

**FRAMEWORK AGREEMENT ON PAYMENT SERVICES**

On the below specified day, month and year, the following companies

**FAS finance company s.r.o.**

with its registered office at: Bulharská 996/20, Vršovice, 101 00 Prague 10

ID No.: 055 31 047

registered in the Commercial Register maintained by the Municipal Court in Prague, Insert C 265237

represented by Pavel Martynau, Executive Manager

(hereinafter the “**Provider**”)

and

**/name of the company/**

with its registered office at:

ID No.:

registered in

represented by **/name of the representative/**, Executive Manager

(hereinafter the “**Client**”)

(hereinafter collectively the “**Parties**” or “**Contracting Parties**”)

enter into this

**FRAMEWORK AGREEMENT ON PAYMENT SERVICES**

(hereinafter the “**Agreement**”)

under the provisions of Section 127 of Act No. 370/2017 Coll., on financial relations (hereinafter the “**Act on Financial Relations**”)

**1. INITIAL PROVISIONS**

- 1.1. The Provider is authorized to provide payment services on the basis of a certificate on registration ref. No.: 2017/061698/CNB/570 issued by the Czech National Bank (hereinafter the “**Authorization**”).
- 1.2. The Client is interested in performing payment transactions through the Provider.
- 1.3. This Agreement establishes rights and obligations of the Client and the Provider in relation to the provision of payment services to which the Provider holds the Authorization.

## 2. SUBJECT MATTER OF THE AGREEMENT

- 2.1. The Provider undertakes to establish a payment account for the Client and to perform payment transactions for the Client under the conditions specified in this Agreement and in the General Terms and Conditions to the Framework Agreement on the Provision of Payment Services (hereinafter the “GTC”).
- 2.2. The Client undertakes to pay to the Provider for the performed payment transactions the remuneration under the conditions of this Agreement, the GTC and the Price List in force on the day when the given payment transaction was performed (hereinafter the “Price List”).

## 3. REMUNERATION

- 3.1. The Provider is entitled to charge the Client for the performed payment transaction the remuneration in accordance with the Price List in force on the day when the given payment transaction was performed. The Price List is always publicly available at the website of the Provider: [www.fasfinance.com](http://www.fasfinance.com).  
The Contracting Parties have agreed that a part of the remuneration shall be specified in Annex No. 1 to this Agreement instead of in the Price List.
- 3.2. The remuneration shall always be paid at the moment the payment order of the given transaction is placed or potentially from the Client’s account maintained by the Provider in accordance with the GTC. The Provider is entitled to set the remuneration off against the payments to be made in favour of the Client.

## 4. DECLARATIONS OF THE PARTIES

- 4.1. The Client declares:
  - 4.1.1. to be entitled to enter into this Agreement and fulfil its obligations arising from this Agreement;
  - 4.1.2. that the conclusion of this Agreement or realization of the obligations arising from this Agreement do not constitute any violation of the Client’s contractual or statutory obligation;
  - 4.1.3. that the conclusion of this Agreement is not in contrast to any requirement, decision or interim measure issued by a court, an administrative body or an arbitrator which is binding to the Client;
  - 4.1.4. that the conclusion of this Agreement does not constitute any violation of property rights of third parties;
  - 4.1.5. not to be bankrupt or nearly bankrupt within the meaning of the provision of Section 3 of the Insolvency Act and not to have been under any insolvency proceedings as a debtor which could lead to bankruptcy, and that no such proceedings are pending;
  - 4.1.6. that as of the date of concluding this Agreement, no executory proceedings or proceedings in regard to the enforcement of a decision or the tax executory proceedings have been commenced against the Client or are pending;
  - 4.1.7. not to have committed any acts or omissions which could lead to invalidity of this Agreement or which could endanger or contest the realization of obligations arising from this Agreement;
  - 4.1.8. not to have any information on any circumstances which could thwart the realization of obligations arising from this Agreement.
- 4.2. The Client further declares:
  - 4.2.1. to have made itself familiar with the GTC prior to the conclusion of this Agreement and to have understood the GTC;
  - 4.2.2. to have been properly informed in accordance with Act No. 370/2017 Coll., on the payment relations, as amended, prior to the conclusion of this Agreement.

