



Agreement on the provision of investment services, investment activities and ancillary services

concluded in accordance with Article 58 of Commission Delegated Regulation (EU) 2017/565 of 25 April 2016 supplementing Directive 2014/65/EU of the European Parliament and of the Council as regards organisational requirements and operating conditions for investment firms and defined terms for the purposes of that Directive, as amended (hereinafter referred to as the "**Regulation**") and Act No. 266/2005 Coll. On consumer protection in financial services at a distance (hereinafter referred to as the "**Act on consumer protection in financial services at a distance**") (hereinafter referred to as the "**Agreement**")

Agreement documentation number:

Article 1

PARTICULARS OF PARTIES IN CONTRACT

CLIENT

Natural person

Name: Surname:
Date of birth: Personal Identification Number:
Nationality:

Permanent Residence/ Registered office/ Place of business:

Street/Number: Post code:
City: State:
Phone: E-mail:

For tax purposes, the Client is resident in the following country:
Country of tax residence:⁵

⁵ country in which the Client pays taxes on its worldwide income. List all countries in which the Client is tax resident.

Tax identification number (if assigned)

(hereinafter referred to as the „Client“) of the one part, and



BROKERAGE COMPANY

Business name:	CAPITAL MARKETS, o.c.p., a.s.	Statutory body:	Mgr. Anna Šuhajdová, chairman of the Board of Directors
Headquarters:	Slávičie údolie 106, 81102 Bratislava	Clients' accounts	
Company Registration number:	36853054	Bank details:	UniCredit Bank Czech Republic and Slovakia, a.s., branch of a foreign bank Šancová 1/A, 813 33 Bratislava
VAT number:	SK2022505419	Account name:	CAP.MAR.CLIENTS
Registration:	The Commercial Register of the Municipal Court Bratislava III, Section: Sa, insert n.: 4295/B	IBAN:	SK5711110000001021136032
Phone number:	+421 (2) 20706880		
email:	info@capitalmarkets.sk		
Web:	www.capitalmarkets.sk		

(previously referred to and hereinafter referred to as the „**Brokerage Company**“) of the other (the Client and the Brokerage Company are hereinafter together referred to as the „**Parties**“)

Article 2

INTRODUCTORY PROVISIONS

2.1 The Parties declare their intention, in accordance with Article 58 of the Regulation, to enter into a written basic agreement in paper form or other durable medium, which sets out the basic rights and obligations of the Brokerage Company and the Client in relation to the Brokerage Company 's obligation to provide any of the following investment services to the Client and on the Client's behalf, as requested by the Client, with the possibility of providing the following services through the Platform:

- reception and transmission of the Client's order pursuant to Section 6(1)(a) of the SA Act
- the execution of the Client's order for the Client's account pursuant to Section 6(1)(b) of the SA Act

all on the basis of the Client's order placed in the form agreed with the Brokerage Company, whereby the Brokerage Company shall take all necessary actions related to the conclusion of the trade according to the Client's requirements, under the terms and conditions set out in this Agreement and in the General Terms and Conditions of the Brokerage Company (hereinafter referred to as the „GTC“), which are part of this Agreement.



Article 3

INTERPRETATION OF TERMS

3.1 Terms used in this Agreement have the following meanings:

"Ask" means a higher price in the quote at which the Client can buy.

"Bid" means the lower price in the quote at which the Client can sell.

"Balance" means the total financial result in the Client Account after the last completed transaction and deposit/withdrawal operation.

"Long Position" in CFD trading means a buy position that increases in value if the prices of the Underlying Market increase. For example, for Currency Pairs: buying the Base Currency against the Quoted Currency.

"Physical Shares" means equity investments that represent ownership in a company and that are traded on major stock exchanges.

"Hedged Margin" in CFD trading means the necessary margin required by a Brokerage Company to open as well as maintain a position.

"Client Account" means the Client's unique personalised account consisting of all Completed Transactions, Open Positions and Orders on the Platform, the Client's Cash Balance and the Client's deposits/withdrawals.

"Short Position" in CFD trading means a sell position which increases in value if the prices of the Underlying Market fall. For example, for Currency Pairs: selling the Base Currency against the Quoted Currency. A Short Position is the opposite of a Long Position.

"Quote" means information about the current price for a specific Underlying Asset in the form of Bid and Ask prices.

"Quoted Currency" means a second currency in a Currency Pair that can be bought or sold by the Client against the Base Currency.

"Lot" means a unit of measure of Transaction Volume that is specific to each CFD Underlying Asset.

"Equity" means the Balance plus or minus the Floating Profit or Loss derived from an Open Position and is calculated as: $Equity = Balance + Floating Profit - Floating Loss$.

"Margin Call" means a situation where the Brokerage Company informs the Client of the need to deposit additional Margin in case the Client does not have sufficient Margin to open or maintain Open Positions.

"Margin" means the amount of funds required to guarantee to open as well as to maintain an open position in a CFD transaction.

