INTERNATIONAL INVESTMENT PLATFORM

# FlexMax Investment Account Application Form

This FlexMax investment account opening application form ("**Application**"), in compliance with Section 6 clause 2 a) and Section 31 of the Securities Act, is submitted to the Broker by the Client stated in Article I. The Client submits the Application for the purpose of concluding an Agreement to open a FlexMax investment account ("**Agreement**"). The Agreement is concluded between the Broker and the Client stated in Article I of this Application.

## ACCOUNT OPENING FORM

### ARTICLE I CLIENT 1

1. Title: 2.Surname: 3.First Name(s):

4. Date of birth: *(ddmmyyyy)* 5. Place of birth: 6. Nationality:

7. Occupation: 8. Employer: 9. Employer sector:

10. Passport number: 11. Passport issuing country: 12. Passport valid until: *(ddmmyyyy)*

13. E-mail: 14. Telephone:

**RESIDENTIAL ADDRESS:**

15. Street, Number:

16. Post Code:

17. City:

18. Country:

**MAILING ADDRESS[1]:** *(to be completed only if different from the residential address)*

19. Street, Number:

20. Post Code:

21. City:

22. Country:

[1] *In the event of a joint account, all correspondence shall be dispatched to the address of Client 1 only.*

**BANK DETAILS OF CLIENT**

23. Account holder: 24. Account number:

25. IBAN *(if applicable)*: 26. SWIFT/BIC code: 27. Sort code:

28. Bank name:

29. Bank address *(street, number, city, Post Code, country)*:

☐ **JOINT ACCOUNT*** **CLIENT 2**

30. Title: 31. Surname: 32. First name(s):

33. Date of birth: *(ddmmyyyy)* 34. Place of birth: 35. Passport number:

*(Client 1 and Client 2 hereinafter referred to as the "Client")*

## INVESTMENT CONDITIONS

36. Investment currency:* ☐ **GBP** ☐ **USD** ☐ **EUR**

37. Investment amount:

The Broker may reject the Application if the investment amount is lower than GBP 20,000 / USD 30,000 / EUR 25,000.

If the amount of funds received by the Broker differs from the investment amount stated by the Client above ("**Investment**"), the Broker will contact the Client. If the Client does not respond within 5 working days of the sending of the e-mail to confirm that the amount received is to be invested, the Broker will open the FlexMax investment account and proceed with the investment.

By signing this Application the Client declares that the funds deposited into their account have not come from illegal activities, including money laundering.

**Please indicate as appropriate*

38. **Source of Funds:**
Please detail below how the assets that are being invested according to the Agreement have been generated:*

☐ Savings from employment *(please include name of employer, position held, date of employment, location and nature of business of the employer)*

☐ Redundancy payment ☐ Inheritance ☐ Property sale ☐ Investment sale ☐ Profit from business activities ☐ Other *(please specify)*:

39. **Source of Wealth:**
"Source of Wealth" is distinct from source of funds in that it describes the activities that have generated your total net worth as an individual - including funds and other assets not held with the Broker or invested in this Investment Account.
**What is the source of the wealth? ***

☐ Savings from employment *(please include name of employer, position held, date of employment, location and nature of business of the employer)*

☐ Redundancy payment ☐ Inheritance ☐ Property sale ☐ Investment sale ☐ Profit from business activities ☐ Other *(please specify)*:

*The Broker may require documentary evidence such as a bank statement, statement of probate or investment contract note to support Broker's understanding.*

## DECLARATIONS

40. The Client declares that the Client is the Ultimate Beneficial Owner** and that:

| | | | |
|---|---|---|---|
| The Client * | the funds | ☐ are | ☐ are not the Client's property |
| | client | ☐ acts | ☐ does not act on its own behalf |
| | | ☐ is | ☐ is not a politically exposed person** |
| | | ☐ is | ☐ is not a sanctioned person with respect to Act No. 289/ 2016 Coll., on the implementation of international sanctions and on Amendments to Act No. 566/ 2001 Coll., On securities and investment services, and on Amendments to Certain Acts *(the securities act)*, as amended. |

*** Politically Exposed Person and Ultimate Beneficial Owner are defined in the TaC, in the meaning of the respective Contract and in Act 297/2008 Coll. on protection against legalisation of proceeds of crime and on protection against financing of terrorism and on amendment and supplementation of certain acts.*

41. The Client ☐ agrees with the delivering of documents, information and communication between Broker and Client via electronic communication media or via the Broker's webside www.iiplt.com. Electronic communication media includes the delivering of documents, information and other communication via e-mail, telephone, fax, Online Access. The Client declares that the Client has regular access to the specified e-mail address and regular use telephone number in the Article I.

If the Client disagrees with the delivering of documents, information and communication between Broker and Client via electronic communication media or via the Broker's website, then the Client should advise the Broker on administration@iiplt.com. Any documents delivered by mail may be charged according to the Charge list available at https://iiplt.com/en/documents-noeu.

## RISK TOLLERANCE QUESTIONNAIRE

Risk Tollerance questionnaire is a mandatory attachment to every newly signed contract.
Please fill it out at address https://iiplt.com/en/iq, print it out and attach it to the contract.

## BANK DETAILS OF THE BROKER

When submitting funds for investment please use the following payment details:

Bank: **Raiffeisen Bank International AG,** Address of the bank: **Am Stadtpark 9, 1030 Vienna, Austria**
Account holder: **International Investment Platform, o.c.p., a.s.,** BIC/SWIFT code: **RZBAATWW,** Reference: **Name of Client 1**

Account currency: **GBP**
IBAN: **AT093100008357904773**

Account currency: **USD**
IBAN: **AT193100007057904773**

Account currency: **EUR**
IBAN: **AT873100000157904773**

Bank: **Československá obchodná banka, a.s.,** Address of the bank: **Žižkova 11, 811 02 Bratislava**
Account holder: **International Investment Platform, o.c.p., a.s.,** BIC/SWIFT code: **CEKOSKBX,** Reference: **Name of Client 1**

Account currency: **GBP**
Account no: **1055028013 / 7500**
IBAN: **SK5475000000001055028013**

Account currency: **USD**
Account no: **1055027803 / 7500**
IBAN: **SK9875000000001055027803**

Account currency: **EUR**
Account no: **255174133 / 7500**
IBAN: **SK3475000000000255174133**

## ARTICLE II

1. Under the Agreement the Broker is bound to carry out - in its own name - any and all activities required to purchase or sell securities/foreign securities on the Client's account based on the Client's Instructions and the Client is bound to pay fees stated in the Fee Schedule or in the GTC, which are a part of Agreement and provide all necessary assistance to the Broker.
2. The Terms and Conditions of International Investment Platform, o.c.p., a.s. for the provision of investment services ("**GTC**") are applied to the Agreement. Terms used in the Agreement have the meanings specified in the GTC, unless the Agreement stipulates otherwise.
3. The Agreement will become valid and effective upon delivery of an acceptance notice confirming the Client's successful Application. The Broker will deliver the acceptance notice to the Client after verifying the Agreement details including all documents listed in the checklist. The Broker is entitled to refuse an Application.

## ARTICLE III

1. The Client confirms that he/she:
   a) has personally received a written copy of the GTC, that he/she signed and that has made themselves familiar with the text thereof, agree to the GTC and aware that the GTC constitute an inseparable part of the Agreement;
   b) has read and understood all sections of the Agreement; these being the GTC, the Fee Schedule, and any other relevant documents published on the Broker's website, in accordance with which the Service is provided; and that the Client agrees with them and is obliged to comply with them;
   c) has been provided with information pursuant to the Securities Act relating to their categorization, specified in the Information for Clients and Potential Clients on the rules for the provision of investment services;
   d) has been properly informed of the nature of the risks related to the provision of the investment services, of the criteria used to determine a client's categorisation, of the Client's right to request information from the Broker, of the Broker's obligations and responsibilities as a stock broker, of the method and frequency of financial instruments evaluation in the Client's Portfolio, of measures for avoiding the occurrence of conflicts of interests and of conflict of interests specified in the document Information for clients and potential clients on the rules of providing investment services;
   e) has been properly informed of where the service is provided, of how the Broker executes the Instructions, of the Broker's strategy on forwarding of Instructions specified in the documents Strategy to carry out Instructions and the Information for clients, potential clients on the rules of providing investment services and in the GTC;
   f) is aware that the Broker will not be breaching its duty of professional care in the event that the Client selects Securities for purchase which do not suit its classification as a non-professional client, provided that the Client insists on the execution of the purchase despite having been informed by the Broker that such securities are unsuitable;
   g) is aware that some of the Securities available may not be assigned for public offer;

   has understood all the above-mentioned information and that all of the above-mentioned information and documents are published and available to the Client on the Broker's website.
2. The Client confirms that he/she has familiarised themselves with the prospectus and simplified prospectus or KIID, management regulations, offering memorandum or similar documents, the latest annual and semi-annual reports as well as any statutes published by the issuers of the Securities which the Client shall obtain under the Instructions, and the Client agrees with the stated documents and is bound to comply with them.
3. By signing this Application the Client declares that all the information provided herein and all the documents provided according to the Checklist are valid, up to date, complete, correct, original and true.
4. The Client acknowledges that the Broker as controller of their Personal Data, the Broker will process any data specified in the Instruction in accordance with the GDPR, on the basis of Act No. 297/ 2008 Coll. and the securities act for the purposes specified therein. This processing does not require the Client's consent. Detailed information on the processing of personal data is specified in document Information for the Clients in accordance with provisions of Article 13 and 14 of the Regulation (EU) 2016/ 679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data (GDPR), and is available on the Broker's website www.iiplt.com/en/documents-noeu and in GTC.
5. The Client is aware of all potential risks and losses related to the Services requested to be provided/Securities requested to be purchased.
6. The Broker informs the Client, that Financial instruments entrusted to Broker are protected by a protection system through the Guaranteed Investment Fund in terms of The Securities Act, while information on terms and conditions of the protection of clients in terms of The Securities Act is posted on the Broker's website.
7. The Client confirms that all legal acts must be manually signed and acknowledged by an authority, or signed by electronic signature. An electronic signature may be used if the assurance level of that electronic identification means corresponds to the assurance level substantial or high according to Regulation (Eu) No 910/2014 of the European Parliament and of the Council on electronic identification and trust services for electronic transactions in the internal market.

## CONSENT TO PERSONAL DATA PROCESSING

By signing this document, I consent to the processing of my personal data by the company International Investment Platform, o.c.p., a.s., as the operator of such data within the extent set forth in the Article I – Client under the following conditions.
This consent to personal data processing also applies to personal data given in other contract documentation held by the operator, primarily in sections of the Agreement, including a photocopy of the ID document of the relevant individual and a utility bill verifying the residential address.

Purpose of personal data processing:
With regard to the above-mentioned personal data, the operator of the personal data is entitled to mainly collect, record, store, organize, search, use, and, if necessary to achieve the purpose of personal data processing as outlined below, provide such personal data to third parties with whom the operator has a contractual relationship; and this for the purpose of provision and execution of investment and other related services of the operator, the sending of information on products and services, advertising and marketing and other activities of the operator. I agree that the personal data that I have provided may be processed to the same extent and for the same purpose by other persons/entities within the operative and organizational structure of the operator´s group.

Duration of Consent:
This consent is granted for an indefinite period until its withdrawal. This consent cannot be withdrawn during the period stated by the applicable legislation *(in particular the Securities Act)*, and for at least as long as it takes for the purpose of its processing as described above *(provision and execution of investment services and related services of the operator)* to be met.

Conditions for withdrawal of consent:
The relevant individual may withdraw their consent in writing, delivered to the operator or sent to the operator via e-mail.

Rights and other information concerning this consent:
1. This consent may be withdrawn by the relevant individual under the conditions stated in this consent to personal data processing.
2. The relevant individual has the right to request written information from the operator at any time on what data is being collected about them and obtain a written reply promptly.
3. The relevant individual provides the personal data voluntarily.
4. The personal data may be supplied to, besides the operator, other persons/entities within the group of the operator.
5. In relation to personal data processing, the rights as set out in the Act No. 122/2013 Coll. on Protection of Personal Data and amendments in other acts apply to the relevant individual.
6. Only true personal data may be provided in the consent to personal data processing. The person providing such personal data bears responsibility for the correctness and truthfulness or otherwise of that data.
7. The relevant individual agrees to notify the operator of any changes in the data provided should they occur.

By signing this Application, the Client declares that the funds deposited into their account have not come from illegal activities, including money laundering, and that the funds are the Client's property and that the Client is depositing them into their own account.

## ARTICLE IV
## INSTRUCTIONS FOR PURCHASE

Please specify below each Security to be purchased along with the percentage or amount to be purchased. The subsequent total or value of the specified Securities must equal 100% of the total investment amount. The minimum purchase amount for an individual Security is at least 5% of the total Investment or at least GBP 1,500 or currency equivalent. Please be aware that the Broker may, at its sole discretion, reject an Instruction for purchase if these minimum levels are not adhered to.

### Note to executable quantity:

By signing or submitting this Order, the Client expressly instructs and authorises the Broker, solely for the purpose of determining the executable quantity, as follows:

(a) Where the Client submits a Buy or Sell Order by reference to a monetary amount rather than a quantity, and the relevant Financial Instrument may be traded only in whole units, standard lots or other prescribed trading increments, the Broker shall convert the instructed monetary amount into an estimated quantity by reference to any limit price specified in the Order or, in the case of a market order, the prevailing indicative market price at the time the Order is processed. The Broker shall round such quantity down to the nearest quantity permitted by the relevant execution venue or executing broker and shall execute, or transmit for execution, the Order in the resulting quantity without obtaining a further instruction from the Client.

(b) Where the Client submits an Order specifying a fractional quantity, or any other quantity that does not conform to the trading increments permitted by the relevant execution venue or executing broker, the Broker shall round the instructed quantity down to the nearest permitted trading increment and shall execute, or transmit for execution, the Order in the resulting quantity without obtaining a further instruction from the Client.

The Broker shall not round the quantity upwards and shall not disregard any price limit or other specific instruction given by the Client. The Client acknowledges that the actual transaction value may be lower than, or otherwise differ from, the instructed monetary amount as a result of such rounding, movements in the execution price, foreign-exchange rate movements and any applicable fees, charges or taxes, as determined in accordance with the Agreement.