## 5. COMMUNICATION

- 5.1. The communication between the Client and the Provider shall be performed via electronic mail and by phone.

## 6. CLIENT'S CONSENTS TO THE COLLECTION AND PROCESSING OF PERSONAL DATA

- 6.1. The protection of personal data of the Client who is an individual is ensured by Act No. 101/2000 Coll., on the protection of personal data, as amended.
- 6.2. The Client consents to the processing of his/her following personal data: first name and surname, address of his/her residence, date of birth, identification number, tax identification number, address of electronic mail, phone number and number and type of an identification card (hereinafter collectively the "Personal Data").
- 6.3. The Client consents to the processing of the Personal Data by the Provider for the purposes of the realization of rights and obligations arising from this Agreement.
- 6.4. The Client acknowledges to be obliged to provide his/her Personal Data in a correct and true manner and to be obliged without undue delay to inform the Provider of any changes to these Personal Data.
- 6.5. The Provider is entitled to commission a third party to process the Client's Personal Data as the processor. Without the previous Client's consent, the Client's Personal Data shall not be disclosed to third parties.
- 6.6. The Personal Data shall be processed for an indefinite period of time. The Personal Data shall be processed in an electronic form in an automated manner or in a printed form in an unautomated manner.
- 6.7. The Client confirms that his/her provided Personal Data are accurate and to have been informed of the fact that the provision of Personal Data is voluntary.
- 6.8. Should the Client suspect that the Provider or the processor (Point 6.5) performs the processing of the Client's Personal Data in contrast to the protection of the private and personal life of the Client or in contrast to legislation, especially if the Personal Data is inaccurate with regard to the purpose of their processing, then the Client is entitled to:
- 6.8.1. request explanation from the Provider or the processor;
- 6.8.2. request from the Provider or the processor to eliminate such condition. This may include: blocking, rectification, supplementing or liquidation of the Personal Data. Should the Client's request under the previous sentence be found justified, the Provider or the processor shall eliminate the harmful condition immediately. Should the Provider or the processor fail to satisfy the request, the Client is entitled to contact the Office for the Protection of Personal Data directly. This provision shall not in any way affect the Client's right to contact the Office for the Protection of Personal Data directly in the first place.
- 6.9. Should the Client request information on the processing of his/her Personal Data, the seller is obliged to provide such information. The Provider is entitled to request reasonable reimbursement for the provision of information in accordance with the previous sentence, provided that the reimbursement does not exceed the amount actually spent on the provision of the given information.

## 7. FINAL PROVISIONS

- 7.1. This Agreement as well as the rights and obligations arising from this Agreement or in relation hereof shall be governed by Czech law, particularly by the Act on the Payment Relations and Act No. 89/2012 Coll., Civil Code, and the GTC.
- 7.2. This Agreement is concluded for an indefinite period of time.

- 7.3. This Agreement is executed in the Czech language. Should there be any discrepancies between the Czech and English versions, the Czech version shall prevail.
- 7.4. The rights and obligations arising from this Agreement shall pass to legal successors of the Contracting Parties.
- 7.5. Should any potential reason of invalidity only apply to some provisions of this Agreement, only such provisions shall be considered invalid, unless their nature or content or circumstances under which the given provisions was negotiated imply that such provision cannot be separated from the remaining part of the Agreement.
- 7.6. This Agreement represents the complete agreement between the Contracting Parties in the matter of the subject of this Agreement and replaces all previous arrangements between the Contracting Parties in the matter of the subject of this Agreement. This Agreement may only be modified in the form of a written agreement between the Contracting Parties, and any changes in a less strict form are excluded.
- 7.7. This Agreement is made out in two (2) counterparts, and each Contracting Party shall receive one (1) counterpart hereof.

**Signatures:****In Prague on****In Prague on**

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Pavel Martynau

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