"Margin trading" in CFD trading means leveraged trading (trading with Leverage) where the Client can execute Transactions even if the Client has less funds in the Client Account than the Volume of the Transaction itself.

"Client Account Currency" means the currency in which the Client Account is denominated, which may be Euro and US Dollar, or any other currency offered by the Brokerage Company.

"Currency Pair" means an object or Underlying Asset of a CFD based on the change in value of one currency against another. A Currency Pair consists of two currencies (the Quoted Currency and the Base Currency) and shows how much of the Quoted Currency is required to purchase one unit of the Base Currency.

"Execution Venue" means those entities where Orders are placed for final execution (i.e., are fully executed). Execution venue means a regulated market (e.g. a stock exchange), multilateral trading facility, systematic internaliser or market maker or other liquidity provider or an entity that performs a function similar to any of the above in a third country.



"Transaction Size" in CFD trading means Lot Size multiplied by the number of Lots.

"Open Position" means any Long or Short Position that is not a Completed Transaction.

"Leverage" in CFD trading means the ratio of Transaction Size to Initial Margin. A ratio of 1:100 means that the Initial Margin required to open a position is 100 times less than the transaction size.

"Floating Profit/Loss" in CFD trading means the current profit/loss in Open Positions calculated at the current Quotes.

"Initial Margin" in CFD trading means the necessary margin required by the Brokerage Company to open a position.

"Underlying Asset" means the object or underlying asset in a CFD, which may be a currency pair, futures, metals, equity indices, shares and commodities. It is understood that the list is subject to change and Clients must always refer to the Platform.

"Underlying Market" means the relevant market on which the CFD Underlying Asset is traded.

"Necessary Margin" in CFD trading means the necessary margin required by the Brokerage Company to maintain Open Positions.

"Business Day" means any day other than a Saturday or Sunday or a public holiday in the Slovak Republic.

"Access Credentials" means the Client's login and password required to access and use the Platform(s).

"Difference" means the difference in price between the opening price of a Transaction and the closing price of that Transaction.

"Services" means the services offered/provided by the Brokerage Company to the Client under the Agreement.

"Slippage" means the difference between the expected price of a CFD Transaction and the price at which the Transaction is actually executed. Slippage often arises in periods of higher volatility (for example, due to published news) and prevents an Order from being executed at a particular price when Market Orders are used and also when large Orders are executed when there may not be sufficient interest in the market at the level of the price required to maintain the expected price of the trade.

"Paired Positions" in CFD trading means Long and Short Positions of the same Transaction Size opened in the Client Account for the same CFD.

"Spread" in CFD trading means the difference between the Ask and Bid of the CFD Underlying Asset at the same point in time.

"Swap or Rollover" in CFD trading means interest added or deducted for holding an open position overnight.

"Standard Market Volume" in CFD trading means the maximum number of units of the Underlying Asset that are transmitted by the Brokerage Company for execution.

"Quote Flow" means the flow of Quotes on the Platform for each CFD.

"Trailing Stop" in CFD trading means a stop loss order that is set at a percentage level below the market price - for a long position. The trailing stop price adjusts as the price fluctuates. A sell trailing stop order sets the stop price at a fixed amount below the market price with a "trailing" variation attached. As the market price rises, the stop price rises by the specified deviation, but if the market price falls, the stop price does not change and the market order is placed when the price reaches the stop price level.

"Completed transaction" in CFD trading means two opposing trades of the same size (opening and closing a position): buy and then sell, and vice versa.



"Margin Level" in CFD trading means the percentage ratio of Equity to Necessary Margin. It is calculated as $\text{Margin Level} = (\text{Equity} / \text{Necessary Margin}) \times 100\%$.

"Closed Position" is the opposite of Open Position.

"Free Margin" means the amount of funds available in the Client Account that can be used to open a Position or maintain an Open Position. Free Margin is calculated as: $\text{Equity (minus) Necessary Margin}$ [Free Margin = Equity - Necessary Margin].

"Website" means the Brokerage Company's website www.investingfox.com and any other websites that the Brokerage Company may operate.

"Lot Size" means the number of Underlying Assets in a single CFD Lot.

"Base Currency" means the first currency in the Currency Pair against which the Client buys or sells a Quote Currency.

"Basic Details" means the details required for the Brokerage Company to be able to place an Order, for example, but not limited to, the type of Financial Instrument, the type of Order, the Direction (Buy or Sell), the volume, the type of Underlying Asset, if the Client places a Pending Order (Limit or Stop), the Client will specify the expected price at which the Order should reach the market as well as any Stop Loss or Take Profit, etc.

"Quote Base" means, in relation to CFD Trading, information about the Quote Flow stored on the Server.

"Agreement" means the Agreement together with its Annexes and any additional Appendices thereto attached hereto and the following documents: the GTC, the Client Categorisation Policy, the Investor Guarantee Fund, the Conflict of Interest Policy, the Order Execution Strategy, the Risk Warning, the Complaints Policy, the Cookie Policy, as amended from time to time, the Privacy Notice.

