The Client has the right to object to a change in the Commercial Terms and Conditions, Pricelist or Claims Policy within 30 days from the date when the Platform informed him/her about a change in the Commercial Terms and Conditions, Pricelist or Claims Policy pursuant to Chapter 2.4. The Client shall terminate the Agreement on DIP by expressing his/her disagreement, with a notice period of 30 days. If the Client fails to reject the new wording of the Commercial Terms and Conditions, Pricelist or Claims Policy within the above period, the new wording shall become binding for the Client from the date of notification of the change to the Commercial Terms and Conditions, Pricelist or Claims Policy.

3. **SUBJECT-MATTER**

3.1 The Parties agree the Platform shall provide the Client with the following services under the terms and conditions laid down in the Agreement on DIP:

(a) Principal Service – ETF Portfolio Management, as defined in the Commercial Terms and Conditions, and within and on the basis of the model portfolio selected by the Client;

(b) Ancillary Services as defined in the Commercial Terms and Conditions, in respect of the collective investment securities.

(hereinafter “**Services**”)

3.2 The nature of the Services and the conditions governing their provision are detailed in the Commercial Terms and Conditions, in particular in Chapters 4 to 8.

3.3 For the avoidance of doubt, the Parties declare they understand that the Agreement on DIP shall not in itself entitle the Client to use the Ancillary Services, since their use is subject to the Client's request and the Platform's approval thereof. The Platform may reject the request without giving any reason. If the request is approved, the provision of the Ancillary Services shall be governed by this Agreement on DIP.

3.4 The Client undertakes to pay the Platform a fee for the Services provided under this Agreement on DIP in the manner and under the terms and conditions set out in the Agreement on DIP, and the Pricelist, which forms Annex 2 to the Agreement on DIP.

3.5 The Client acknowledges that, in addition to the Platform's fees, he/she shall also pay to third parties the fees of individual ETFs and, if the Ancillary Services are used, other foreign investment funds, if applicable. These fees are charged automatically from the amount invested and are included in the calculation of investment fund performance.

4. OBLIGATIONS OF THE PARTIES

4.1 In the provision of the Services to the Client, the Platform shall act with due professional care in accordance with the Agreement on DIP, Client's Orders (if Principal Service other than ETF Portfolio Management is concerned, where Client's Order is not admissible), legal regulations and rules and business practices of the relevant markets.

4.2 In order for the Platform to properly perform its obligations under the law and the Agreement on DIP, the Client undertakes to:

(a) provide the Platform with all necessary cooperation, in particular, but not limited to, true, complete and up-to-date information during the contractual relation, insofar as the Platform is obliged to process such information for the purpose of fulfilling its obligations under the Agreement on DIP or legal regulations, in particular under the CMUA or AML Law;

(b) inform the Platform without undue delay of any changes concerning his/her personal data or information he/she has provided to the Platform in connection with the fulfilment of the obligation referred to in lit. (a) above; and

(c) acquaint himself/herself thoroughly with all his/her obligations under the Agreement on DIP and with all risks associated with use of the Services, in particular the Client undertakes to acquaint himself/herself for this purpose with the contents of all documents provided to the Client by the Platform, including the Commercial Terms and Conditions, the Pricelist, the “Information for Clients”, “ESG infolist,” “Information published prior to the conclusion of contracts on financial products listed in Article 8(1), (2), and (2a) of Regulation (EU) 2019/2088 and in Article 6(1) first subparagraph of Regulation (EU) 2020/852,” which constitute Annex No. 5 to the Agreement on DIP, including the Rules for Acceptance and Transmission of Orders on the Best Conditions.

4.3 The Parties further agree they are interested in maximizing cost savings and reducing administration in the performance of their mutual obligations under the Agreement on DIP. Therefore, they agree on the following policy: all communications between the Parties, except for the performance of the Platform's statutory information duty under the CMUA, shall usually be electronic via email or the Platform's website.

4.4 The Client wishes to receive information in the future relating to the Services to be provided by the Platform to the Client under the CMUA

- ☐ in printed form on paper.
- ☒ in PDF form by e-mail to the e-mail address provided by the Client, or via the Platform's website.

The Platform informs the Client that providing information in printed form on paper may be charged.