Any resulting residual cash or any remaining unexecuted quantity of the relevant Financial Instrument shall remain in the Client's account, as applicable. If the rounding would result in a zero executable quantity, or if the Order cannot otherwise be executed, the Broker shall reject the affected Order or the affected part thereof, promptly notify the Client and request a new or supplementary instruction.

| No. | Name of Security (inc. Ticker & Market) | ISIN | Percentage or amount of the total investment | Subscription charge / Entry fee (%) |
|---|---|---|---|---|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
| 8. | | | | |
| 9. | | | | |
| 10. | | | | |
| | | | **Total: 100%** | |

The Broker will deduct monies from the Investment account as and when appropriate in order to cover the cost of fees and other related charges as set out in the Fee Schedule or the GTC. Fees that are collected in advance will be deducted from the investment amount stated in Article I of this Application before any investment is made. This may result in the actual amount invested being lower than the investment amount received. Fees that are collected in arrears will be deducted from the Investment account on the anniversary of the opening of the Investment account. The Broker reserves the right to sell all or part of any Security at its sole discretion if there is insufficient cash available on the Investment Account to cover Fees due.

If in this Instruction a subscription charge or entry fee is specified, the Client acknowledges and agrees that this fee is deducted by the relevant Security. If a subscription charge or entry fee is not specified in this Instruction and the relevant Security applies a subscription or entry fee, or if the actual subscription or entry fee of the relevant Security is higher than it is specified in this Instruction, the offering documents of the relevant Security will take precedence.

If the purchase of a particular Security is not feasible due to reasons beyond the Broker's control, the Broker will, without undue delay, advise the Client and request supplementary Instructions. The Client acknowledges and agrees that in a case where the purchase of a particular Security is not feasible, the Broker is to hold the funds assigned for the purchase as cash, until supplementary Instruction are received.

The Client is aware of all potential risks and losses related to the Services requested to be provided/Securities requested to be purchased and the Client hereby requests the execution of the Instruction as it is.

The Client has been informed by the Broker that in the case of a Service provided under these Instructions, the Securities purchased may have a different base currency than the Client's investment currency; the Client is fully aware of and accepts all risks *(especially foreign exchange risks)* related to this fact.

The Client has been informed by the Broker that in accordance with the GTC their Instructions will be executed or forwarded for execution within 14 days of their acceptance.

The conditions of providing the Instructions are settled in the GTC.

## FEE SCHEDULE – INDIVIDUAL INVESTORS

| | |
|---|---|
| Entry Fee | ☐ % (maximum **7**%) |
| Management and Supervision Fee | ☐ **0.115%** per quarter with **70** minimum*<br>☐ **0.435%** per annum with **250** minimum* |
| Servicing Fee | ☐ % ☐ per annum ☐ per quarter ☐ in Arrears ☐ in Advance |

**Conditions:**

1. Entry fee is taken in advance and is based on the original investment amount.
2. Management and Supervision fee is taken in advance on the anniversary of the opening of the Investment Account and is based on the value of the Investment Account on that day. Management and Supervision fee has a quarterly or annual option. If no selection is made, then the Fee will be charged quarterly.
3. Servicing Fee can be charged in arrears or in advance. Servicing Fee has a quarterly or annual option. If no selection is made, then Servicing Fee will be charged quarterly in advance. Servicing Fee constitutes income for the Introducer Company. However, on the Instruction of the Introducer Company the Servicing Fee may be shared with third parties.
4. Other expenses, for example external Securities Charges, third party brokerage, custody, delivery of Securities and corporate actions Fees and bank transfer Fees, are not part of fees stated in the table above and will be charged if applicable.
5. Other standard charges for IIP products are available at https://iiplt.com/en/documents-noeu and they may be subject to change over time.
6. The Terms and Conditions of International Investment Platform, o.c.p., a.s. for the provision of investment services and all other relevant contractual documentation are applied for this Fee Schedule.

** Charges will be calculated and deducted based on the account currency*

## SELF-CERTIFICATION FORM FOR INDIVIDUALS[1]
## CLIENT 1

International Investment Platform, o.c.p., a.s., a company with its registered office at Einsteinova 24, 851 01 Bratislava ("**IIP**") is obliged under the Agreement between the Slovak Republic and USA on Automatic Exchange of Financial Account Information (Foreign Account Tax Compliance Act or "**FATCA**"), the Convention on Mutual Administration Assistance in Tax Matters setting up Common Reporting Standards ("**CRS**") and the respective national legal regulation[2] to improve International Tax Compliance and to collect certain information about each Account holder´s tax arrangements.

Please, complete the sections below as directed and provide any additional information as requested. Please note, that in certain circumstances we may be obliged to share this information with relevant tax authorities.

If any of the information below about the Account holder´s Tax residency or FATCA classification changes in the future, please ensure that we are advised of these changes promptly.

### Part I Identification of Beneficial Owner

1. Title: Mr. Surname: _____

First name(s): _____

2. Country of citizenship: _____

3. Permanent residence address *(street, apt. or suite no., or rural route)*
**Do not use a P.O. Box or care-of address.**

Street, Number: _____

City: _____ Post code: _____ Country: _____

4. Mailing address (if different from above)

Street, Number: _____

City: _____ Post code: _____ Country: _____

5. U.S. taxpayer identification number (SSN or ITIN), if required: _____

6. Foreign tax identifying number: _____

7. Reference number(s) : _____

8. Date of birth: _____ 9. Place of birth: _____

### Part II Claim of Tax Treaty Benefits *(for FATCA purposes)*

10. I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

11. **Special rates and conditions** *(if applicable)*: The beneficial owner is claiming the provisions of Article _____ of the treaty identified on line 9 above to claim a _____ % rate of withholding on *(specify type of income)*: _____

Explain the reasons the beneficial owner meets the terms of the treaty article:

_____

### Part III Self certification for CRS purposes

Country/Jurisdiction of Residence for Tax Purposes and related Taxpayer Identification Number or functional equivalent ("**TIN**")

Please complete the following table indicating (i) where the Account Holder is tax resident and (ii) the Account Holder's TIN for each country/Reportable Jurisdiction indicated. Countries/Jurisdictions adopting the wider approach may require that self-certification include a tax identifying number for each jurisdiction of residence *(rather than for each Reportable the Jurisdiction)*. If the Account Holder is not tax resident in any country/jurisdiction *(e.g., because it is fiscally transparent)*, please indicate that on line 1 and provide its place of effective management or jurisdiction in which its principal office is located.

If the Account Holder is tax resident in more than three countries/jurisdictions, please use a separate sheet

If a TIN is unavailable please provide the appropriate reason **A, B or C where appropriate**:

**Reason A** - The country/jurisdiction where the Account Holder is resident does not issue TINs to its residents

**Reason B** - The Account Holder is otherwise unable to obtain a TIN or equivalent number *(Please explain why to obtain a TIN in the below table if you have selected this reason)* you are unable to obtain a TIN in the below table if you have selected this reason

**Reason C** - No TIN is required. *(Note. Only select this reason if the domestic law of the relevant jurisdiction does not require the collection of the TIN issued by such jurisdiction)*

| Country/Jurisdiction of tax residence | TIN | If no TIN available enter Reason A,B or C |
|---|---|---|
| 1 | | |
| 2 | | |

| Please explain in the following boxes why you are not able to obtain a TIN if you selected Reason **B** above. |
|---|
| 1 |
| 2 |

### Part IV Certification & Declaration for FATCA and CRS

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income to which this form relates or am using this form to document myself as an individual that is an owner or account holder of a foreign financial institution,
- The person named on line 1 of this form is not a U.S. person,
- The income to which this form relates is:
  (a) not effectively connected with the conduct of a trade or business in the United States,
  (b) effectively connected but is not subject to tax under an applicable income tax treaty, or
  (c) the partner's share of a partnership's effectively connected income,
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country, and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.
- Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

I understand that the information supplied by me is covered by the full provisions of the terms and conditions governing the Account Holder´s relationship with IIP setting out how IIP may use and share the information supplied by me.

I acknowledge that the information contained in this form and information regarding the Account Holder and any Reportable Account(s) may be reported to the tax authorities of the country/jurisdiction in which this account(s) is/are maintained and exchanged with tax authorities of another country/jurisdiction or countries/jurisdictions in which the Account Holder may be tax resident pursuant to intergovernmental agreements to exchange financial account information.

I certify that I am the Account Holder *(or authorised to sign for the Account Holder)* of all the account(s) to which this form relates.

[1] *Further details and definitions can be found within (i) the OECD Common Reporting Standard for Automatic Exchange of Financial Account Information, (ii) Foreign Account Tax Compliance Act and (iii) www.iiplt.com website where selected defined Terms are published. If you have any questions then please contact your tax adviser or domestic tax authority.*

[2] *Act no. 359/2015 Coll. on Automatic Exchange of Financial Account Information for the purpose of tax administration as amended and the Ministry of Finance of the Slovak Republic Regulation no. 446/2015 Coll. setting up the details of reviewing the Financial Accounts by the Reporting Institutions.*

## SELF-CERTIFICATION FORM FOR INDIVIDUALS[1]
## CLIENT 2

International Investment Platform, o.c.p., a.s., a company with its registered office at Einsteinova 24, 851 01 Bratislava ("**IIP**") is obliged under the Agreement between the Slovak Republic and USA on Automatic Exchange of Financial Account Information (Foreign Account Tax Compliance Act or "**FATCA**"), the Convention on Mutual Administration Assistance in Tax Matters setting up Common Reporting Standards ("**CRS**") and the respective national legal regulation[2] to improve International Tax Compliance and to collect certain information about each Account holder´s tax arrangements.

Please, complete the sections below as directed and provide any additional information as requested. Please note, that in certain circumstances we may be obliged to share this information with relevant tax authorities.

If any of the information below about the Account holder´s Tax residency or FATCA classification changes in the future, please ensure that we are advised of these changes promptly.

### Part I Identification of Beneficial Owner

1. Title: _____ Surname: _____

First name(s): _____

2. Country of citizenship: _____

3. Permanent residence address *(street, apt. or suite no., or rural route)*
**Do not use a P.O. Box or care-of address.**

Street, Number: _____

City: _____ Post code: _____ Country: _____

4. Mailing address (if different from above)

Street, Number: _____

City: _____ Post code: _____ Country: _____

5. U.S. taxpayer identification number (SSN or ITIN), if required: _____

6. Foreign tax identifying number: _____

7. Reference number(s) : _____

8. Date of birth: _____ 9. Place of birth: _____

### Part II Claim of Tax Treaty Benefits *(for FATCA purposes)*

10. I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

11. **Special rates and conditions** *(if applicable)*: The beneficial owner is claiming the provisions of Article _____ of the treaty identified on line 9 above to claim a _____ % rate of withholding on *(specify type of income)*: _____

Explain the reasons the beneficial owner meets the terms of the treaty article:

_____

### Part III Self certification for CRS purposes

Country/Jurisdiction of Residence for Tax Purposes and related Taxpayer Identification Number or functional equivalent ("**TIN**")

Please complete the following table indicating (i) where the Account Holder is tax resident and (ii) the Account Holder's TIN for each country/Reportable Jurisdiction indicated. Countries/Jurisdictions adopting the wider approach may require that self-certification include a tax identifying number for each jurisdiction of residence *(rather than for each Reportable the Jurisdiction)*. If the Account Holder is not tax resident in any country/jurisdiction *(e.g., because it is fiscally transparent)*, please indicate that on line 1 and provide its place of effective management or jurisdiction in which its principal office is located.

If the Account Holder is tax resident in more than three countries/jurisdictions, please use a separate sheet

If a TIN is unavailable please provide the appropriate reason **A, B or C where appropriate**:

**Reason A** - The country/jurisdiction where the Account Holder is resident does not issue TINs to its residents

**Reason B** - The Account Holder is otherwise unable to obtain a TIN or equivalent number *(Please explain why to obtain a TIN in the below table if you have selected this reason)* you are unable to obtain a TIN in the below table if you have selected this reason

**Reason C** - No TIN is required. *(Note. Only select this reason if the domestic law of the relevant jurisdiction does not require the collection of the TIN issued by such jurisdiction)*

| Country/Jurisdiction of tax residence | TIN | If no TIN available enter Reason A,B or C |
|---|---|---|
| 1 | | |
| 2 | | |

| Please explain in the following boxes why you are not able to obtain a TIN if you selected Reason **B** above. |
|---|
| 1 |
| 2 |

### Part IV Certification & Declaration for FATCA and CRS

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income to which this form relates or am using this form to document myself as an individual that is an owner or account holder of a foreign financial institution,
- The person named on line 1 of this form is not a U.S. person,
- The income to which this form relates is:
  (a) not effectively connected with the conduct of a trade or business in the United States,
  (b) effectively connected but is not subject to tax under an applicable income tax treaty, or
  (c) the partner's share of a partnership's effectively connected income,
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country, and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.
- Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

I understand that the information supplied by me is covered by the full provisions of the terms and conditions governing the Account Holder´s relationship with IIP setting out how IIP may use and share the information supplied by me.

I acknowledge that the information contained in this form and information regarding the Account Holder and any Reportable Account(s) may be reported to the tax authorities of the country/jurisdiction in which this account(s) is/are maintained and exchanged with tax authorities of another country/jurisdiction or countries/jurisdictions in which the Account Holder may be tax resident pursuant to intergovernmental agreements to exchange financial account information.

I certify that I am the Account Holder *(or authorised to sign for the Account Holder)* of all the account(s) to which this form relates.

[1] *Further details and definitions can be found within (i) the OECD Common Reporting Standard for Automatic Exchange of Financial Account Information, (ii) Foreign Account Tax Compliance Act and (iii) www.iiplt.com website where selected defined Terms are published. If you have any questions then please contact your tax adviser or domestic tax authority.*

[2] *Act no. 359/2015 Coll. on Automatic Exchange of Financial Account Information for the purpose of tax administration as amended and the Ministry of Finance of the Slovak Republic Regulation no. 446/2015 Coll. setting up the details of reviewing the Financial Accounts by the Reporting Institutions.*

42. **CHECK LIST:**

**CLIENT(S) ARE ASKED TO PROVIDE THE FOLLOWING DOCUMENTS:***

- ☐ Application
- ☐ Certified copy of the Client's passport [2]
- ☐ Copy of bank transfer
- ☐ Risk Tollerance questionnaire
- ☐ Certified copy of a utility bill (or bank statement, employer's letter, national identity card, tax assessment, a letter from a public authority) verifying the residential address of the Client [2]
  Certification shall be ensured by a representative of an introducer company or by an authorised person (e.g. embassy official, notary public, public authority).