"Account Application Form" means the form/questionnaire completed by the Client for the purpose of applying for the Brokerage Company's Services under this Agreement and for a Client Account, through which the Brokerage Company shall, among other things, obtain information to identify and verify the Client, categorise the Client, and information relating to suitability or appropriateness (as applicable) under the Applicable Regulations.

3.2 Terms the meaning of which is not specifically defined or regulated in the Agreement shall be interpreted in accordance with the meaning of such terms defined in the GTC.

Article 4

SUBJECT OF THE AGREEMENT

4.1 The Brokerage Company undertakes to arrange, on behalf and for the account of the Client, the investment service referred to in Article 2(2.1) of this Agreement in relation to Physical Shares, CFDs or other financial instruments on the terms and conditions set out in this Agreement and in accordance with the Client's requirements and instructions, and in accordance with the applicable laws, rules and customs of the domestic and foreign financial markets.

4.2 The provisions of section 31 et seq. SA Act in conjunction with section 577 et seq. Commercial Code and the provisions of the Act on Consumer Protection in Financial Services at a distance if the Brokerage Company procures the purchase or sale of a security. In such a case, the Brokerage Company undertakes, as a Commission Agent, to arrange, in its name and on behalf of the Client as a Principal, the investment service of execution of the Client's order on his/her account concerning one or more financial instruments, and for this purpose to carry out activities to achieve the above result, all under the terms and conditions set out in this Agreement and in accordance with the Client's requests and orders, in compliance with the binding legislation. In the Commission relationship arising under this Agreement, the Brokerage Company acts as the Commission Agent and the Client acts as the Principal.



4.3 The Brokerage Company undertakes to act with due professional care and in accordance with the Client's Orders and interests known to the Brokerage Company when providing the Services. The Brokerage Company may deviate from the Client's Orders only if it is urgently necessary in the Client's interest and if the Brokerage Company cannot obtain the Client's consent in time. The Brokerage Company is entitled to use another party to fulfil its obligation. In this case, however, it shall be liable to the Client as if he had handled the matter himself.

4.4 The Brokerage Company shall perform the activity referred to in Article 2, paragraph 2.1 of the Agreement for the Client for a fee according to the Fee Schedule provided on the Website.

Article 5

METHOD OF PROVISION OF SERVICES

5.1 The Brokerage Company provides the Services through the Platform.

5.2 The Client shall complete and submit to the Brokerage Company the Account Application Form together with other identification documents required by the Brokerage Company. Upon verification by the Brokerage Company, the Brokerage Company shall send a notification to the Client informing the Client whether he/she has been accepted as a Client. The Client understands that the Brokerage Company is not obliged (and may not be permitted under the Applicable Regulations) to accept a person as a Client until it has received all necessary, correct and fully completed documentation and has carried out all internal checks (including, but not limited to, anti-money laundering checks, suitability and appropriateness tests - as applicable). The Client also understands that the Brokerage Company reserves the right to impose additional screening requirements in order to accept Clients residing in particular countries. The Brokerage Company has the right, at its sole discretion, not to accept any individual or entity as a Client.

5.3 The Agreement shall take effect from the date on which the Client has received (i) a notice by the Brokerage Company informing the Client that the Client has been accepted as a Client or a Client Account has been opened for the Client, and/or (ii) any other confirmation and/or decision leading to the opening of a Client Account.

5.4 The Brokerage Company shall open for the Client one or more Client Accounts and issue access credentials to the Client to enable the him/her to access the Platform and to independently manually place Orders.

5.5 The terms and conditions for the provision of Services in relation to CFDs are listed in Appendix no. 1 of the Agreement, representing supplementary provisions to the Agreement and together with the Agreement form one whole.

5.6 Unless expressly requested by the Client and agreed in writing between the Parties, the Brokerage Company shall not provide any form of investment advice to the Client. The Client is obliged to decide independently how to manage the Client Account, to place Orders and to make relevant decisions at his/her own discretion.

5.7 The Brokerage Company does not provide legal, tax or other advisory services in relation to any Transaction. The Client may choose to seek independent counsel prior to entering into a Transaction.

5.8 The Brokerage Company may occasionally and at its own discretion provide the Client with information, reports, market commentary or other information (hereinafter referred to as "Information") that are not considered as part of the Services for the Client. Information may also be published on the Brokerage Company's website and/or provided in the form of a newsletter to all its subscribers. When doing so: (a) the Brokerage Company is not responsible for this Information, (b) the Brokerage Company does not provide any warranty or guarantee for the accuracy, correctness or completeness of such Information, nor for the tax or legal consequences of the related Transaction, (c) this Information is provided solely for the purpose of enabling the Client to make his own investment decisions and is not investment recommendations or unsolicited financial promotions for the Client, (d) if the Information contains a restriction regarding the person or category of persons for whom the Information is intended, or to whom it is distributed, the Client agrees that he/she will not forward it to any such person or category of persons, (e) the Client accepts that the Brokerage Company does not guarantee the time when the Information is received by the Client, nor that the Information is received at the same time as other Clients. The Parties agree that market commentary, news or other Information provided or made available by the Brokerage Company to the Client may be changed and withdrawn at any time without prior notice.