4.5 The Client undertakes to provide the Platform with all necessary and appropriate assistance, should a need to amend or supplement the Agreement on DIP in light of a change in external conditions (e.g. regulatory requirements or requirements of third-party service providers), as well as internal conditions and needs of the Platform (e.g. in connection with the requirement for the proper and efficient performance its activities under the Agreement on DIP) arise.

5. REPRESENTATIONS AND AUTHORIZATION

5.1 To prevent any future misunderstandings between the Parties, the Client acknowledges and declares that he/she:

(a) has regular access to the Internet and is therefore able to get acquainted with the information provided by the Platform via email or the Platform's website;

(b) has been advised and is aware that part of the content of the Agreement on DIP is determined by the Commercial Terms and Conditions in accordance with Section 1751 of the Civil Code and acknowledges that he/she is bound by and expressly agrees to these Commercial Terms and Conditions;

(c) has been notified of, is aware of and agrees to the arrangements on unilateral changes to the Commercial Terms and Conditions, the Pricelist and the Claims Policy as set out in Chapters 2.4 and 2.5 of the Agreement on DIP;

(d) has been advised and is aware that he/she has been categorized by the Platform as a “Non-Professional Client” (retail client) under the CMUA and that he/she has been advised of the consequences thereof;

(e) acknowledges and agrees that in certain cases defined in the Documents, in particular in the Commercial Terms and Conditions, the Platform shall not be liable for damages incurred by the Client in the provision of the Service, in particular due to the risk entailing such Service or the failure of a third party engaged by the Platform in the provision of the Service;

(f) has read and understood all his/her obligations under the Agreement on DIP and all risks entailing the use of the Services, as required in Chapter 4.2, lit. (c), and has acknowledged and understood such information and instructions, and received and accepted any additional explanations. By signing the Agreement on DIP, the Client further expressly confirms that prior to signing the contractual documents relating to the investment service provided, the Platform provided the Client with detailed information and explanations on the content of the subject contractual relation and explained the nature of the investment service and contractual terms and conditions in a comprehensible manner, provided the "Information for Clients", "ESG infolist," "Information published prior to the conclusion of contracts on financial products listed in Article 8(1), (2), and (2a) of Regulation (EU) 2019/2088 and in Article 6(1) first subparagraph of Regulation (EU) 2020/852," which constitute Annex No. 5 to the Agreement on DIP (in the event that the Client will be utilizing the Services in relation to ESG-type ETFs) and Rules for Acceptance and Transmission of Orders on the Best Conditions, and the Client agrees to the aforementioned;

(g) is not aware of any legal or administrative proceedings involving him/her, or any criminal proceedings against him/her, where the outcome of such proceedings may affect the Client's ability to meet his/her obligations under the Agreement on DIP;

(h) is not bankrupt and has not been declared bankrupt, has not been granted debt relief or reorganization and no insolvency proceedings or execution procedure has been initiated against the Client;

(i) is aware that the liquidity of financial instruments is not guaranteed and therefore the ability to execute a trade in a financial instrument, including the execution of such trade in accordance with the Client's Instructions, is not guaranteed;

(j) is aware that the rates, prices, returns, appreciation, performance and other characteristics of financial instruments or currencies in the past cannot be an indication or guarantee of the future rates, prices, returns, appreciation, performance and other characteristics of such or similar instruments or currencies in the future, and such rates, prices, returns, appreciation, performance or other characteristics of instruments or currencies which are or may be the subject of the Client's Orders are subject to change and the said characteristics can therefore only be assumed and not guaranteed and therefore the return on the amount invested by the Client is not guaranteed;

(k) based on information received from the Platform, he/she understands the nature of the Services and the risks associated with the Services and is able to make an informed decision with respect to any Service;

(l) he/she has already familiarized himself/herself with the Documents before or at the conclusion of the Agreement on DIP and that he/she agrees with its contents and understands the individual provisions in the relevant documents, or that they have been explained to him/her by the Platform;

(m) agrees to execute trades in financial instruments also outside a regulated market or another public market if the financial instrument is not admitted to trading on a public market;

(n) is not on the list of individuals and entities subject to sanctions in accordance with special legal regulations, nor he/she is in commercial or other contact with these individuals;