[2] *In the event of a joint account, the above documents shall be provided by each Client.*

## INTRODUCER COMPANY

I/We being the person introducing the above Client(s) hereby give assurance that:

a) evidence of the identity of the Client(s) has been obtained and will continue to be recorded by me/us in accordance with
   i. any requirements of the Broker as notified to me/us from time to time,
   ii. National Bank of Slovakia laws, guidance and decisions on the prevention of Money Laundering *(and all regulations and guidance issued in substitution thereof and in addition thereto where applicable)*,
   iii. requirements described in the Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing *(and all regulations and guidance issued in substitution thereof and in addition thereto where applicable)*,
   iv. the requirements of any other regulatory body of any jurisdiction applicable to the business submitted;
b) I/We confirm that I/we have met the Client(s) in person;
c) I/We confirm that I/we have seen the original documents specified above and have checked the name and identity of the Client(s) and the beneficial owner and all requested documents are attached.

The Clients authorise the identified Consultant to make instructions in the form provided by the Broker and to access to their investment account in Online Access. For that purpose the Clients provide to the Consultant access rights to their Online Access account.

The client wishes to authorise the Consultant identified in this section to arrange for the following transactions:

- ☐ re-allocation of their Securities by means of instruction for Re-allocation
- ☐ switching of their Securities by means of instruction
- ☐ investment of additional funds sent by means of Top-Up Form:
- ☐ subscription from cash proceeds available on Account by means of a form determined by the Broker

By signing this application, the consultant accepts the authorization to represent the client in the above-mentioned transactions.

43. Surname: _____ 44. First name(s): _____

45. Telephone: _____ 46. E-mail: _____

47. Company: _____

48. Business address – Street, Number: _____

City: _____ Post/ZIP code: _____ Country: _____

55. Signature of Authorised person: _____

** Please indicate as appropriate*

**The Agreement is considered to be incomplete and may be rejected if any fields on the form are left unfilled or if any of the required documents are not attached.**

# Terms and Conditions of International Investment Platform, o.c.p., a.s. for the provision of investment services ("GTC")

INTERNATIONAL INVESTMENT PLATFORM

## A. GENERAL PART

### 1. Basic Provisions

**1.1** These Terms and Conditions shall regulate all relations arising between the Broker and the Client when providing services and when the Broker carries out activities pursuant to the Securities Act, as well as relations arising in connection with activities to facilitate the provision of Services by the Broker even in the event that no Service was provided.
**1.2** The Terms and Conditions shall be part of any Agreement concluded between the Broker and the Client or Instruction given by the Client to the Broker in connection with the relevant Services of the Broker regardless of whether the Service was modified in the Terms and Conditions.
**1.3** If the provisions of the written Agreement concluded between the Broker and the Client are different from the provisions within the GTC, the provisions of the written Agreement shall be final. If the provisions of the GTCs related to individual Services or Agreements contain a regulation differing from the general or final provisions of the GTCs, the provisions of the specific part of these GTCs shall be final.

### 2. Definitions

The terms set out here with a capitalised first letter, and used in the GTC, as well as Agreements, Instructions or documentation relating to Agreements shall have the meaning as defined in the GTC or in the specific Terms and Conditions, unless stated otherwise in the Agreements.

**Account**
Broker's account used for transfers in connection with the provision of Services, especially for balancing the S/FS purchase and sale as well as for the balancing of trade with other financial instruments, payment of fees and costs, securing other financial transactions necessary for the proper provision of Services.

**Advance payment**
Amount of money provided by the Client to the Broker as a deposit for the payment of fees, costs, purchase of S/FS or other financial instrument in order to perform Services.

**Agreement**
Any contract or agreement concluded between the Broker and the Client in connection with the provision of Services.

**Agreement on portfolio management**
Agreement concluded between the Client and the Broker, under which the Broker as the manager shall be obliged to manage the Portfolio within the extent of the Agreement on portfolio management and for which the Client shall be obliged to pay a fee to the Broker.

**Broker**
The company International Investment Platform, o.c.p., a. s., with registered office at Einsteinova 24, 851 01 Bratislava, The Slovak Republic, Identification number (Company ID): 35 771 801, incorporated in the Business Register of the City Court Bratislava III, Section: Sa, Insert No.: 4532/B.

**Broker´s Group**
A group composed of the following companies: International Investment Platform S.A., Grand Duchy of Luxembourg; International Investment Platform, o.c.p., a.s., The Slovak Republic.

**Broker's website**
www.iiplt.com

**Brokerage Agreement**
Agreement concluded between the Client and the Broker under which the Broker as facilitator shall be obliged to develop activities directed at the Client as the interested person to provide for the sale or purchase of S/FS and for this the Client shall be obliged to pay a fee to the Broker.

**Business Day**
The normal business hours of any working day during which the Broker provides their Services. Such times will be distributed via Broker's website. The Business Days of the Broker shall not include public holidays of the Slovak Republic. They shall also not include days which the Broker declares as a non-business day due to especially serious operational reasons; the Broker shall make such a declaration by Broker's website or via Online Access no later than 5 days prior to the day which is to be declared a non-business day.

**Charge**
Fees agreed in the Agreement, GTC or in the Service Charge List which the Client shall be obliged to pay for Services or for the other services related to the Services.

**Client**
The Client is a natural person or legal entity requesting a Service or a with whom the Broker is negotiating the provision of Services, who is in a contractual relationship with the Broker, or to whom the Broker provides or shall provide Services.

**Confidential Information**
All information related to the Broker's Clients which the Broker acquired during or in connection with the provision of Services, including information subject to business secret pursuant to the Commercial Code.

**Commission Agreement**
Agreement concluded between the Client and the Broker whereby the Broker as the commission agent shall be obliged to manage the sale or the purchase of S or FS in its own name, to the Client's account, or carry out activity to achieve such a result and for this the Client as the committer shall be obliged to pay the Broker a fee.

**Foreign depository**
Body where the FS and their ownership are recorded as either on the Broker's account, that of its agent or on the Client's account.

**Foreign Security or FS**
Any financial instrument or record of such which is assessable in monetary terms recorded in a manner and form stipulated by laws of the country in which the foreign security is issued and which carries rights extended under relevant legal regulations, especially the right to request payment of such asset or exercise specific rights against specific individuals, pursuant to laws of the country in which the security was issued; a Foreign Security issued abroad shall be considered a security issued outside the territory of the Slovak Republic to both citizens and residents of that territory and foreigners and tradable on a foreign market.

**Identification data**
Identification number of the Agreement assigned to the Client by the Broker after the conclusion of the Agreement or which the Client is informed of after the conclusion of the Agreement based on which the Broker shall verify the Client's identity when communicating remotely with the Client.

**Investment advice**
Provision of a special recommendation by the Broker for the Client pursuant to the Agreement and Terms and Conditions.

**Instruction**
Instruction, request, requirement for provision of Services by the Client according to the Agreement, Terms and Conditions, Securities Act and other special laws. A templates of an Instruction form is provided by the Broker via Broker's website. The first Instruction for purchase is a part of the Application.

**ISIN**
International Securities Identification Number (ISIN) - labelling of S and FS according to an international numbering system for securities identification assigned by the ISIN Organisation according to ISO 6166.

**Mandate Agreement**
Agreement concluded between the Client and the Broker whereby the Broker as the mandatary shall be obliged to manage the sale or the purchase of S or FS on behalf of the Client as the mandator and the Client's account based on the Client's instructions or it shall carry out activity in order to do so and for this the Client shall be obliged to pay the Broker a fee.

**Online Access**
The Broker's information system, within which the Client has an individual password-protected account through which the Client has unlimited, continuous and free online access to information about their investments, including related notifications and information provided by the Broker.

**Paper S/FS**
S/FS in the form of a certificate of which there is a record in accordance with the Securities Act.

**Personal Data**
Personal Data of the Client - natural person (private individual) pursuant to the Regulation EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR"), in conjunction with Act No. 18/2018 Coll. on the protection of personal data and on amendment and supplement of certain acts as amended, obtained by the Broker in relation to the Client in providing, or in connection, with the provision of Services.

**Politically Exposed Person**
Politically Exposed Person under the act No. 297/2008 Coll. On Protection against Money Laundering and on Protection against Terrorist Financing and on Amendments and Supplements of Certain Acts (AML Act) is

**a)** a natural person who is or has been entrusted with a prominent public function. (a head of state, Prime Minister, Deputy Prime Minister, Minister, head of central body of state administration, state secretary or similar deputy minister, a member of Parliament, a judge of the supreme court, a judge of the supreme administrative court, a judge of the constitutional court or other judicial bodies of higher instance, against the decision of which no appeal may be lodged, except in special cases, Chairman of the Judicial Council of the Slovak Republic, Vice-Chairman of the Judicial Council of the Slovak Republic, Chairman of the Special Criminal Court, Vice-Chairman of the Special Criminal Court, Chairman of the Regional Court, Vice-Chairman of the Regional Court, Chairman of the District Court or Vice-Chairman of the District Court, a member of the court of auditors or of the central bank board, an ambassador, chargé d'affaires, a high-ranking officer in the armed forces, armed corps or armed security corps, a member of the managing body, supervisory body or audit body of a state enterprise or a state-owned company; the Prosecutor General, the Deputy Prosecutor General, the Special Prosecutor, the Deputy Special Prosecutor, the Regional Prosecutor, the Deputy Regional Prosecutor,

the District Prosecutor or the Deputy District Prosecutor, a person in another similar function of national or regional significance or another similar function performed in the institutions of the European Union or in international organisations, a member of the statutory body of a political party or political movement);

**b)** a natural person who is
- the spouse or a person equivalent to a status of the spouse of the person referred to in the letter a)
- the child, son-in law or daughter-in law of a person referred to in the letter a)
- or a person having a status similar to that of son-in law or daughter-in law of a person referred to in the letter a)
- the parent of the person referred to in the letter a)

**c)** a natural person known to be the beneficial owner of the same customer or to be otherwise in control of the same customer, as a person referred to in the letter a) or running a business together with the person referred to in the letter a), or the customer who has been established in favour of the person referred to in the letter a).

**Portfolio**
The Client's assets consisting of S, FS, other financial instruments, funds determined for the purchase of S/FS or other financial instruments which the Broker shall be entitled to manage them pursuant to the Agreement on portfolio management.

**Proxy**
A Proxy shall be any natural person or legal entity authorised by the Client to act on his/her behalf and notified by the Client to the Broker in the form approved by the Broker.

**S/FS account**
Account opened by a Foreign depository, Broker or a third party where the S/FS belonging to the Client are recorded.

**Securities Act**
Act No. 566/2001 Coll. On securities and investment services and on changes and amendments of several acts as amended or any other Act replacing the Act No. 566/2001 Coll. On securities and investment services and on changes and amendments of several acts as amended.

**Security or S**
Any financial instrument or record of such which is assessable in monetary terms, recorded in a manner and form stipulated by law, which carries rights as defined in the Securities Act and in other laws, especially the right to request payment of such assets or exercise specific rights against individuals as specified by law the Security shall be a security issued in the Slovak Republic.

**Service Charge List or Fee schedule**
List of the Broker's charges and fees; the Service Charge List is an integral part of the Agreement and it is also published at Broker's website. Some charges and fees are also listed in the GTC.

**Service or Services**
Investment service or supplementary service provided to the Client by the Broker during the performance of the Broker's activities in accordance with the Securities Act on a contractual basis or based on an Instruction.

**Ultimate Beneficial Owner**
Ultimate Beneficial Owner is any natural person who actually controls or manages a legal person, a sole trader or a property pool, and any natural person for whose benefit those persons perform their services or business; an Ultimate Beneficial Owner is primarily,

**a)** in the case of a legal person who is not a property pool or issuer of securities admitted to trading on a regulated market subject to disclosure requirements under a special regulation, an equivalent legal regulation of a Member State or equivalent international standards, a natural person who
- has a direct or indirect holding or a sum total of at least 25% of the voting rights in the legal person or its capital including bearer shares;
- has the right to designate, otherwise appoint or recall a statutory body, a managing body, a supervisory body or an audit body in the legal person or any of its members;
- controls the legal person in a manner other than that referred to in the first and second points above;
- has the right to economic benefit of at least 25% of the business of the legal person or of its another business;

**b)** in the case of a natural person - sole trader, a natural person who is entitled to the economic benefit of at least 25% of the business of the natural person - sole trader or of its another business;

**c)** in the case of a property pool, a natural person who
- is the founder or establisher of the property pool; if the founder or the establisher is a legal person, a natural person under a) of this definition above;
- has the right to designate, otherwise appoint or recall the statutory body, the managing body, the supervisory body or the audit body of the property pool or a member thereof, or is a member of a body entitled to appoint or otherwise establish or recall such bodies or their member;
- is the statutory body, the managing body, the supervisory body, the audit body or a member of such bodies;
- is the beneficiary of at least 25% of the funds provided by the property pool if the future beneficiaries of the funds were designated; if the future beneficiaries of the funds of the property pool were not designated, the group of persons who have a significant benefit from the establishment or activities of the property pool is considered to be the Ultimate Beneficial Owner.

Where no natural person meets the criteria referred to in point a) of this definition, the members of its senior management are considered to be the Ultimate Beneficial Owners of such person; a statutory body, a member of a statutory body, an authorized agent and a senior employee in the direct management of the statutory body shall be considered a member of senior management.
The Ultimate Beneficial Owner is also a natural person who does not themselves meet the criteria under a), b) or second and fourth point under c) of this definition, but together with another person acting in accordance with them or by joint action meets at least some of those criteria.

**Terms and Conditions or GTC**
The Terms and Conditions of International Investment Platform, o.c.p., a.s., for the provision of investment services.

**3. Performance and identity verification**

**3.1.** A legal entity incorporated in the Companies Register or other equivalent foreign register shall act via its statutory body or a representative in a manner set out in the relevant extract from the Companies Register or other equivalent document. A legal entity not incorporated in the Companies Register shall act via its statutory body, i.e. persons who shall be authorised thereto by the foundation deed of the legal entity or by other corresponding deeds pursuant to relevant legal regulations. Should the structure of the legal entity's statutory body change, such change shall be effective with regard to the Broker as of the moment of presentation of an original or officially legalised copy of a valid decision of a body which is, under the memorandum of association, foundation deed, establishment deed, establishment agreement, foundation deed or articles of association of the legal entity, entitled to effect such change.

