

# General Agreement no

On execution of non-cash transactions with foreign currencies and provision of payment services  
(hereinafter as „the Agreement“)

## Contracting parties:

Fortissimo, spol. s r.o.

Lidická 1264, Třinec 739 61, Czech Republic  
DIČ CZ 63321521

Registered in Register of Companies at Regional Court in Ostrava, Czech Republic, section C, entry 8296

through the agency of Tadeusz Farny, agent  
(hereinafter as „the Provider“)

and company or person

Business name/name and surname :

Registered office/address :

TAX ID / live birth certificate number (CZ) : or date of birth (for CZ non-residents):

Agent/Authorised person :

(hereinafter as „ the Client“)

## I. The Subject of the Agreement

1. The Provider undertakes to provide the Client with services in the area of executing non-cash transactions with foreign currencies and executing payment transactions (hereinafter also „Services“) in accordance with this Agreement, orders of the Client and General the Business Terms of the Provider (hereinafter as „GBT“), which constitute an inseparable part of this Agreement. This Agreement also governs any other services provided in accordance with the current offer of the Provider.
2. The Client undertakes to pay the Provider a due consideration in accordance with the current Price List of the Provider (hereinafter „Price List“)

## II. Rights, Obligations and Declarations of Contractual Parties

1. The Provider is obliged to provide services with due professional care and according to the Client's instructions.
2. The Provider shall inform The Client about all orders executed in accordance with GBT.
3. In the course of fulfilling obligations arising from the Contract to the Provider, the Client is obliged to provide the Supplier with necessary cooperation, disclose all relevant facts and information related to the subject matter of this Contract.
4. The Client herein acknowledges and agrees to the fact that in relation to the Agreement the Provider and a contractually bound third party, which can be a foreign entity, collect, process and save Client's personal data, including the Client's Live Birth Certificate number, to the extent needed for meeting requirements of the law and fulfilling obligations arising from the Contract, and the Client understands that this activity will be carried out for the whole time of the contract's existence, and or the time of legal relations arising from or related to the Contract. The Provider undertakes to keep all obligations arising from Act 101/2000 on protection of personal data.
5. The Client declares that prior to provision of services, he/she was acquainted with the contents of the Agreement, the GBT and the Price List, information regarding the Provider, basic information on offered services, possible risks and or other important information regarding conditions for provision of services (hereinafter only "important information").
6. All important information is available to the Client on the Provider's website [www.4tissimo.com](http://www.4tissimo.com).
7. The Client agrees to be informed by the Provider about every change of important information or other changes mainly by means of the Provider's internet website. The Client declares that he/she has access to the internet service, uses it on regular basis and has the possibility to be acquainted with information posted on the Provider's web pages before each and every provision of service.
8. The Client and the Provider have agreed that e-mail correspondence shall be used for common communication and common exchange of information relating to this Agreement. E-mail correspondence will be sent by the Provider to the e-mail address provided by the Client. The Client gives the Provider his/her consent to sending business e-mail messages and letters related to offer of services.

## III. Other Provisions

1. This Agreement is a replacement of any previous General Agreement concluded between the contractual parties regarding the same subject matter. If an existing Client concludes a new agreement with the Provider, the contractual parties agree that appendices to any previous General Agreement, mainly the List of Authorised Persons and the List of Active Accounts of the Client and other relevant appendices shall remain valid.
2. The Agreement can be changed only on the basis of mutually approved amendments in writing, amendments must be approved both by the Client and the Provider. This provision, however, does not apply to making changes in the GBT and the Price List, which can be altered unilaterally by the Provider in compliance with applicable provisions set out in GBT.
3. In case of multi lingual versions of this Agreement, only the Czech version of the Agreement is legally binding.
4. The contract has been concluded for an unlimited period of time. The Client can terminate this Agreement any time in writing, with the notice period of one month. The Provider can terminate the Agreement any time with notice period of two months. The notice period starts on the first day following the date of delivery of the letter of termination.
5. This Agreement comes into force at the moment of signing by both contractual parties, and becomes effective after the Client meets all legal obligations and registers in the information and trading system of the Provider. Client's signature on the Agreement acts simultaneously as the signature specimen for orders and commands according to this Agreement.
6. The Client herein declares, that i) he/she is not a politically active person, ii) is the owner of the funds which will be granted to Fortissimo for providing its services, iii) his/her funds do not come from illegal activities and financing of terrorism, iv) Fortissimo's services will not be used for money laundering and financing terrorism.
7. The Client is not authorised to transfer any of his rights or obligations arising from this Agreement to a third party without obtaining prior written consent of the Provider.
8. The contractual parties herein declare that they read this Agreement, understood all provisions set out in it, which they herein confirm with their signatures.

In Trinec, date .....

In ....., date .....

On behalf of the Provider:

The Client /On behalf of the Client

Internal record:

Mode of Identification:

Identity of the Client's agent was approved by:

a) personally

Abbreviated: .....

b) at a distance

Signature: .....