5.9 When providing Services, the Brokerage Company is obliged, in accordance with Applicable Regulations, to



request from the Client or potential Client information about his/her knowledge, experience in the field of investments related to a specific type of offered or requested Service or financial instrument, the ability to bear losses and risk, so that the Brokerage Company can assess whether the Service or financial instrument is appropriate for the Client. In the event that the Client or potential Client decides not to provide information regarding his knowledge, experience, ability to bear losses and risk, or if he does not provide sufficient information about his knowledge, experience, ability to bear losses and risk, the Brokerage Company will not be able to determine whether the service or a financial instrument is suitable for him.

5.10 The Brokerage Company is entitled, at its own discretion, to request additional information regarding the Client and/or to update the data supplied by the Client whenever it deems it necessary. The Brokerage Company assumes that the information provided by the Client is accurate and complete and the Brokerage Company bears no responsibility towards the Client if this information is incomplete, misleading, changed or becomes inaccurate and it will be deemed that the Brokerage Company has fulfilled its obligations under the Applicable Regulations, if the Client did not inform the Brokerage Company of these changes.

Article 6

THE PLATFORM AND CLIENT ACCOUNTS

6.1 The Client is solely responsible for acquiring and maintaining compatible equipment necessary to access and use the Platform(s), which include at least a computer, mobile phone or tablet (depending on the Platform used), internet connection, telephone or other access line. Access to the internet is essential and the Client is solely responsible for any fees required to connect to the internet.

6.2 The Client declares and undertakes that he/she has installed and implemented appropriate safeguards for the security and integrity of its computer, mobile phone or tablet, and that he/she has taken reasonable measures to secure his/her system against computer viruses, information or data that could potentially damage the Brokerage Company's Website, Platform(s) or other systems. The Client further undertakes to protect the Brokerage Company from unauthorised transmission of computer viruses or other similarly harmful or inappropriate content or devices to the Platform(s) from their computer, mobile phone or tablet.

6.3 The Brokerage Company is not liable to the Client in the event of failure, damage, destruction and/or reformatting of saved records and data of the Clients computer system, mobile phone or tablet. The Brokerage Company is also not responsible if the Client experiences delays and other forms of data integrity problem caused by his/her hardware configuration or mismanagement. The Brokerage Company is not responsible for any interruptions, delays or problems in communication between the Client and the Platform(s).

6.4 Orders are placed with the Brokerage Company on the Platform(s) using access credentials via Client's compatible computer connected to the internet. The Client agrees that the Brokerage Company shall be entitled to rely on and act on the Orders placed using the Access Credentials on the Platform(s) without seeking further verification by the Client and that all such Orders shall be binding upon the Client.

6.5 The types of Client Accounts offered by the Brokerage Company on the Platform and their characteristics are listed on the website.

6.6 The Client Account is activated after the Client has made the minimum initial deposit, which the Brokerage Company has determined and possibly modified at its own discretion. The minimum initial deposit may vary depending on the type of Client Account offered to the Client and/or the type of financial instrument traded on that Client Account. For the purposes of this provision, activation means ensuring the opportunity to trade on the Platform (using its functionalities) for the Client.

6.7 If the Client Account is inactive for one or more months (e.g. no trading, no deposits or withdrawals), a monthly maintenance fee may be charged, which may vary depending on the type of Client Account or financial instrument. The applicable fees are listed on the Website. The Brokerage Company reserves the right to require the Client to provide documentation (in particular, documentation pursuant to point 5.9 and 5.10 of the Agreement) in order to start using the Client Account. Funds in an inactive account belong to the Client, and the Brokerage Company must maintain and retain records and return such funds to the Client at any time upon request. The Client understands that the Client Account is a trading account and not a savings account. It should be noted that in the event that the documents provided by the Client to the Brokerage Company (in particular the documents referred to in point 5.9 and 5.10 of the Agreement) expire and the Client fails to provide updated documents, his/her Client Account will be deemed inactive.



6.8 If the Client Account is inactive for one (1) year or more, the Brokerage Company reserves the right to mark Client Account as dormant. The Brokerage Company reserves the right to request the Client to provide documentation (in particular, documentation pursuant to points 5.9 and 5.10 of the Agreement) in order to start using the Client Account. The Brokerage Company reserves the right to close dormant Accounts, after notifying the Client at his/her last known address.

6.9 The Brokerage Company has the right to merge all Client Accounts opened on behalf of the Client, to consolidate the Balances of such Accounts and to settle such Balances in the event of termination of the Agreement.

6.10 Any deposit to the Client Account under this Agreement is only possible by cash-less means.

Article 7

RIGHTS AND OBLIGATIONS OF THE BROKERAGE COMPANY

7.1 The Brokerage Company is entitled to exercise the rights and obligations set out in this Agreement and the applicable legislation in person or through a third party, and the Brokerage Company is obliged to notify such person of information necessary to fulfil the subject of the Agreement.