**3.2.** An individual may act independently in relation to the Broker only provided that he/she has full legal capacity, unless otherwise stated by the present GTCs. Persons older than 18 have full legal capacity provided that a court has not limited their legal capacity or has not deprived them of their legal capacity, unless otherwise stated by legal regulations. As for persons who do not have legal capacity, their legal representative shall act for them in relations with the Broker, while they shall be obliged to present the Broker with deeds proving their authorisation to do so.

**3.3.** Legal entities and natural persons may be represented by a Proxy or representative on the basis of a power of attorney. The authorisation must be granted in written form and it must be sufficiently explicit. The Broker may assess the explicitness of the power of attorney at its own discretion. The Client's signature on the power of attorney shall have to be legalised in an official or other manner considered satisfactory by the Broker. The Client shall undertake to notify the Broker of any amendment or termination of the validity of the power of attorney without undue delay.

**3.4.** Should the power of attorney be issued outside the territory of the Slovak Republic, the signature on the power of attorney shall be legalised by a person entitled to legalise signatures in the country in which the power of attorney has been issued. The Broker shall be entitled to require this power of attorney to be officially legalised and super-legalised or accompanied with the clause "Apostille" pursuant to the Convention de la Hague on Cancellation of Requirement of Foreign Public Documents Legalisation of 5th October 1961. At its own discretion the Broker may also accept verification of the signature on a power of attorney issued outside the territory of the Slovak Republic by an authorised person who has been approved by the Broker.

**3.5.** In providing Service the Broker may require the Client to prove their identity unless otherwise stated in a special regulation. In order to provide the Service the Client shall comply with this requirement of the Broker. The Broker may refuse to maintain the Client's anonymity during the provision of Service, unless otherwise stated in a special regulation.

**3.6.** Each individual Client shall prove their identity to the Broker with a valid identity document or passport. When providing Services via technical means and not in person identity shall be proved by identification data. If the Client is a juvenile who has no identity document, the Broker shall check the identity of the juvenile's legal representative and such representative shall present a document which makes clear that they have authorisation for representation, as well as the birth certificate of the juvenile Client.

**3.7.** Identity document shall mean mainly: identity card, passport, foreigner's residence permit if it contains a photograph and identity documents of citizens of European Union member states at the Broker's discretion. The Broker shall be entitled to request from the Client, in cases determined by the Broker, a supplementary identity document. The Client shall agree to allow the Broker to make a photocopy of the identity document presented by them and to keep this photocopy as partial information on the Client.

**3.8.** Should a representative act for the Client, either on the basis of law or of a power of attorney, the Broker shall check the representative's identity and the representative shall present the Broker with a document which makes clear that they have authorisation for representation. An individual acting on behalf of a legal entity shall prove his/her identity in the same way as a Client - natural person.

**3.9.** The Broker shall be entitled to identify the Client and require proof of identity of the Client or persons acting on behalf of the Client. The Broker may keep records of the data acquired in this manner within the extent set by generally binding legal regulations.

**B. SPECIAL TERMS AND CONDITIONS**

**4. Agreement on provision of services**

**4.1.** Based on the Agreement for the provision of one or more Services the Broker shall be obliged to provide the Client with Services as set out in this Agreement and for this the Client shall be obliged to pay a fee to the Broker therefor.

**4.2.** If the terms of the Agreement include the acceptance and the delegation of an

Instruction related to S or FS issued by the Undertakings for Collective Investments, the Broker shall be obliged to delegate the Instruction for its execution according to the Agreement and Terms and Conditions whereas the Broker's obligation shall be considered as met at the moment an Instruction for execution to another Stock Broker or relevant Undertakings for Collective Investments is submitted. The Broker shall not be responsible for executing an Instruction which was delegated for execution. The terms for submitting an Instruction and its execution shall be determined by the Broker and are published at the Broker's website.

**4.3.** In the case of an Instruction which includes the Service for acceptance and delegation, the provisions of point 5.5.2 of the GTC shall apply accordingly, providing the Instruction does not contain any required properties, the Broker shall be entitled, but not obliged to delegate the Instruction for its execution.

**5. Commission Agreement**

**5.1.** Based on the Commission Agreement the Broker as the commission agent shall be obliged to arrange, in its own name to the Client's account, for the sale and purchase of S/FS or perform activity to achieve such a result and for this the Client as the committer shall be obliged to pay the Broker a fee. The amount the Client is obliged to pay as a fee to the Broker for activity related to the Commission Agreement shall be agreed in the Service Charge List. The Broker shall carry out activities based on the Commission Agreement in accordance with the investment conditions and parameters of the relevant securities market and financial instruments market determined on the basis of current technical and organisational rules effective for the securities market and for the relevant financial instruments.

**5.2.** The Broker shall act with due professional care when carrying out its activities. The Client acknowledges that compliance with professional care is not violated in the event that, having executed the Instruction the price of the S or FS in question changes on the relevant market. The Client is aware that compliance with professional care is not violated in the event that a selection is made of S or FS which are not appropriate for a Client classified as a Non-professional client, if the Client insists that such a purchase is made despite having received a recommendation from the Broker that the S or FS are not appropriate.

**5.3.** The Broker is entitled to hold a portion of the Client's Account as cash, except in cases where the funds are designated for re-allocation into other financial instruments.

**5.4.** Using the appropriate form provided by the Broker and in accordance with the terms of the Agreement, the Client may instruct that funds be held as cash in the currency of the Investment account.

**5.5. Instruction**

**5.5.1.** An Instruction with the scope of a request for the provision of the purchase or sale of S or FS shall be filed by the Client in writing unless the Terms and Conditions or the Agreement stipulate otherwise. The Instruction for the Broker shall be binding as of the moment it is accepted by the Broker.

**5.5.2.** The Instruction shall contain the following:

**a)** Precise identification of the Client;
**b)** A statement indicating whether the S or FS is to be purchased or sold;
**c)** Identification of the S or FS, especially its ISIN or other identifying number of the S or FS if assigned to the S or FS;
**d)** Number of or a volume of nominal value or face value of the purchase or sale of the S or FS for which the Broker shall arrange or other additional determination of transaction volume at the Broker's discretion;
**e)** Other requirements determined by the Broker due to conditions and requirements imposed by the regulated markets, multilateral business systems or other markets where the Instruction shall be executed;
**f)** Date of Instruction.

**5.5.3.** Should the Instruction fail to contain all the requirements stipulated by the Terms and Conditions, the Broker shall not be obliged to execute such Instruction, however at its own discretion the Broker shall be entitled to execute such Instruction in compliance with the provisions of the Terms and Conditions.

**5.5.4.** Should the Client in the Instruction fail to state the limit binding price for the purchase or sale of the S or FS and the Broker decides to execute the Instruction pursuant to point 5.5.3. of the GTCs, the Broker shall purchase or sell the S or FS for the best reasonable price for the Client which may be obtained while exercising professional care whereas the Broker shall be entitled to consider other decisive criteria at its discretion in such circumstances.

**5.5.5.** The Broker shall be entitled to execute the Instruction for the purchase or sale of an S or FS on any regulated market, multilateral business system and outside the regulated market or the multilateral business system in the event that the Client shall not expressly determine a market. In such a case the Broker shall proceed in accordance with its Strategy for Instruction execution.

**5.5.6.** Should the Client in the Instruction fail to determine a day when the purchase or sale of the S or FS shall take place and the Broker decides to execute the Instruction in accordance with point 5.5.3. of the GTCs, the Broker shall be entitled to carry out the purchase or sale of the S or FS on the first possible day within the obligatory period of the Instruction for the Broker.

**5.5.7.** Should the Client fail to set out in the Instruction any other validity period of the Instruction for the Broker, the Instruction shall be binding for the Broker for a period determined by the market on which the Instruction for the Client shall be executed, but that period shall be no longer than 14 days.

**5.5.8.** The Client shall be entitled to change the Instruction providing (i) it is technically possible, (ii) the rules and practices of the regulated market or multilateral business system allow it, (iii) the Broker has not executed the Instruction yet, not even partially and (iv) the Broker has expressed its consent therewith. With the consent of the Broker the Client may change the Instruction if the Instruction was executed partially and the rules and practices of the market allow for it. The change in Instruction shall be made by the Client by submitting a new Instruction with changed requirements, unless the Agreement provides for otherwise. The provisions of point 5.5.2. of the GTCs shall apply for the Instruction change accordingly.

**5.5.9.** The Client shall be entitled to submit an Instruction to carry out an additional purchase of S/FS under an existing Agreement. Such Instruction shall be submitted by the Client in written via a form approved by the Broker. Such Instruction shall bind the Broker from the moment it is accepted by the Broker. For the additional purchase of S/SF the provisions on Instruction shall apply accordingly. Instruction for carrying out an additional purchase of S/FS under an existing Agreement shall not be considered as a change of Instruction.

**5.5.10.** The Client shall be entitled to cancel the Instruction providing (i) it is technically possible, (ii) the rules and practices of the regulated market or multilateral business system allow it, (iii) the Broker has not executed the Instruction yet, not even partially, nor has it performed any steps leading to its execution, the Client or the Broker may cancel the Instruction. The Instruction may be cancelled without reason and the cancellation of the Instruction shall be effective on the day of its delivery to the Broker or the Client. The Client or the Broker shall cancel the Instruction in writing. The Broker shall not be bound by the Instruction at the moment the cancellation becomes effective. The Instruction may be cancelled partially, whereas the provisions of point 5.5.8. of the GTCs on Instruction change shall apply accordingly.

**5.5.11.** The Broker shall confirm in written way an acceptance of the Instruction based on the Client's written request.

**5.5.12.** The Broker shall be entitled to refuse the Instruction acceptance, the Instruction cancellation, change of Instruction if it is incomplete, incorrect, unspecific, unclear, cannot be executed, requires a Service other than S or FS purchase or sale especially if the Instruction, change of Instruction or cancellation of Instruction fails to meet the requirements of point 5.5.2. of the GTC. The Broker shall not be obliged to execute the Instruction in person and may appoint a third person to execute it. The Broker may deviate from the Instruction if necessary and to do so is in the Client's interest and if the Broker cannot obtain the Client's consent for such a procedure in time.

**5.5.13.** The Instruction and its contents may not be in conflict with the Securities Act, other generally binding legal regulations, and resolutions of authorities that are binding for the Client or the Broker.

**5.5.14.** An Instruction, Instruction change, Instruction cancellation shall be part of the Commission Agreement. The Instruction change and cancellation shall not affect the validity and effectiveness of the Commission Agreement.

**5.5.15.** All non-executed Instructions shall be terminated on the day of the Commission Agreement's termination. However, termination of the Commission Agreement shall not affect an Instruction, which under the Terms and Conditions cannot be changed or terminated, whereby the provisions of the Commission Agreement and these Terms and Conditions shall apply in the execution implementation of such an Instruction and also the settlement of the rights and obligations of the Broker and the Client.

**5.6. Provision of S or FS purchase**

**5.6.1.** Unless the Client and the Broker have agreed otherwise in the Commission Agreement or another written agreement, the Client shall be obliged to provide for sufficient funds for purchasing S or FS in the form of an advance payment to the Account or account determined by the Broker, no later than the day of delivery of the Instruction to the Broker.

**5.6.2.** The advance payment shall be considered a deposit by the Client mainly for the Broker's fee, cost reimbursement and expenses of the Broker, as well as the purchase price of S or FS which the Broker shall purchase, whereas the amount of the advance payment shall be stipulated by the Broker.

**5.6.3.** When calculating the amount of the advance payment and its assignment, the Broker shall use the assumed amounts for the Broker's fee, any reimbursement and expenses owed to the Broker, as well as the purchase price of S or FS which the Broker shall purchase. If the Client fails to state in the Instruction the limit binding price for the purchase or sale of the Sor FS, the advance payment calculation shall be determined by the Broker and delivered to the Client.

**5.6.4.** In the case of an Instruction change by the Client, the Broker may determine a new amount of advance payment with regard to the contents of the Instruction change and principles for advance payment determination in accordance with point 5.6.3. of the GTCs. In such a case the Broker shall also determine the date by which the Client shall be obliged to deposit the newly-established advance payment in the account. Should the Client fail to deposit the newly-established advance payment within the period stipulated by the Broker, the Broker shall not be obliged to execute the Instruction until the advance payment is deposited.

**5.6.5.** The Client shall deposit the advance payment amount in the account for the Broker and allow the Broker to dispose of these funds freely. Should the Client fail to fulfil his or her obligation regarding the advance payment deposit, the Broker shall not be obliged to execute the Instruction.

**5.6.6.** If the Broker carried out the purchase of a dematerialised S/FS based on the

Client's Instruction despite the Client failing to meet their obligations regarding the advance payment, the Broker shall not be obliged to transfer the dematerialised S/FS, the purchase of which it arranged, to the S/FS account until the payment is made in full of all the Broker's financial claims resulting from the Commission Agreement.
**5.6.7.** If the Broker arranges for the purchase of a documentary S/FS for the Client which was issued, the documentary S/FS shall become the Client's property on the day the documentary S/FS is submitted to the Broker. Unless stipulated otherwise or providing the Terms and Conditions stipulate otherwise, the Broker shall be obliged to submit the documentary S/FS the purchase of which it arranged for the Client, without undue delay and perform all legal acts necessary for the documentary S/FS to become the Client's property, if required by the Securities Act or special legal regulations (e.g. endorsement)..
**5.6.8.** If the Broker arranges for the purchase of a documentary S/FS for the Client directly from the Issuer at the time of their issue, such documentary S/FS become the Client's property on the day of its submission to the Broker. In the case of a documentary S/FS issued in the form of a registered security the first owner shall be the Broker. For a documentary S/FS issued in the form of another security they shall be issued according to the Broker's order. Unless agreed otherwise or unless these Terms and Conditions provide for otherwise, the Broker shall be obliged to promptly transfer ownership of the documentary S/FS, the purchase of which it arranged for the Client, without undue delay to the Client and to take all legal steps necessary to ensure that the documentary S/FS becomes the Client's property, if required by the Securities Act or separate legal regulation (e.g. endorsement).
**5.6.9.** If the Broker arranges for the purchase of a dematerialised S/FS for the Client, the dematerialised S/FS which the Broker purchased becomes the Client's property at the moment the dematerialised S/FS is registered on the S/FS Account. Unless agreed otherwise, or unless the GTCs provide for otherwise, the Broker shall be obliged to assign the purchased dematerialised S/FS to the Broker's security holding account and then without undue delay transfer them to the S/FS account.
**5.6.10.** Pursuant to the Securities Act the Broker shall report information on the execution of Instructions to the Client.
**5.6.11.** Under the Agreement, the Broker will publish a list of Securities at the Broker's website, from which the Client will select the Securities they wish to invest in. The Broker may approve other Securities, which are not included in the list Securities.