(o) the Agreement on DIP is entered into in the context of disposal of the Client's exclusive property. Where the Client is a person living in a marriage or civil partnership, the Client represents that he/she is entering into the Agreement on DIP in the ordinary course of family business or has the consent of his/her spouse/partner to enter into the Agreement on DIP or any other legal act for which consent is required. The Client is obliged to present such consent in writing to the Platform within 30 days of receipt of a notice, otherwise the Platform has the right to withdraw from the Agreement on DIP immediately;

(p) acknowledges that Customer data may be reported to the Specialized Financial Office (in Czech "Specializovaný finanční úřad") and may be further provided to tax authorities in other countries where the Client may be a tax resident, if such countries or tax authorities in those countries have entered into agreements for the purpose of information exchange; and

(q) acknowledges that the Platform shall not arrange for the payment of taxes for the Client in connection with the provision of the Services under the Agreement or the performance of reporting obligations or other obligations arising from the ownership or transfer of financial instruments.

5.2 The Client hereby authorizes the Platform to enter into a contractual relationship with a bank or other authorized third party in the name and on behalf of the Client for the purpose of maintaining an asset account (typically the owner's account) of the Client's financial instruments, and to perform all other legal acts and deeds, arising out of such contractual relation, in particular to give instructions to execute the transfer of a financial instrument, to receive statements relating to all records in such asset account and to give instructions to open, change or close the Client's asset account for financial instruments (hereinafter "**Authorization**"). A detailed description of the scope of the Authorization is set out in the Commercial Terms and Conditions under "ASSET ACCOUNTS". The Authorization is effective until revoked in writing by the Client.

6. **PROVISION OF SERVICES RELATING TO DIP**

6.1 For the purposes of providing Services in relation to DIP, the provisions of this Chapter 6 shall take precedence over the general provisions of the Agreement on DIP and the Commercial Terms and Conditions.

6.2 For the purposes of this and the following chapter, the following terms will have the following meanings:

"**Registered Bank Account**" means the Client's own bank account held in the Client's name, which has been verified and approved by the Platform.

"**Unique Client Identification Code**" means a unique combination of numbers used to identify the Client's account and model portfolio for which the funds are sent and/or any other identifier provided by the Platform to the Client.

6.3 The Platform and the Client agree that the payment of funds or benefits from DIP or the depreciation of assets from DIP is possible only under the conditions specified by ITA in favor of the Client who arranged the product or under the conditions specified by ITA in favor of another taxpayer.

6.4 The Customer may have only one effective Agreement on DIP with the Platform at any given time.

6.5 The Platform does not allow assets from another provider of long-term investment product to be deposited into the Client's DIP with the Platform, except for sending funds for the purpose of investing in DIP with the Platform.

6.6 The deposit of funds in favor of the Client may be made:

(a) by means of a bank transfer from the Registered Bank Account to a special collection account held for the Platform,

(b) by means of a bank transfer from another bank account in the form of a contribution paid by the Client's employer to a special collection account held for the Platform for the purpose of using the Service for the employee's (Client's) DIP, along with the Unique Client Identification Code. The Platform may request information regarding the purpose of such bank transfer and additional information and documents before processing such bank transfer. The Platform is authorized not to process such bank transfer in favor of the Client without stating a reason or to return the funds to the bank account from which they were sent. The Platform will not process the bank transfer, and the funds will be returned, especially in case the Unique Client Identification Code is incorrectly entered or not entered at all, or if the Platform does not have sufficient information and cooperation to perform the identification and/or control required by AML Law. All costs and losses associated with incorrectly entered bank transfers are charged to the detriment of the third party or the Client,

(c) by means of a bank transfer from another bank account in the form of a monetary contribution deposited by another provider of long-term investment product of the Customer to a special collection account held for the Platform for the purpose of using the Service for the Client's DIP, along with the Unique Client Identification Code. The Platform may request information regarding the purpose of such bank transfer and additional information and documents before processing such bank transfer. The Platform is authorized not to process such bank transfer in favor of the Client without stating a reason or to return the funds to the bank account from which they were sent. The Platform will not process the bank transfer, and the funds will be returned, especially in case the Unique Client Identification Code is incorrectly entered or not entered at all, or if the Platform does not have sufficient information and cooperation to perform the identification and/or control required by AML Law. All costs and losses associated with incorrectly entered bank transfers are charged to the detriment of the third party or the Client.