7.2 The Brokerage Company will not conclude a repo agreement (or a framework or other agreement on transaction consisting in the financing of securities related to the Client's financial instruments) on its own behalf or on behalf of the Client and on the Client's Account, or otherwise use the Client's financial instruments on its own account or on the account of another, unless the Client has given prior explicit consent to the use of the financial instruments under the terms and conditions specified by the Brokerage Company, to which the Client has agreed, and the Client has confirmed his/her consent (in the case of retail Client, also in writing)

7.3 In the event that the Client's e-mail address is listed in the header of this Agreement or the Client otherwise provides the Brokerage company with his/her e-mail address, the Client agrees, in accordance with the applicable legal regulations to the provision of information and correspondence which does not require his/her signature or the nature of which so permits, and by his/her signature (including remotely) on this Agreement acknowledges the same, that, based on his/her choice, the Client prefers this form of providing information to providing information in paper form or other durable medium, and the sending of such information has the effect of fulfilling the Brokerage Company's obligation to inform the Client according to this paragraph. This also applies if the Client is a retail Client. At any time after the Client has chosen the form of providing information and correspondence pursuant to this paragraph, the Client is entitled to request in writing a change in the form of providing this information, and therefore, request all relevant information in paper form.

7.4 The Brokerage Company is not responsible for the breach of the obligation of a party (including the issuer of the security), with whom it entered into a contract in the course of arranging Client's affairs according to this Agreement and in no way guarantees the fulfilment of the obligations assumed by another party in connection with arranging Client's affairs.

Article 8

RIGHTS AND OBLIGATIONS OF THE CLIENT

8.1 The Client undertakes to notify the Brokerage Company of all facts that are essential for the execution of this Agreement.

8.2 The Client confirms that he/she has been informed of the Brokerage Company's Complaints Procedure, which specifies the procedure for complaints and their handling, and that he/she has notified the Brokerage Company of all essential information about his/her financial situation, his/her experience, knowledge in the field of investments in securities or financial instruments, his/her ability to bear loss and his/her investment goals which he/she wishes to achieve by means of this Agreement. Furthermore, the Client is obliged to notify the Brokerage Company of all changes of this data, if they occur during the effective period of this Agreement. The Client is aware of the possibility of potential risks or losses resulting from trading in financial instruments and has been warned about them by the Brokerage Company. The Brokerage Company further warns the Client that the expected or possible returns are not guaranteed, and that the return of the invested amount is not guaranteed either.

8.3 The Client acknowledges that in accordance with the provisions of Section 73a of the SA Act or on the basis of



a written Agreement with the Brokerage Company, or on the basis of his/her written authorisation, a third party (including a foreign one), the Brokerage Company is obliged to collect, process and store the Client's personal data for the purposes of the performance of this Agreement and for the entire duration of this Agreement, or for the period of time strictly necessary, to the extent and for the purpose stipulated by the SA Act, the Regulation, and any other relevant legal regulations. The Client is obliged to provide such data upon the Brokerage Company's request within the deadline set by the Brokerage Company. The Client declares that he/she has been notified by the Brokerage Company that all personal data provided by him/her subject to the obligation of confidentiality pursuant to Act No. 18/2018 Coll. on personal data protection, as amended, or other legal regulations.

8.4 The Brokerage Company is authorised to allow the Client remote access via the Internet to all information related to activities under this Agreement, including all information recorded by the Brokerage Company about the Client and trades executed pursuant to this Agreement, and the Client hereby grants the Brokerage Company consent to this method of disclosure of information.

8.5 The Client may authorise in writing a financial agent or a tied investment agent (hereinafter referred to as "FA") or investment firms or entities pursuant to other relevant legislation in force in a Member State of the European Union (hereinafter referred to as "other entities") to perform actions, namely the reception and transmission of the Client's orders to the Brokerage Company in accordance with the provisions of the GTC and the Agreement with the Brokerage Company, who then executes/places such trades, and furthermore, for the Brokerage Company to notify the FA or the other entities of all the information arising from this Agreement.

Article 9

ORDERS

9.1 The Client places with the Brokerage Company an Order to the purchase of securities or other financial instruments in the form of an Order, which must comply with the requirements set out in this Agreement or the GTC, and which must be placed by the Client in manner specified in this Agreement or GTC.

9.2 Unless otherwise provided in the GTC, the term Order also includes placing an order to execute another service offered by the Brokerage Company.

9.3 The Client can place Orders on the Platform(s) using his/her Access Credentials, which were issued by the Brokerage Company for this purpose, or by providing the required identification data and Basic Details by telephone.

9.4 The Brokerage Company shall be entitled to rely on and execute the requested Order placed using the Access Credentials on the Platform(s) without further investigation, and all such Orders shall be binding on the Client.