**5.7. Provision of S or FS sale**
**5.7.1.** Should the Client fail to pay the Broker for receivables incurred in relation to the provision of a S or FS sale, the Broker shall be entitled to offset all receivables resulting from the Sor FS sale with the receivables of the Client against the Broker for the payment of the purchase price of the S or FS, the sale of which was arranged by the Broker.
**5.7.2.** Should the Broker provide for the sale of a documentary S/FS for the Client, the Client shall be obliged to submit the documentary S/FS to the Broker together with the Instruction. The documentary S/FS shall remain the Client's property until acquired by a third party. The Broker shall be entitled to take all legal steps as required by the Securities Act and special legal regulations necessary for the transfer of the documentary S/FS, the sale of which is arranged for the benefit of a third person. The Client, by signing the Commission Agreement, grants the Broker the power of attorney to the extent necessary for undertaking the legal steps stated in the previous sentence. In the event that the S/FS sale fails or the obligation period of the Instruction expires, the Broker shall return the documentary S/FS to the Client without undue delay; the same shall also apply if the Broker executes the Instruction only partially, and in such a case it shall return the unsold documentary S/FS to the Client.
**5.7.3.** The dematerialised S/FS shall remain the property of the Client until acquired by a third party, the sale of which the Broker shall arrange.
**5.7.4.** The Broker shall pay out funds from the sale of S/FS and other financial instruments only after receiving funds from the issuers of the S/FS and other financial instruments, taking into account the nature of the individual S/FS and other financial instruments it is possible, that the funds to the Client will be paid late or in instalments.
**5.7.5.** For the provision of S or FS sale, the provisions of point 5.6.10. of the GTCs shall apply accordingly.

**6. Mandate Agreement**
**6.1.** Under the Mandate Agreement the Broker as the mandatary shall be obliged to purchase or sell on behalf of the Client as the mandator, and the Client's account, Securities or Foreign Securities pursuant to the Client's Instruction or carry out activities to achieve such a result and for this the Client shall be obliged to pay the Broker a fee. The fee the Client is obliged to pay the Broker for activities in relation to the Mandate Agreement shall be agreed in the Service Charge List. The provisions of points 5.5., 5.6. and 5.7. of the GTC shall apply to the Mandate Agreement, and the rights and obligations of the Broker and the Client accordingly.
**6.2.** The Broker shall not be obliged to arrange for the execution of an Instruction in person and may appoint a third party to carry out its execution.
**6.3.** The Broker may deviate from the Instruction if necessary and to do so is in the Client's interest and if the Broker is not able to obtain the Client's consent in time.
**6.4.** The Broker shall be entitled to a fee regardless of whether or not it has sold or purchased the S or FS for the Client or the Broker's activity has achieved such a result.
**6.5.** On the day the Mandate Agreement is terminated all unexecuted Instructions shall be terminated. However, termination of the Mandate Agreement shall not affect an Instruction which under the Terms and Conditions cannot be changed or cancelled, whereas the provisions of the Mandate Agreement and these Terms and Conditions shall apply in the implementation of such Instruction and also the settlement of the rights and obligations of the Broker and the Client.

**7. Brokerage Agreement**
**7.1.** Under the Brokerage Agreement, the Broker as the facilitator shall be obliged to develop activities directed at the Client as the interested person to provide for the sale or purchase of S or FS and for this the Client shall be obliged to pay the Broker a fee. The provisions of the Mandate Agreement pursuant to part 6 of the GTCs shall apply accordingly to the Brokerage Agreement, rights and obligations of the Broker and the Client.
**7.2.** The fee the Client shall be obliged to pay the Broker for activities in relation to the Brokerage Agreement shall be agreed in the Service Charge List.

**8. Agreement on portfolio management**
**8.1.** Under the Agreement on portfolio management the Broker shall be entitled to, even without the Client's Instruction, to arrange for (i) the purchase and sale as well as the initial acquisition of S/ FS and other financial instruments, (ii) performing all activities to which the Broker is entitled pursuant to the GTCs regulating the Agreement on portfolio management, and (iii) performing any activities necessary at the Broker's discretion to meet its obligation to manage the portfolio in a manner that provides long-term professional care. Should the Agreement on portfolio management contain restrictions for the controller when managing the portfolio, the Broker shall be obliged to respect such restrictions, the Client in such a case shall take due note of the fact and agree that such restrictions may negatively impact the Portfolio's performance.
**8.2.** The Portfolio consists of:
**a)** All funds transferred by the Client to the account stated in the Agreement on portfolio management, under the assumption that the money transfer order for the funds transfer shall contain the reference of the transfer, which is the Identification data, if this is clear, if there is any doubt or the Broker shall come to the conclusion that any data on the Client's money transfer order for the funds transfer does not comply with the Agreement, the Broker shall be entitled to, at its own discretion to:
**i.** Credit such funds to the Portfolio based on the Agreement the number of which is identical to the reference stated on the money transfer order if the reference is wrong or is missing;
**ii.** Credit such funds to the Portfolio based on the Agreement, if it is clear that the data provided by the Client were mixed up;
**iii.** Transfer such funds back to the Client's account;
**b)** All funds resulting from portfolio management including any revenues and performance obtained in connection with S/ FS and other financial Instruments being part of the Portfolio;
**c)** All S/ FS and other financial Instruments obtained on the basis of and in connection with the Portfolio management by the Broker for the Client.
**8.3.** The Broker shall be entitled to:
**a)** Use the financial assets which are part of the Portfolio for the purposes of Portfolio management;
**b)** Use S/ FS as well as financial Instruments which are part of the Portfolio for the Portfolio management;
**c)** Use any payments, including any revenues and performance resulting from the Portfolio management to carry out Portfolio management, unless the Broker and Client agree otherwise;
**d)** To perform Portfolio management activities in relation to the Client's account and the account of other Clients, and if it's not possible to perform all transactions for the same price while carrying out mass Portfolio management, the Broker shall ensure that all Clients are charged a reasonable price in line with the price that the Broker has been able to obtain through mass Portfolio management and that one Client is not benefitting to the detriment of another.
**8.4.** The fee for Portfolio management does not include the costs or fees incurred by the Broker in connection with Portfolio management, which mainly are (i) fees paid by the Broker to a third party for the initial acquisition, the purchase and sale of S/ FS or other financial instruments, (ii) the price for which the S/ FS or other financial instruments were acquired or bought by a third party.
**8.5.** The Client shall be mainly obliged to:
**a)** Transfer sufficient funds to the account specified in the Agreement on portfolio management within the time stipulated by the Agreement on portfolio management;
**b)** Ensure enough funds are in the account pursuant to a) above to meet obligations resulting from the Agreement on portfolio management to cover the settlement of all debts resulting from the Agreement on portfolio management;
**c)** Prior to the conclusion of the Agreement on portfolio management or atits conclusion, to provide the Broker with all information required by the Broker in order to meet all legal requirements;
**d)** Cooperate with the Broker and provide all assistance necessary to allow the Broker to provide Portfolio management;
**e)** Provide the Broker with all information needed to make investment decisions in connection with Portfolio management and inform the Broker of any changes in data provided by the Client to the Broker in connection with Portfolio management;
**f)** Inform the Broker of any information which comes to light during activities carried out under the Agreement on portfolio management which may affect the Broker's ability to meet its obligations resulting from the Agreement on portfolio management or which may be important for the Broker in making decisions in connection with

the Agreement on portfolio management;

**g)** At the Broker's request, submit documentation within the stipulated period deemed useful for Portfolio management meeting all requirements and in a form stipulated by the Broker;

**h)** Carry out tasks relating to the Portfolio via the Broker only and refrain from any such activities and the application of any rights in any way related to the Portfolio without the Broker;

**i)** Refrain from any action related to the sale, purchase, transfer, and loan of S/ FS as well as other financial instruments in the Portfolio except in cases where such actions are performed via the Broker;

**j)** Refrain from registering the transfer and transition of S/ FS and other financial instruments which are part of the Portfolio;

**k)** Not to encumber the Portfolio with any third-party rights or grant any right to the Portfolio to a third party with the exception of the third-party granted power of attorney by the Client;

**8.6.** The Client may deliver an Instruction to the Broker requesting to settle part of or the entire Portfolio by sale or other form of encashment, S/ FS and other financial instruments belonging to the Portfolio and payment of the funds to the Client. If such an Instruction is delivered to the Broker in accordance with the Terms and Conditions, the Broker shall be obliged to carry out the activities necessary for the execution of the Client's Instruction. The Client shall take due note of the fact that by settling part of the Portfolio based on the Client's own Instruction in accordance with this point, that this may affect the investment strategy and the Portfolio's performance may significantly decrease.

**8.7.** After the termination of the Agreement on portfolio management the Client shall be obliged to give the Broker an Instruction regarding settlement of the Portfolio, especially the execution of encashing the S/ FS, other financial instruments and funds on the account. If after three days following the termination of the Agreement on portfolio management the Client has failed to give such an Instruction, the Broker shall be entitled to carry out the settlement at its discretion so that the settlement is legally and financially as optimal as possible for the Client, the Broker shall especially encash the S/ FS and other financial instruments and the revenue shall be deposited to an Account specified by the Client in the Instruction. The Broker shall be obliged to inform the Client of such settlement without undue delay. In the event that as of the day of termination of the Agreement on portfolio management all of the S/ FS and other financial Instruments obtained for the Client cannot be settled, the Broker shall carry out the settlement of such S/ FS and other financial Instruments in reasonable time depending on the nature of the S/ FS and other financial Instruments (e.g. after the expiration of fixed period of funds on deposit accounts, etc.). The Broker shall disburse funds from the sale of the S/ FS and other financial Instruments after the receipt of funds from issuers of such S/ FS and other financial Instruments, meaning that such funds may be disbursed to the Client with a delay, or in instalments. The Broker shall submit the final report on Portfolio management to the Client in reasonable time after the settlement of all financial Instruments. After the termination of the Agreement the Broker shall be entitled to a fee payment (or its aliquot part) to which the claim arose before the termination of the Agreement and all Broker's receivables against the Client resulting from the Agreement on portfolio management shall become payable.

**8.8.** In the event of the Client's death, the Agreement on portfolio management shall not terminate. The Broker shall submit the Portfolio to the Client's successor or successors in an agreed manner.

**8.9.** The Broker is entitled to perform any deed related to the Portfolio management in any way, especially to:

**a)** Open the S/FS account on the Client's behalf in its records, at the Foreign depository or a third party and conclude all contractual relationships related thereto;

**b)** Carry out any activity related to the sale, purchase, transfer, transit and loan of S/ FS and other financial instruments;

**c)** Carry out any activity related to the registration of transfer and transit of S/ FS and other financial instruments;

**d)** Obtain any document pursuant to the legally- determined record of S/ FS and other financial instruments, from the issuer or other organisations which would otherwise be sent directly to the Client.

**8.10.** The Client shall be bound to submit to the Broker if necessary, within the period stipulated by the Broker, all required written powers of attorney.

**8.11.** The Broker shall be entitled to carry out any activities pursuant to the Agreement on portfolio management through the use of a third party and empower that entity to carry out all deeds related with this activity without the Client's consent, if such deeds are necessary.

**8.12.** The Client shall be entitled by a special agreement concluded between the Client and the Broker, to appoint persons who shall be authorised to undertake all legal activities related to and in connection with the Portfolio. If necessary, the Broker may issue a special power of attorney for this person whereby the Client shall grant the Broker with an agreement therewith by signing the Agreement on Portfolio management.

**8.13.** Unless it is agreed otherwise in writing, if the S or FS are part of the Portfolio the Broker shall be bound to provide the Client with a holder report of S and FS in compliance with point 9 of the GTCs relating to S/FS management. The fee for the S/FS management shall be charged by the Broker in accordance with the Service Charge List.

**8.14.** For the Agreement on portfolio management, the provisions governing the Commission Agreement, the Mandate Agreement and the Agreement on management shall apply accordingly, unless resulting otherwise from the Agreement on portfolio management or Instructions.

**8.15.** In order to meet the AML requirements of the Broker, the Client is not entitled to transfer S/ FS or other financial Instruments that are a part of the Portfolio to the territory of the country designated by the Broker or to a person who is resident of the state designated by the Broker without the prior written consent of the Broker.

**8.16.** The Client is aware that any revenues from S/ FS as well as any other financial instruments shall be deposited to the account.

## 9. S/FS management

**9.1.** Under the terms of the agreement, management shall apply to S/FS which are in the Portfolio pursuant to the Agreement on portfolio management and which the Broker was appointed by the Client to manage or S/FS which the Client has acquired based on the Commission Agreement. Such S/FS are recorded at the S/FS account.

**9.2.** The provisions of the Commission Agreement shall apply accordingly to the legal relationship between the Client and the Broker.

**9.3.** The Broker shall carry out all activities necessary for the performance and maintenance of rights connected with the S/FS on the S/FS account with professional care and based on Instructions to the extent determined by the Agreement and these Terms and Conditions. Management shall be agreed for the period during which Service is provided by the Broker to the Client.

**9.4.** The Client shall be obliged to communicate and cooperate with the Broker in the provision of management and to submit documentation necessary for such based on the Broker's requirements and in specified form within the stipulated time. Should the Client fail to fulfil any of the obligations stipulated in this point, the Broker shall not be liable for damages incurred by the Client as a result of the Broker not being able to carry out the S/FS management in a proper and timely manner.

**9.5.** Should the Broker and the Client fail to agree in writing otherwise, the Broker shall be obliged to exercise, with professional care, only the following rights related to the S/ FS: dividend payment, payment of interests from debt S/FS, payment of a part or total principle of debt S/FS, provision of a holder report for the Client.

**9.6.** If the Client and the Broker shall agree, the Broker shall be obliged to take all reasonable steps to inform the Client in a duly and timely fashion of publically announced notices of events, rights and obligations in connection with S/FS if the Broker is informed of such things from publicly available sources.