6.7 The Platform is authorized to provide the Client's employer and/or another provider of long-term investment product with the necessary information for the proper provision of the employer's contribution and/or for sending funds for the purpose of investing in DIP with the Platform by another provider of long-term investment product, with the Client's explicit consent by signing the Agreement.

6.8 DIP with the Platform and the Agreement on DIP will terminate when the Client violates the obligations set out in ITA and CMUA regarding DIP, especially by completely withdrawing the assets within DIP (reducing the amount of managed assets to a value equal to CZK 0) before the expiration of the time limit set by ITA.

6.9 The Agreement on DIP can be terminated independently of the Agreement, by the methods specified in Chapter 17 of the Commercial Terms and Conditions.

6.10 The Client acknowledges that the termination of DIP or a breach of the Tax Support Conditions may, in accordance with the ITA, result in the Client's obligation to return the tax support under the ITA and to pay the Additional Charge – Pension Product in the manner and under the conditions specified in the Pricelist, which constitutes Annex No. 2 to the Agreement on DIP.

6.11 If the Client does not have an effective Agreement on DIP with the Platform or has terminated the Agreement on DIP and still sends funds to a special collection account held for the Platform for the purpose of using the Service for DIP, the Platform will return the funds sent to the bank account number from which the funds were sent.

6.12 The Platform reserves the right to unilaterally terminate the Agreement on DIP with the Client based on a written notice without notice, no earlier than after meeting the condition of 120 calendar months from the arrangement of DIP, but not earlier than in the calendar year in which the taxpayer reaches the age of 60, and at the same time, no Service is provided to the Client on the basis of Agreement on DIP for at least 1 year, and the assets within DIP are equal to CZK 0.

7. **TERM AND TERMINATION**

7.1 This Agreement on DIP is concluded for an indefinite period of time.

7.2 This Agreement on DIP may be terminated by either Party at any time without cause. The specific terms of termination of the Agreement on DIP are set out in the Commercial Terms and Conditions under “TERMINATION OF AGREEMENT”.

7.3 In certain cases, either Party may also withdraw from this Agreement on DIP especially in the event of a serious breach of the Agreement on DIP by the other Party. The specific conditions for withdrawal from the Agreement on DIP are set out in the Commercial Terms and Conditions under “TERMINATION OF AGREEMENT”.

8. **FINAL PROVISIONS**

8.1 The Client acknowledges that signing this Agreement on DIP shall represent a proposal to the Platform to enter into the Agreement on DIP which shall take effect on the date of its acceptance by the Platform, which is confirmed to the Client via e-mail or the Platform's website. The Client wishes to be bound by the Agreement on DIP (including the Commercial Terms and Conditions) should the Client's proposal be accepted by the Platform. The conclusion and effectiveness of the Agreement on DIP do not create an obligation for the Client to invest.

8.2 The Client declares that the information provided to the Platform in connection with the conclusion of this Agreement on DIP is complete, true and up-to-date.

8.3 This Agreement on DIP and any disputes arising from it shall be governed by the applicable body of laws of the Czech Republic.

8.4 This Agreement is in both languages, Czech and English. In the event of any inconsistency, the Czech version is the original language and the English version is a translation for information purposes only. In case of conflict, the Czech version will prevail and will therefore be the binding version for both parties.

8.5 Attached to this Agreement on DIP as its integral part are the following Annexes:

(a) Annex 1 Commercial Terms and Conditions

(b) Annex 2 Pricelist

(c) Annex 3 Claims Policy

(d) Annex 4 Investment and AML Questionnaire

(e) Annex 5 Information published prior to the conclusion of contracts on financial products listed in Article 8(1), (2), and (2a) of Regulation (EU) 2019/2088 and in Article 6(1) first subparagraph of Regulation (EU) 2020/852

8.6 This Agreement on DIP may be amended only by written amendments signed by both Parties.

In 1. 5. 2026 on 12:34

Höllge

For **Direct Fondee a.s.**	
Laureen Höllge,	Client
member of Board of Directors	