9.5 Orders placed by telephone shall be placed by the Brokerage Company via the Electronic Communication Services.

9.6 The Brokerage Company will make reasonable efforts to execute the Client's Order, but it is agreed and understood that despite the Brokerage Company's reasonable efforts, transmission or execution may not always be achieved for reasons beyond the Brokerage Company's control.

9.7 In the case of the Client being a legal entity, the Client is obliged to obtain a legal entity identifier (LEI) from a competent authority duly authorised to issue legal entity identifiers. In the case of a legal entity, the Client (if stipulated by the Applicable Regulations) cannot carry out any Transactions with the Brokerage Company if he/she does not have a legal entity identifier.

9.8 The Brokerage Company executes the Client's Orders in accordance with the GTC and the Order Execution Strategy, which are available on the Website and may be updated from time to time.

9.9 The Brokerage Company shall provide the Client with adequate statements of the Client's Orders. For this purpose, the Brokerage Company shall provide the Client with online access to the Client Account via the Platform(s) used by the Client and provide the Client with sufficient information in accordance with the Applicable Regulations regarding the reporting requirements to Clients.

9.10 The Brokerage Company shall provide the Client without any delay with basic information regarding the execution of his/her Order. The Brokerage Company shall send the Client a notification confirming the execution



of the Order in accordance with the Applicable Regulations as soon as possible, but no later than on the first Business Day after the execution, or if the Brokerage Company receives a confirmation from a third party, no later than on the first Business Day after receiving the confirmation from the third party. Such notice shall include the information specified in the Applicable Regulations, in addition to the following information common to all Orders: (a) Brokerage Company Identification, (b) Trade date, (c) Instrument Identification, (d) Order Type, e.g. buy/sale, (e) Quantity, unit price and total consideration, (f) Total amount of commissions and expenses. The Brokerage Company will further provide the Client with information on the status of his Order upon request.

9.11 If the Client has reason to believe that a trade statement/confirmation is incorrect or if the Client does not receive the trade statement/confirmation when he/she should have, the Client shall contact the Brokerage Company within ten (10) Business Days of the date on which the trade statement/confirmation was sent or should have been sent. If the Client raises no objections during this period, the contents shall be deemed approved and conclusive.

9.12 The Brokerage Company informs the Client that it is entitled to refuse to provide the requested service (to execute the Order) in whole or in part if its provision would lead to a conflict of interest between the Brokerage Company and the Client or between the Client and the Brokerage Company's other clients or otherwise pursuant to Section 711 of the SA Act et seq. and the relevant legislation, if the execution of the Client's Order could result in a disruption of the security of the financial system or in market manipulation.

9.13 Without prejudice to any provisions in this document, the Brokerage Company is entitled, at any time at its sole discretion, without prior notice to the Client or providing an explanation, to restrict the Client's trading activity, cancel Orders, not accept or refuse to transmit and execute the Order and the Client does not have any right to claim damages, specific settlement or other compensation from the Brokerage Company in any of the following circumstances: (a) the Internet connection or communication is interrupted, (b) as result of a request from the NBS or any other regulatory or supervisory authority, a court order or the request of fraud prevention of money laundering authorities, (c) in case of doubts about the legality or authenticity of the Order, (d) in case of force majeure, (e) in the event of the Client's failure to comply with his/her obligations under this Agreement, (f) the Brokerage Company sent the Client a notice of termination of the Agreement, (g) the Platform rejects the Order due to the imposed trading limits, (h) unusual market conditions, (i) the Client does not have sufficient fund in his/her account for the particular Order.

Article 10

CLIENT CATEGORISATION

10.1 The SA Act divides Clients according to their expertise, experience and knowledge to make their own investment decisions and to properly assess the risks associated with them into three categories – i) Retail client, ii) Professional client and iii) Eligible counterparty. The Brokerage Company is obliged to classify the Client into the relevant category (Retail client, Professional client, Eligible counterparty) and to notify the Client of this classification into the particular category, each of which differs in the level of protection provided to the Client. The Brokerage Company provides the investment service of reception and transmission of an Order in one or more financial instruments for all categories of Clients. The Retail client receives the maximum degree of protection prescribed in detail by the law from the Brokerage Company. The Brokerage Company classified the Client as "Retail client" and the Client agrees with this classification. Exact definitions of the individual categories and their rights are set out in the Client Categorisation Policy published on the Brokerage Company's Website.

10.2 The Client accepts that the Brokerage Company relies on the accuracy, completeness and correctness of the information provided by the Client in the Client's Account Application Form to categorise and manage the Client and the Client shall promptly inform the Brokerage Company in writing of any changes that occur in the future.

Article 11

THE BROKERAGE COMPANY'S CONDUCT POLICY

11.1 The Brokerage Company is obliged to act above all honestly, fairly and professionally, in accordance with the best interests of the Client. The conflict of interest prevention policy is published in the document Conflict of Interest Policy on the Brokerage Company's Website. In the event of the possibility of a conflict of interest, the Brokerage Company is always obliged to give priority to the Client's interest. The Brokerage Company is obliged to inform the Clients about further details, in particular about a specific threat of a conflict of interest.