**9.7.** All S/FS within the scope of management shall be identified by the Broker in a manner enabling the exact determination, at any time, of which Sor FS are the Broker's property or the property of third persons. The S/FS management is carried out in a manner providing the Client with a clear overview of any transaction and the balance of the S/FS account.

**9.8.** Should the Client incur irreversible damages or loss resulting from the fact that his/ her rights connected with S/FS could not be exercised in time and properly, the Broker may, at its own discretion and on the assumption that its actions shall not breach legal regulations, take, without receiving an Instruction, all steps necessary to exercise and maintain rights related to S/FS, especially the right to vote at the General Meetings of the issuers of the S or FS it manages.

**9.9.** When managing S/FS the Broker shall cooperate with Foreign depositories, registries and agents that comply with the requirements of safe and reliable provision of services. The Broker shall select these organisations and uses their services on a contractual basis. By signing the Agreement the Client provides his/her consent for his/her S/FS to be managed by these organisations.

**9.10.** Any reporting duty resulting from the purchase or sale of S/FS or movement of funds in relation to transactions with S/FS shall be undertaken by the Client alone unless the relevant regulations provide for otherwise.

**9.11.** As part of the management process, the Broker collects, on behalf of the Client, dividends and coupons and all other payments related to S/FS on the Account, for the benefit of the Client's Account. Dividends, coupons and any other payments related to S/FS received in the form of S/FS are assigned by the Broker to the Client's Account. Dividends, coupons and any other payments related to S/FS received in cash are assigned by the Broker to the Client's Account and subsequently invested according to the valid Instruction for purchase.

**9.12.** Corporate actions on underlying S/FS are available at the Broker's website.

## 10. Investment advice

**10.1.** In connection with the provision of Services, the Broker may provide the Client with the service of Investment Advice under the following conditions:

**a)** Investment advice is always based on and dependent on information provided by the Client to the Broker, therefore if any information provided by the Client to the Broker is false or incomplete, the Broker shall not be liable for the correctness and suitability of any personal recommendation provided to the Client;

**b)** A personal recommendation is always drawn up by the Broker for a specific Client, therefore the Broker shall not be liable for any potential damage caused to third parties or the Client due to the use of a personal recommendation drawn up for the Client by a third party;

**c)** A personal recommendation provided by the Broker to the Client is always drawn up as of a specific period of time and only on the day stipulated in the personal recommendation may this recommendation be considered suitable for the Client; the Broker shall not be liable for something which occurs when a Client uses a personal recommendation during a time different to that stipulated in the recommendation;

**d)** The Broker shall not be liable for potential financial losses incurred by the Client as a result of the Client's incorrect use of a personal recommendation, use of only part of the personal recommendation or use of the personal recommendation if the Client is aware that the his/her financial status or investment goals will change in the immediate future and the Client failed to inform the Broker of these facts;
**e)** The Client shall take due note of the fact that financial market developments can be hard to predict and may be influenced by factors independent of the Broker, which could not be predicted at the time the personal recommendation was drawn up and that those factors may affect developments on financial markets such that they are contradictory to the Broker's assumptions despite the fact that the Broker used its experience in financial markets and proceeded with professional care;
**f)** Should the Client proceed correctly according to the personal recommendation provided by the Broker but incurs financial loss in spite of this, especially in the event that any of the factors mentioned in the previous paragraph arise, the Broker shall not be liable for the possible financial losses of the Client;
**g)** The Broker may also provide Investment advice through third parties.

## C. FINAL SECTION

### 11. Protection of Personal Data of the Client

**11.1.** Pursuant the GDPR, the Broker is the controller of the Personal Data of its Clients (the "Data Subject or client").
**11.2.** Data Protection Officer
Data Protection Officer is the person entrusted with the supervision of Personal Data protection at the Broker. The Data Subject may exercise their Personal Data protection rights, file complaints and/or questions concerning the Personal Data processing or other related questions with the DPO in the following ways:
**a)** in writing to send by e-mail to: dpo@iiplt.com;
**b)** in writing to the address of the Broker's registered office;
**c)** in person, orally in the minutes, from which it must be clear who exercised the right, what is claimed and when and by whom the minutes were recorded, the person's signature and your signature, with a copy of the minutes handed over to you.
**11.3.** The main purpose is provision and performance of the Services under the licence of the National Bank of Slovakia. The legal basis for the processing of your Personal Data is Article 6(1) (b) and (c) of the GDPR, and Securities Act. Personal Data processing for this purpose does not require the consent of the Data Subject. Storage period for this purpose of Personal Data processing is for the term of the Agreement and at least 10 years thereafter. Other purposes, the legal basis and storage periods for Personal Data processing are published at the Broker's website.
**11.4.** The Broker collects Personal Data mainly from the Client, especially in the process of concluding the Agreement and during its term. The Broker may also collect Personal Data from others, where necessary to fulfil our obligations. Pursuant to the Securities Act, the client is obliged to provide us with and allow us to obtain Personal Data as well as other data requested by us by copying, scanning or other recording and is also obliged to provide information about any Personal Data updates or to complete the missing data.
**11.5.** Recipients and Categories of Recipients of Personal Data
The Broker may provide Personal Data in particular to the recipients, who are the independent controllers or entrust a processor. All recipients are published at the Broker's website. Public authorities and other entities to which Personal Data are provided in accordance with a legal obligation are not considered recipients under the GDPR.
**11.6.** Rights of Data Subjects
**a)** The right to obtain confirmation as to whether your Personal Data are being processed, and where that is the case, to access such Personal Data and the related information as defined herein;
**b)** The right to rectify inaccurate Personal Data or to complete incomplete Personal Data;
**c)** The right to erasure (right to be forgotten) of your Personal Data under the conditions set out in the GDPR, if:
- Personal Data are not necessary for the given purpose;
- the Data Subject withdraws their consent;
- the Data Subject objects to the processing of Personal Data and the controller's legitimate interests do not override the legitimate interests of the Data Subject or the Data Subject objects to the processing for direct marketing purposes;
- Personal Data are processed unlawfully;
- a legal obligation has been fulfilled;

**d)** The right to the restriction of Personal Data processing, if:
- the accuracy of Personal Data is contested by the Data Subject, for a period enabling verification of their accuracy;
- the processing is unlawful and the Data Subject opposes the erasure of the Personal Data and requests the restriction of their use instead;
- Broker no longer needs the Personal Data for the purposes of processing, but they are required by the Data Subject for the establishment, exercise or defence of legal claims;
- the Data Subject objects to the processing of Personal Data, pending the verification whether the legitimate grounds of the controller override those of the Data Subject;

**e)** The right to receive the Personal Data concerning the Data Subject, which they have provided and the right to transmit those data to another controller, where technically feasible;
**f)** The right to object to Personal Data processing;
**g)** The right to object to the processing of Personal Data for direct marketing purposes;
**h)** The right to object to and not to comply with our decision, which would have legal effects or a significant impact on you, if such a decision is based solely on automated processing of Personal Data. You have the right to ask us to review a decision issued by means other than automated processing, and we are obliged to comply with such a request with the decisive role in the review of the decision played by our employees. We will notify you of the method of review and the outcome within 30 days of the receipt of your request;
**i)** The right to request proof of identity of the person entrusted with the collection of Personal Data;
**j)** Where Personal Data were not obtained from the Data Subject, the Data Subject has the right to obtain information from which source the Personal Data originate, and, if applicable, whether they came from publicly accessible sources;
**k)** The right to lodge a complaint with the Office for Personal Data Protection of the Slovak Republic. If the Data Subject does not have full legal capacity, their legal representative may exercise the rights of the Data Subject. If the Data Subject is not alive, their rights under the Personal Data protection regulations may be exercised by a person close to them.

**11.7.** The Broker uses automated tools for Personal Data processing (profiling). Profiling means any form of automated processing of Personal Data consisting of the use of these Personal Data to evaluate certain personal aspects relating to a natural person, in particular to analyse or predict aspects of the client's economic situation, personal preferences, interests, reliability, behaviour, location or movements, in particular to notify the client of the Broker's current product portfolio, so that the products meet the client's individual financial, social and other needs, and to identify potential fraud and issues regarding FATCA, CRS and protection against money laundering and terrorist financing. If a decision is based solely on automated processing of Personal Data, including profiling, you have the rights as specified in section 11.6. (h) hereof.
**11.8.** Transfer and disclosing of Personal Data
The Broker expects to transfer your Personal Data to the above recipients of Personal Data in European Union Member States, countries that are parties to the Agreement on the European Economic Area and Switzerland (parties listed in section 6 hereof). We will only transfer Personal Data to third countries, if the European Commission has decided that these countries ensure an adequate level of protection or, in the absence of such a decision, if the controller or processor has provided appropriate safeguards, and, at the same time, enforceable Data Subject rights and effective legal remedies are available. If the Data Subject comes from a third country and the Agreement was concluded in a third country, and none of the conditions referred to in the previous sentence are fulfilled, the Broker shall apply a derogation for specific situations in accordance with Article 49(1) (b), (c) or (e) of the GDPR. Personal Data will not be disclosed.
**11.9.** Categories of Processed Personal Data
The scope or list of client's Personal Data processed is stipulated by applicable legislation, arises from contractual documentation, or is specified in the consent to Personal Data processing. Personal Data are processed to the extent necessary to fulfil the purpose of processing. These mainly include identity, transaction, demographic and financial data.
**11.10.** If the Client provides the Broker with the Personal Data of another natural person (private individual) pursuant to the GDPR Regulation in connection with any contractual relation, the Client expressly declares that they are a legal representative or unauthorised representative of such natural person or they hold other relevant written consent of this natural person (private individual) based on which they are entitled to provide the Personal Data of this person to the Broker for processing to the extent set forth in these GTCs. Unless otherwise agreed, the Client shall be obliged to prove the authorization according to the previous sentence to the Broker.

### 12. Confidential information

**12.1.** The Broker undertakes to handle Confidential Information in accordance with generally binding legal regulations and to maintain the confidential character of Confidential Information also after the contractual relationship between the Broker and the Client has ended.
**12.2.** The Broker may pass Confidential Information to third parties only in the following cases, to the extent and under conditions as:
**a)** set forth in generally binding legal regulations, or in valid decisions of courts or other administrative authorities;
**b)** set out in the GTCs, or in Agreements;
**c)** stated in the Client's written consent given to the Broker.
**12.3.** The Client agrees that the Broker may provide Confidential Information to the Broker's shareholders and to other entities within the Broker's Group. The Client agrees that the Broker may provide Confidential Information to third parties with which it cooperates on condition that third parties are capable of ensuring protection of Confidential Information from misuse.
**12.4.** The Client agrees that the Broker may provide information to the extent of Confidential Information and documents on the Client's failure to fulfil his/her obligations to the Broker to a third party who has received the Broker's written power of attorney to recover these liabilities.
**12.5.** The Client agrees that the Broker may provide Confidential Information to third parties who are authorised by the Broker to fulfil its statutory or contractual duties as well as to third parties who have received the Broker's form of proxy to represent the Broker in lawsuit settlement proceedings.

**12.6.** The Client agrees that the Broker may, for the purpose of administration of registration records under a special regulation, hand over to a third party any documents on the Client's Broker Business including Agreements, documentation related to Agreements and recordings of communication between the Broker and the Client.
**12.7.** The Client consents to the fact that the Broker shall be entitled to hand over Confidential Information to third parties that are a beneficiary or principal in the execution of payments according to a specific regulation, or which provide the Broker with services enabling the Broker to perform services.
**12.8.** The Client agrees that a third party, which has received Confidential Information from the Broker, may disclose that Confidential Information to an extent necessary to third parties under the following conditions:
**a)** if disclosing such information is necessary for the third party to fulfil obligations set out under an agreement between the third party and the Broker;
**b)** if such a third party binds the recipients of the Confidential Information to protect the Confidential Information at least to the same extent to which the third party provider of the Confidential Information themselves is bound to protect such information.
**12.9.** The Client is responsible for keeping information of a confidential character which he/she obtained in relation to the contractual relationship between themselves and the Broker. The Client may not pass such information to any third party without the prior written consent of the Broker.

**13. Communication**
**13.1.** The Client is aware and agrees that the Broker is obliged to record written communication between the Broker and the Client through available technical means and to maintain these written recordings and copies of information and documents which the Broker will receive in written from the Client or from third parties.
**13.2.** The Broker may require that copies of an original document submitted by the Client are officially legalised.
**13.3.** The Broker may require that in the event that the Client submits any document to the Broker in other than the Slovak or Czech languages, the Client shall ensure the official translation of such a document into the Slovak language and provide certification of such to the Broker. Certification should include the translator's written declaration that this is in fact a true and accurate translation along with their contact details and the translator's member identification number of any translation society or regulatory body that the translator belongs to. In this case the Broker shall use only the relevant Slovak translation and is not obliged to check whether or not this translation corresponds to the original language version.
**13.4.** In the case that the Client agrees to electronic communication in the Agreement, the Broker may provide information in the form of permanent media other than document form, mainly in the form of electronic communication media or Broker's website in accordance with point 14.1. c) and d) of these GTCs, In such a case, the information thus delivered shall no longer be provided to him/ her in the paper form.
**13.5.** Both the Broker and the Client shall agree there with by concluding the Agreement that the Broker shall inform the Client of any changes and amendments of information already provided by the Broker to the Client by the Broker's website, regardless of any form in which the original information was conveyed to the Client.
**13.6.** If the Broker discovers a mistake in any confirmation, report or other certificate which the Broker sent to the Client, it shall inform the Client thereof without undue delay.
**13.7.** The Client shall be obliged to, after acceptance, check confirmations, extracts, reports, notices and other documents which the Broker has sent to the Client. The Client shall be also obliged to verify whether all Instructions which were submitted by the Client or on his/her behalf, were executed by the Broker. Should the Client discover any mistake, he/she shall inform the Broker thereof without undue delay. The Broker shall rectify these mistakes without undue delay.

**14. Delivery**
**14.1.** The Broker's written documents are delivered
**a)** In person;
**b)** By post;
**c)** By electronic communication media (Online Access, e-mail, fax, telex or other electronic media);
**d)** By publications via Broker's website.
**14.2.** In personal delivery of documents (which also includes messenger delivery, collection of a document by the Client from the Broker), a document is considered delivered upon handover; while in the event that the addressee refuses to accept such a document, this is also considered as a handover.
**14.3.** In document delivery by post in a form of regular letter, a document is regarded as delivered on the day it reached the addressee in accordance with the Civil code. In document delivery by post in form of the registered letter, a document is regarded as delivered on the day when the addressee took over the delivered document, refused to take over, the document was returned to the sender as undelivered due to the fact that the addressee is not known, resp. the last day of a collection period, if the addressee did not receive the document even within the collection period after its imposition by the postal service provider. The document shall be deemed to have been delivered on the basis of the fact under this point which occurred earlier.
**14.4.** In the case that the Client agrees to electronic communication, the Client and the Broker are also entitled to use electronic communication media for delivering documents or information. In document or information delivered by electronic communication media the document or information is considered delivered on the day following the day they were sent to the Client or to the Client's account in the Online Access.
**14.5.** In the case that the client agrees the Broker may also provide information to clients for which the obligation to deliver them is not agreed or stipulated by law, via its website. Information is considered delivered at the moment of its publication at the Broker's website.
**14.6.** The Client shall advise the Broker of his/her address, phone, fax and telex number or the number of other electronic equipment to which the Broker will send him/her all notifications and documents. The Client shall immediately notify the Broker of any change in these data. If the Client fails to notify the Broker of such a change, a delivery to the last address known to the Broker or to the last telephone number known to the Broker is regarded as duly executed.
**14.7.** Non-delivery of expected documents of any kind, notably documents confirming the execution of Instructions must be reported immediately by the Client to the Broker after the time of expected delivery has elapsed. The Broker shall not be liable for damage incurred as a result of the non-delivery of documents.

**15. Instructions**
**15.1.** Should the Terms and Conditions not provide for otherwise, or if not agreed in the Agreement otherwise, the Client shall issue his/her Instructions in writing.
**15.2.** The Client shall issue the Instructions for services inwriting using a form drawn up or supplied by the Broker. The Broker shall have the right to refuse an Instruction which is not issued on a form provided by the Broker. The Broker shall not be responsible for damage incurred as the result of a failure to provide Services for this reason.
**15.3.** The Client is obliged to deliver the written Instruction to the Broker by post or by electronic communication media, if it is possible and in the case that he/she has agreed with electronic communication. When placing the Instruction through electronic communication media the report shall also include a copy of the duly completed Instruction in accordance with a template specified by the Broker signed by the Client and including data identifying the Client. The Broker shall, in reasonable cases, reserve the right not to accept the Instruction by the electronic communication media, and the Broker shall be obliged to inform the Client of this immediately.
**15.4.** The Instructions must be legible, clear and understandable, may not be crossed out, transcribed, in any way altered, or otherwise modified. The Broker may refuse Instructions that do not satisfy the conditions stated in this point. The Client should submit any changes in the Instruction as a new Instruction to the Broker.
**15.5.** The Client shall also supply with the Instruction any other documents as stipulated by the Securities Act, other legal regulations, Terms and Conditions, or Agreements, either as originals or authenticated copies. The Broker shall reserve the right to refuse provision of Services in the event that any or all documents necessary to carry out the relevant activities are not supplied.
**15.6.** The Broker shall accept the Client's Instructions or those of a person entitled to act on behalf of the Client or another person entitled according to the generally binding legal regulation to submit such an Instruction if they have no doubts about their identity. A person other than the Client or an entitled person shall be entitled to act solely on the basis of power of attorney with an officially certified signature to the extent and under the conditions accepted by the Broker.
**15.7.** The Client shall ensure that an Instruction given to the Broker is:
**a)** clear, understandable, correct and accurate;
**b)** delivered to the Broker (in a manner agreed by the Broker and the Client);
**c)** in compliance with the provisions of applicable generally binding legal regulations;
**d)** in compliance with principles of fair trade or good ethics.
**15.8.** The Broker shall execute the Instructions in the order they are delivered with the exception of any Instruction changes and cancellations which shall be performed as a preference. The Broker is not obliged to verify the correctness, accuracy and completeness of data stated by the Client in the Instruction.
**15.9.** The Broker executes Instructions in due time reflecting their character and complexity, in accordance with relevant business practice and generally binding legal regulations and depending on the functionality of the Broker's technical system, regulated markets and other markets. The Broker may determine special conditions for the delivery and execution of Instructions before the end of a calendar year. Notification of these special conditions shall be delivered by the Broker to the Client.
**15.10.** The Broker shall not be liable for the consequences of the execution of an Instruction. The Client shall compensate the Broker for any damage or costs related to this Instruction or failure to execute the Instruction which shall be incurred by the Broker in relation to such Instruction or in relation to such Instruction not being executed in compliance with the Terms and Conditions.
**15.11.** Unless not agreed otherwise in writing, the Instruction shall expire:
**a)** At the end of its period of validity;
**b)** When the Broker has met its obligations under the Instruction;
**c)** by Agreement termination.
In the case of an Instruction related to the Agreement on Portfolio management the Instruction shall terminate on the first Business day following the delivery of notice from the Client of the Instruction's cancellation, unless the Broker has not begun execution of the Instruction.
**15.12.** Under the Broker's obligation to exercise caution when carrying out business so as to not endanger the stability of the financial market as well as the Broker's obligations resulting from legal regulations to prevent money laundering the Broker shall be entitled

to refuse the execution of an Instruction which fails to meet the requirements stated in the Terms and Conditions and the execution of which could affect financial market stability or breach legislation on the prevention of money laundering. The Broker shall also be entitled to refuse an Instruction if there are not sufficient funds in the Portfolio to cover costs related to the Instruction's execution and the Broker's fee to which the Broker is entitled in accordance with the Terms and Conditions or the Agreement on portfolio management, or if the Broker is prevented from carrying out the Instruction due to extraordinary circumstances.

**15.13.** If the Broker has doubts as to whether the person giving the Instruction is entitled to do so, the Broker shall be entitled to refuse to execute the Instruction until acceptable proof of such entitlement is provided.

**15.14.** The Broker shall not be liable for damages suffered due to any of the following:

**a)** Refusal to execute an Instruction if that refusal is in compliance with the provisions of the Terms and Conditions;

**b)** Execution of an Instruction which did not meet the conditions stated in the Terms and Conditions;

**c)** Failure to execute the Instruction or partial failure to execute the Instruction providing its non-execution or partial non-execution was as a result of even a partial failure of the technical system of any of these entities: Foreign depository, regulated market, multilateral business system, Broker, other person which shall participate or participates at the Instruction execution;

**d)** Failure to provide Services or partial failure to provide Services on condition the failure to provide Services or partial Services occurred in compliance with the Terms and Conditions;

**e)** Failure to carry out Services or partial failure to carry out Services, on condition the failure to provide Services or partial Services occurred as a result of even a partial failure of the technical systems of any person/entity: Foreign depository, regulated market, multilateral business system, Broker, other person which shall participate or participates in provision of the Service.

**15.15.** The Client shall reimburse the Broker for any damage, all eged claims or costs, including costs of legal help which may be incurred by the Broker as a result of an in correct Instruction.

**15.10.** Unless stated otherwise in these Terms and Conditions, or unless otherwise agreed between the Broker and the Client in writing, the Client shall not be entitled to change or cancel the Instruction delivered to the Broker.

## 16. Client Obligations

**16.1.** The Client shall be obliged to provide the Broker with a document proving their status as a legal entity and prove their identity, prior to provision of Service and at any time upon the Broker's request throughout the duration of the business relationship.

**16.2.** The Client shall be obliged to inform the Broker without undue delay of all changes in documents submitted to the Broker.

**16.3.** In the event of any changes which may affect information recorded in the Client's entry in the Companies Register, the Client is obliged to take immediate steps to ensure its entry in the Companies Register reflects its actual legal state and submit the current Companies Register entry to the Broker immediately after the incorporation of such changes to the Companies Register. This provision shall be applied accordingly for changes made in a trading licence or other business licence.

**16.4.** The Client shall be obliged to provide the Broker with all information required by the Broker in relation to the provision of Services, especially information necessary for the Client's categorisation, execution of the test of suitability and adequacy (Section 73f and 73g of the Securities Act), as well as the Broker's other obligations under legal regulations within the periods agreed by the Client and the Broker, stipulated by legal regulations or determined by the Broker. The Client declares that all data submitted to the Broker in connection with the contractual relationships between the Broker and the Client shall be true and complete. The Client shall be obliged to inform the Broker without undue delay of any changes in data or information submitted to the Broker in relation to the contractual relationships between the Broker and the Client and submits the documents to the Broker giving proof of changes. The Broker shall not be obliged to accept any Client's notice without sufficiently provable documents and supplemented with data required by the Broker.

**16.5.** Should the Client fail to inform the Broker in writing otherwise, by signing the Agreement he/she declares that he/she is not a "relevant person" as defined in the Securities Act, whereas the Client shall be obliged to inform the Broker of any facts which could prove decisive in an assessment of whether or not the Client should be considered a "relevant person" as defined in the Securities Act. Should the Client be considered as such, he/she shall be bound to follow all obligations of the relevant persons regulated by the Securities Act.

**16.6.** The Client shall be obliged to inform the Broker about his/ her residential country and each change of residential country without undue delay.

**16.7.** The Client declares that he/she is not a VAT payer pursuant to generally binding legal regulations, whereas if he/she is a VAT payer or he/she shall become one, he/she shall inform the Broker of this fact without undue delay.

**16.8.** The Client shall be obliged to compensate the Broker for damage arising as a result of the fact that (i) the Client fails to meet any obligation under the Agreement or the GTCs duly and timely, (ii) any of the Client's statements to the Broker shall prove to be false or incomplete or (iii) any information provided by the Client to the Broker in connection with the provision of Services shall prove to be false, especially information provided to the Broker in accordance with point 16.9. of the GTCs.

**16.9.** The Client shall take due note of the fact that in accordance with and under the conditions stipulated by the Securities Act, the Broker shall be obliged to require the Client to provide legally stipulated data and information related to the Client's knowledge and experience in the area of investment, his/her financial situation and his/her investment goals, to process this information, assess them and take them into consideration when providing Services.

**a)** Provision of Services other than Investment guidance or Portfolio management: Providing the conditions stipulated by the Securities Act are met, it is the obligation of the Broker when providing Services other than Investment guidance and Portfolio management, to assess whether the Client's knowledge and experience are sufficient for the Client to understand the risks related to the financial Instruments or service, and whether the financial Instrument is suitable for the Client;

**aa)** Should the Client (i) fail to provide the Broker with all or any requested information, or (ii) provide the Broker with false information, or (iii) in any other way obstruct or prevent the Broker from assessing the Client's knowledge and experience in accordance with the Securities Act, the Broker shall be entitled to request from the Client a written statement in a form and with content determined by the Broker that the Client was warned of all consequences related to the facts stated in (i), (ii) and (iii) thereof, especially that the Broker shall be unable to determine whether the Service or financial instrument is suitable for the Client. Should any of the cases outlined in the previous statement under point (i), (ii) or (iii) arise, the Broker shall be obliged to refuse execution of the Client's Instruction. Should any of the circumstances stated in (i), (ii) and (iii) of the first statement of this letter aa) arise and the Broker executes the Client's Instruction, the Broker shall not be liable for damage incurred by the Client as a consequence thereof. ab) Should the Client provide the Broker with requested information and the Broker after its assessment states that a certain Service, or financial instrument are not suitable for the Client, (i) the Broker shall be obliged to request from the Client a written statement in a form and with content determined by the Broker that the Client was warned of the unsuitability of a certain Service or financial instrument for the Client and also (ii) the Broker shall be entitled to refuse the execution of any Instruction from the Client. Should the Client refuse to provide the Broker with such a written statement, the Broker shall be entitled to refuse execution of the Client's Instruction;

**b)** Provision of Investment guidance or Portfolio management Services: If the conditions stipulated by the Securities Act are met, it is the Broker's obligation when providing the Investment guidance or Portfolio management Services, to assess the Client's knowledge and experience in the field of investment, his/her financial situation and investment goals and provide the Client with a service based on such information;

**ba)** Should the Client (i) fail to provide the Broker with all or any requested information, or (ii) provide the Broker with false information, or (iii) in any other way obstruct or prevent the Broker from assessing the Client's knowledge and experience in accordance with the Securities Act, the Broker shall be entitled to refuse provision of the Service for the Client.

**16.10.** The Client is obliged to provide regularly information necessary to reassessment of his/ her categorisation in the form and manner specified by the Broker. If the client does not provide the necessary information to reassessment his/her categorization even at the request of the Broker, it is assumed that the data, information remain unchanged since their last provision.

**16.11.** During and upon conclusion of the contractual relationship, the Client shall be obliged to inform the Broker inwriting of their Ultimate Beneficial Owner, and any facts which may lead to the Client being considered to be a Politically Exposed Person under the AML act and whether he/she is the sanctioned person under the Act on the Implementation of International Sanctions and on the Securities Act. Should the Client fail to inform the Broker of such facts, the Broker shall consider the Client or the member of its statutory body, in the case of a legal person, is a Ultimate Beneficial Owner and is a Politically Exposed Person, until proven otherwise. If the Client declares or the Broker finds out, that the Client is a sanctioned person, the Broker is not entitled to conclude the Agreement.

## 17. The Broker's Obligations

**17.1.** The Broker's obligations to a Client who

**a)** is a consumer pursuant to special legal regulations - the Broker and the Client shall be responsible for damages incurred as a result of failing to meet legal obligations, in the Agreement and in the General Terms and Conditions, apart from in cases when they shall prove that they did not cause damage or their failure to meet obligations was caused by circumstances excluding their liability, unless the Agreement and the GTC shall stipulate otherwise; in the event that the Broker or Client is obliged to pay damages to another contractual party, the Broker and the Client shall not be obliged to compensate for lost profit;

**b)** is not a consumer pursuant to special legal regulations - the Broker shall be liable for damages it has caused. Under the relationship between the Broker and the Client the principle of objective liability is hereby excluded for the Broker. In the event that the Broker is obliged to compensate the Client for damages the Broker shall not be obliged to compensate for lost profit.

**17.2.** The Broker shall not be liable for damages and other consequences related to the Client counterfeiting or incorrectly filling out the Instruction and other documents.