11.2 If the Client gives a specific instruction regarding an Order or its specific nature, the Brokerage Company is obliged to execute the Order according to such specific instruction, and such action shall be deemed to fulfil the obligation to obtain the best possible result for its Client.

11.3 Depending on the nature of the Order for the provision of the Service, the Client is entitled to be provided with comprehensible information in particular about:

- a. the Brokerage Company and the services provided by them,
- b. financial instruments, including appropriate instructions and warnings regarding the risks associated with investing in these instruments and the protection of the Client's financial instruments or funds, and whether the financial instrument is intended for retail or professional clients, taking into account the identified target market,
- c. execution venue,
- d. the systems for the transmission of Orders, including the strategies for order execution,
- e. all costs and related fees, including information related to investment services and ancillary services, including the cost of advice, costs of financial instruments recommended to the Client and how the Client can pay for them, including any third-party payments,
- f. all provided investment services and individual transactions (reporting), so that the Client is reasonably able to understand the nature and risks of the investment service, as well as the type of investment instrument offered and subsequently make an informed investment decision.

11.4 The Brokerage Company proceeds with the complaint handling in accordance with the applicable legislation, in particular Act No. 250/2007 Coll., Consumer Protection Act as amended and Act No. 266/2005 Coll. on consumer protection in financial services at a distance. Detailed information about the Client's rights and obligations is contained in the Complaints Procedure published on the Brokerage Company's Website.

11.5 Through the Brokerage Company's website, the Client is provided with information about:

- a. the Brokerage Company and the services provided by them,
- b. execution venue,
- c. all costs and related fees, which also include information relating to investment services and ancillary services, including the cost of advice, the cost of financial instruments recommended to the Client and how the Client may pay for them, including any third party payments,
- d. general terms and conditions,
- e. order execution strategy,
- f. financial instruments and risks related to financial instruments,
- g. principles and change of client categorisation,
- h. the complaints procedure,
- i. general information to clients or potential clients prior to the provision of investment service,
- j. key investor information.

11.6 The Client may use Slovak or Czech language for communication with the Brokerage Company, the Client also agrees that the Brokerage Company is authorized to provide information to the Client in these languages.



Article 12

CLIENT DECLARATION

12.1 The Client expressly agrees by his/her signature (including remotely) to:

- a. the Order Execution Strategy published on the Website,
- b. the execution of the Client's Order outside a regulated market, multilateral trading facility or outside an organised trading facility (i.e. on "OTC markets"), in respect of all trades,
- c. the provision of information that is not personally addressed to the Client via the Brokerage Company's Website,
- d. the fact that the Agreement will be concluded by accepting this draft Agreement and agrees that the Brokerage Company has the right not to accept the draft Agreement or to withdraw from the concluded Agreement if the Brokerage Company determines that essential facts are in conflict with this draft Agreement.

12.2 The Client confirms by his/her signature (including remotely) that:

- a. he/she has read and understood the text of the draft Agreement and confirms the completeness and truthfulness of his/her personal data and the information provided by him/her in this Agreement,
- b. has read and understood the contents of the General Terms and Conditions,
- c. all his answers in the Investor Test are true and he solemnly declares that all the information contained in this draft, the Investor Test or any other relevant documents and documents submitted with regard to this draft Agreement are up-to-date, complete and true. The Client understands that he/she is entitled to retake the Investor Test (available on the Platform) at any time or upon request from the Brokerage Company,
- d. he/she has read and understood all costs and related fees, containing information related to investment services and ancillary services provided under this Agreement, including any third party payments, pursuant to Section 73d(1)(d) of the SA Act,
- e. he/she was provided with information on the principles of client categorization and the right to request a change of category within the client categorisation listed on the Website and on his categorisation as a "retail client" in accordance with the CP Act. The client agrees to being categorised as a 'retail client'
- f. he/she has been informed about the nature and risks associated with the provided investment services, about his/her rights to information provided by the Brokerage Company, about the manner and scope of the client protection system and about the guarantees provided by this system, about the obligations and responsibilities of the Brokerage Company,
- g. he/she notifies the Brokerage Company without any delay of any change in its identification data and information specified in the draft Agreement, including a change in tax residence and data in the list of its controlling persons, the assignment of a tax identification number, and hereby undertakes to notify them of the change in data by means of an affidavit, within 30 days of the date of the change in any information or any declaration set out in the draft of this Agreement, becomes false as a result of a change of circumstances. By his/her signature (including remotely), the Client also undertakes, upon request of the Brokerage Company, to provide them with additional data and an affidavit for the purposes of obligations under Act No. 359/2015 Coll. on automatic exchange of financial account information in the field of taxation and on the amendment to certain acts,
- h. the Brokerage Company obtains and processes the provided personal data as a controller in accordance with 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 with Article 13(1)(b), (c) and (f) of Act No.18/2018 Coll. on personal data protection as well as in accordance with the wording of special laws, in particular for the purpose of i)