**17.3.** The Broker shall check whether the documents it is obliged to accept based on the Agreement with the Client or the Instruction of the Client correspond to the contents of the Agreement or the Instruction. The Broker shall not be liable for the authenticity, validity and transaction of such documents.
**17.4.** The Broker shall not be liable for damages arising due to the actions of domestic or foreign authorities or courts, refusal or late granting of necessary permits by the authorities, due to force majeure, uprising, revolution, civic unrest, war or natural disasters or as a result of events outside the Broker's control. The Broker shall not be liable for damages as a result of failure of telecommunication services provided to the Broker by third parties.
**17.5.** The Broker shall not be liable for damages originating as a result of events under the control of the Client or events for which the Client shall be liable or damage incurred as a result of a failure to meet or delay in meeting any obligation the Client has towards the Broker.

**18. Offsetting**
**18.1.** Under the Broker's legal obligation to exercise caution when acting as a stock broker to avoid potential risk to the financial market, the Broker shall be entitled to offset any of its receivables from the Client against any of the Client's receivables from the Broker irrespective of whether they exist currently, are hereafter arising, due now, due later, subject to realisation of pledge, time barred or not time barred.
**18.2.** The Broker shall also be entitled to offset receivables denominated in different currencies, even if the currencies are not convertible, at a rate of exchange determined by the European Central Bank in the usual manner and in accordance with normal market practice.
**18.3.** Unless agreed otherwise, a Client who is not a consumer pursuant to special legal regulations shall not be entitled to unilaterally offset his/her receivables from the Broker against any of the Broker's receivables from the Client. The Broker shall not refuse consent to offset without cause.
**18.4.** The Broker shall notify the Client of an offset in advance and shall make all reasonable efforts not to cause damage nor disproportional problems to the Client; such procedure shall not derogate or infringe on the Broker's rights and interests or prevent or endanger the right to offset.

**19. Charges, compensation, costs**
**19.1.** The Client is obliged to compensate the Broker for Services carried out by the Broker by paying Charges determined in the Service Charge List or the charges agreed upon in the Agreement or in the Instruction.
**19.2.** The Broker shall not be obliged to provide any Services unless the Client pays the Charges for the Service. The Broker shall not be liable for damages incurred by not providing the Service to the Client as a result thereof.
**19.3.** Unless otherwise agreed between the Client and the Broker, Charges are payable on the day stated in the Service Charge List, and if such a Charge is not present in the Service Charge List, then the Charges are payable on the day the Service is carried out. The Broker's Receivables corresponding to the Charges are payable on the stated date.
**19.4.** The Broker shall make a change in the Service Charge List or any other valid list of charges and fees of the Broker and delivered to the Client by a publication at the Broker's website 30 days before the change shall take effect. The Broker may notice about the changes of the Service Charge List also by other way to the Client. A change of the Service Charge List shall take effect on the date specified in the new Service Charge List. The Client, who is consumer in special regulations, is entitled to withdraw the agreement in writing within 30 days from the publication at the Broker's website.
**19.5.** The Broker shall be entitled to change amount of Charges for a serious objective reason in accordance with § 53/15 lett. a) of Civil code. The Broker shall undertake to deliver to the Client notification about the change provided him with a certain and comprehensible explanation of the reason for the change. As a result of the notified change, the Client, who is a consumer in special regulations, has the right to terminate the Agreement in writing, free of charge and with immediate effect within 30 days of being notified of the change. In the event that the Client does not deliver the termination of the Agreement to the Broker within the specified period, his/ her right to terminate the Agreement expires.
**19.6.** The termination or withdrawal of agreement under point 18.5 or 18.6 takes effect by delivering to the Broker. After the withdrawal or termination of the Agreement, the parties shall not return to each other amounts paid prior to the withdrawal or termination of the Agreement. However, either party to the Agreement shall pay to the other party, within 15 days of the day when notice of the withdrawal or termination was delivered to the Broker, all outstanding receivables which arose prior to the withdrawal of the Agreement. Provisions of point 8.7. of the GTC shall apply accordingly.
**19.7.** Unless otherwise agreed by the Client and the Broker, the charges are calculated in EUR currency.
**19.8.** Apart from the Broker's fee in the form of charges, the Client shall be obliged to pay the Broker all incurred expenses and costs related to the provision of Service and meeting of obligations based on the Agreement. The costs and expenses of the Broker shall not be part of the charges for the Broker unless stipulated otherwise in the Service Charge List or the Agreement.
**19.9.** The Client shall be obliged to, without undue delay, upon the Broker's request reimburse the Broker for all damage and expenses, including expenses for the Broker's legal representation in connection with

**a)** A breach of contractual obligation of the Client towards the Broker or resolution of a dispute between the Broker and the Client, especially in relation to the Broker's claims on payable liabilities against the Client, or
**b)** Court proceedings or a nout-of-court settlement in which the Broker shall participate in connection with the court proceedings or a dispute between the Client and third parties.

**19.10.** In the event that the Client shall fail to reimburse Charges to the Broker in due time, the Broker shall be entitled to debit such Charges to another account held by the Client or at any time when transactions are carried out on the relevant account. If it is not possible to reimburse the receivable of the Broker against the Client using any of the above methods, the Broker shall be entitled to execute the sale of S/FS or the parts thereof, to cover the outstanding Charges and the Broker shall not be obliged to inform the Client of such a procedure, unless agreed otherwise. The Broker shall process the sale of the S/FS at its own discretion taking into account the legitimate interests of the Client. The Broker may also use any or all dividends received on the Investment account to cover the Charges.
**19.11.** The Broker shall advise the Client that the Client has a right to be informed of the existence, character and level of charges, commission or non-monetary compensation received or rendered by the Broker. The Broker shall notify the Client that commissions payable by the Broker may be connected to the provision of an investment service or ancillary service to the Client. The Broker shall notify the Client that an annual remuneration in the amount of 0.75% of the value of the S/ FS or other financial instruments may be payable to an intermediary. The Broker may also receive remuneration for the execution of transactions for Clients in the amount of 0 - 1.5% per annum of the value of the investment, the exact percentage depending on the type of S/ FS or other financial instrument and the account where the Broker holds the Client's S/FS account. The Broker declares that receipt of any monetary or nonmonetary compensation does not interfere with the Broker's obligation to act in the interest of the Client.

**20. Miscellaneous provisions**
**20.1.** The Broker shall have the right to refuse an Instruction execution and not provide a Service if it suspects the Client is involved in any way in activities which breach the Anti-Money Laundering and Counter-Terrorism Financing Act as amended. The Broker shall not be responsible for damages to the Client resulting in a failure to carry out the Service or failure to execute the Instruction as a consequence thereof.
**20.2.** If a situation arises on the financial market which would substantially affect the Service, due to political, economic or other reasons, which the Broker cannot influence in any way and because of which the Broker's execution of the Instruction becomes more expensive than at the time when the Agreement was concluded, or the Broker's execution of the Service becomes impossible, the Broker shall be entitled to halt or completely stop any Service for the Client.
**20.3.** By concluding the Agreement the Client is aware that in the event of a change in an offer of the financial instruments as a result of termination or merger of the financial instruments the Broker shall be entitled to replace such financial instruments with other financial instruments subject to a similar investment strategy. The Broker shall be entitled to replace the financial instruments selected by the Client in the Agreement with other financial instruments also in the event of a termination of cooperation with in the issuer of financial instrument. The Client gives his/her consent to the procedure in the events referred to in this point and at the same time gives the Broker an Instruction.
**20.4.** The Broker shall in the cases referred to in point 20.3. inform the Client of the chosen procedure in writing, whereby the Client shall be entitled to give notice of his/ her disagreement within 30 days from the date of receipt of such notification of the chosen procedure, otherwise the actions of the Broker according to point 20.3. following the elapse of the 30 day period shall become effective. If the Client expresses his/her disagreement with the procedure in writing in accordance with point 20.3., the Client thereby gives an Instruction to the Broker to sell the financial instruments in question and the Broker shall credit the funds to the Client's account. The Client acknowledges that in this case the Broker shall not be liable for any damages incurred by the Client due to the loss of benefits associated with the product.
**20.5.** By concluding the Agreement, the Client confirms that he/she is familiar with the Broker's Strategy of Instruction Execution and the Broker's Strategy of executing the Instructions, has understood them and gives his/her consent therewith. By concluding the Agreement he/she also gives his/her consent to the combining of an Instruction given to the Broker with Instructions of third parties, taking into account the fact that the Client was informed of potential negative consequences of such action in relation to the Instruction execution
**20.6.** The Client shall have no claim for provision of a Service. If a Service was provided to the Client, the Client shall not be therefore entitled to the provision of any other Service.
**20.7.** Accounting and other records kept by the Broker in connection with the contractual relationship between the Broker and the Client shall always take precedence in the event of any discrepancies between the Broker and the Client in relation to all matters affected by those discrepancies.
**20.8.** Unless agreed otherwise in the Agreement between the Broker and the Client, each and every Agreement shall be concluded for an indefinite period of time. Both the Client and the Broker may terminate any Agreement without giving a reason. Unless agreed otherwise in writing, the notice period shall be two calendar months when the Agreement is terminated by the Broker. Unless agreed otherwise in writing, the notice period shall be two calendar months when the Agreement is terminated by the Client.

After the termination of the Agreement, the parties shall not return to each other amounts paid prior to the termination of the Agreement. However, either party to the Agreement shall pay to the other party, within 15 days of the day when notice of the termination was delivered to the other party, all outstanding receivables which arose prior to the termination of the Agreement. Provisions of point 8.7. of the GTC shall apply accordingly.

**20.9.** The Broker and the Client have agreed that all legal relationships related to the submission and dealing with claims and complaints by the Client related to the correctness and quality of services provided by the Broker not expressly regulated in the GTCs shall be governed by the Reclamation Rulebook which shall be issued by the Broker and published at the Broker's website.

**20.10.** If a number of people are acting on behalf of the Client as a party to the contractual relationship between the Broker and the Client, the Client and these persons shall be jointly and severally liable against the Broker, unless the Terms and Conditions or the Agreement provide for otherwise.

**20.11.** For any arrangement or Agreement between the Client and the Broker concluded in the Slovak language and another language, the Slovak version of the document shall take precedence unless stipulated for otherwise in the Agreement. The Slovak version of the GTCs shall always take precedence.

**20.12.** Unless agreed otherwise between the Broker and the Client, all business relationships shall be governed by the laws of the Slovak Republic.

**20.13.** If any of the provisions of the GTCs or of any Agreement between the Client and the Broker become null and void or impossible to enforce, this shall not affect the validity and enforceability of the other provisions of the GTCs or of the Agreement. In this case, the parties to the Agreement undertake to replace the invalid or unenforceable provisions with valid and enforceable provisions whose legal status and effects will be as close as possible to the provisions to be replaced.

**20.14.** All Agreements, unless these GTC, the Agreement or other agreement between the Broker and the Client stipulate otherwise, which were concluded in writing between the Broker and the Client, may be amended or supplemented only by written form of amendments signed by both parties to the Agreement.

**20.15.** The Broker shall have the right to unilaterally transfer the rights and obligations of the Broker resulting from the Terms and Conditions hereof as well as from other contractual documentation between the Broker and the Client governed by these Terms and Conditions to another licensed legal entity established in a Member State of the European Union with similar business activities, at the cost of the Broker, but only provided that the transfer of rights and obligations shall not lessen the Client's protection as a consumer (investor), while at the same time the Client's existing benefits are retained (in particular those relating to tax and fees), which the Broker provided to the Client. The Broker shall inform the Client in writing of any intention of assigning the rights and obligations with induction of date of cession and the Client shall have 30 days from the date of receipt of such notice to give notice of their disagreement, otherwise the cession shall be effective as of that date. If the Client gives notice in writing of their disagreement with the cession of rights and obligations, the contractual relationship between the Broker and the Client may be terminated by the Broker in writing with a one month notice period. In such a case the Broker shall not be liable for any damages the Client may incur due to the loss of benefits that the Client received by investing through the Broker. The Broker shall be entitled to provide confidential information and the Client's personal data to other licensed legal entities in connection with the cession of the rights and obligations.

**20.16.** The Broker shall be entitled to modify and amend the General Terms and Conditions, and the Agreement's individual conditions, as well, due to

**a)** changes in legal regulations, changes in the tax and/ or levy burden, court decision-making practice or the issuance of binding rules by the supervisory body, or

**b)** developments on financial or capital markets which may without prejudice have an impact on the provision of the Service or the conditions of its provision, or

**c)** changes in technical ways to provide the Service, if providing of the Services under the original conditions is not technically possible, is disadvantageous for the Client or is possible only at disproportionately high the Broker's costs.

**20.17.** The Broker shall be entitled to modify and amend the General Terms and Conditions, and the Agreement's individual conditions in accordance with § 53/15 lett. b) of Civil code.

**20.18.** The Broker shall undertake to deliver to the Client a notice about the change under point 20.16. and 20.17. provided him with a certain and comprehensible explanation of the reason for the change. As a result of the notified change, the Client, who is a consumer in special regulations, has the right to terminate the agreement in writing, free of charge and with immediate effect within 30 days of being notified of the change. In the event that the Client does not deliver the termination of the agreement to the Broker within the specified period, his/ her right to terminate the Agreement expires. After the termination of the Agreement, the parties shall not return to each other amounts paid prior to the termination of the Agreement. However, either party to the Agreement shall pay to the other party, within 15 days of the day when notice of the termination was delivered to the other party, all outstanding receivables which arose prior to the termination of the Agreement. Provisions of point 8. 7. of the GTC shall apply accordingly. In the event that a number of participants are acting on behalf of the Client then any of them may terminate the contractual relationship with the Broker with immediate effect and such termination applies to all participants. Likewise the Broker may terminate its contractual relationship with the Client with immediate effect and declare the Broker's receivables from the Client immediately payable.

**20.19.** All legal relationships between the parties to the Agreement that are not governed by the Agreement being governed by the relevant provisions of this GTC, Securities Act, Commercial Code and other legal regulations, respectively.

**20.20.** The GTCs shall remain effective even after the end of the contractual relationship between the Client and the Broker until the complete settlement of their mutual relationship.

**20.21.** The GTCs shall take effect on January 1st, 2022. All contractual relations established between the Client and the Broker after this date shall be subject to the GTCs, unless otherwise stated in them.

| | | | |
|---|---|---|---|
| Date *(ddmmyyyy)*: | | Date *(ddmmyyyy)*: | |
| Place/ Country: | | Place/ Country: | |
| Signature of Client 1: | | Signature of Client 2: | |

*Each signature must be certified by a Consultant or authorised person (e.g. embassy official, notary public, public authority).*

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