concluding, executing and subsequent review of transactions between the Brokerage Company and Clients, for the purpose of identifying clients and their representatives, for the purpose of protecting and asserting the Brokerage Company's rights against clients, for the purpose of documenting the activities of the Brokerage Company for the purpose of supervision and for the fulfilment of the Brokerage Company's tasks and obligations under the SA Act in accordance with Sections 73a and 75, ii) the exercise of due diligence in relation to the Client and for the purpose of detecting an unusual trading operation within the meaning of Sections 10 and 19 of Act No. 297/2008 Coll. on protection against money laundering and terrorist financing and on the amendment to certain acts, iii) to provide information on financial accounts for the purpose of correct assessment of tax liability within the meaning of section 19 of Act No. 359/2015 Coll. on automatic exchange of financial account information in the field of taxation and on the amendment to certain acts, iv) exchange of information concerning mediated financial services between the Financial Agent and the Brokerage Company within the meaning of Act No. 186/2009 Coll. on Financial Intermediation and Financial counselling and on amendment and supplementation of certain regulations (hereinafter referred to as "ZFSFP"). The Client understands that pursuant to Act No. 18/2018 Coll. on personal data protection, as amended, the FA, or other entities in the capacity of an intermediary, are entitled to process the personal data of the data subjects - the Clients.

i. before providing his/her personal data, client has been informed in advance by the Brokerage Company of the identification information of the intermediary and his/her rights as a data subject and of all the data pursuant to Section 19 or Section 20 of Act No. 18/2018 Coll., as the case may be. on the protection of personal data, as amended, within the scope defined for the given legal basis, purpose and scope of processing, and acknowledges that the Brokerage Company is entitled to entrust the processing of his personal data to the processor within the scope of this declaration, as well as the fact that a photocopy of his identity document may be sent to the Brokerage Company if the contract is concluded via FA.

j. further details on the protection of personal data, including the rights of data subjects, are set out on the Website in the Privacy Notice document,

k. the Client agrees to use electronic communications services in accordance with the GTC, so that correspondence that does not require his signature or nature of which allows it to be sent electronically to the email address he/she provided to the Brokerage Company. The Client is entitled to request in writing that correspondence be sent to the correspondence address that he provided to the Brokerage Company.

12.3 The Client acknowledges that the Brokerage Company is obliged under applicable legislation to record on a recording device Client's calls that lead or may lead to placing/execution of an order in connection with an investment service or are made with the intention of providing services relating to orders.

12.4 If the Client has joint ownership, the Client hereby declares that he/she has informed his/her spouse of the intended investment and obtained the spouse's consent to the investment.

Article 13

REMUNERATION AND REIMBURSEMENT OF BROKERAGE COMPANY COSTS

13.1 The Client agrees to pay to the Brokerage Company the fees and costs for its activities under this Agreement, the amount of which is published on the Website.

13.2 The Brokerage Company reserves the right to change the fees at any time with prior notice of three (3) Business Days'.

13.3 The Client acknowledges that he/she is responsible for all submissions, tax returns and statements that should be submitted to any competent authority, whether governmental or otherwise, and for the payment of all taxes (including but not limited to transfer or value added tax), arising out of or in connection with his/her trading activity with the Brokerage Company. Before placing Orders with the Brokerage Company, the Client should read and understand the prices, fees, spreads, maintenance or swap fees and management fees which are published on the Website and which are binding on both parties. The Brokerage Company may from time to time, at their sole discretion, offer lower prices or spreads than those then posted on the Website. The Client will be informed



on an ex-ante and ex-post basis of the costs, associated fees and Maintenance Fee related to trading CFDs and Physical Shares in accordance with the Applicable Regulations. The Client shall also be informed of the applicable pricing of fees, Maintenance Fee and any contractual terms and conditions. The aforementioned does not affect the Brokerage Company's obligation to provide the same level and quality of service to all Clients.

Article 14

THE SOURCE OF OWNERSHIP OF THE FUNDS USED FOR TRADING

14.1 The Client declares by his/her signature (including remotely) that the funds used for each transaction with a value of more than EUR 15,000 (or equivalent in the relevant currency) that he carries out or will carry out at any time during the Agreement with the Brokerage Company are in his ownership; further, the Client declares that he is the ultimate beneficial owner and that he is concluding this Agreement and the transaction or transactions on his/her behalf and on his/her own account. In addition, the Client declares that the funds used for the trade or trades are not income from criminal activity, and the conclusion of the Agreement, nor the fulfilment of its provisions and trades, does not constitute an unusual financial operation within the meaning of Act no. 297/2008 Coll. on protection against money laundering and terrorist financing and on the amendment to certain acts.

14.2 The Client declares and undertakes that in the event that the funds used for any trade above 15.000 EUR, which is carried out or at any time during the duration of the Agreement with the Brokerage Company or will be carried out by or on behalf of another person who is the ultimate beneficial owner, or if each such trade is carried out or will be carried out at any time during the duration of the Agreement with the Brokerage Company by or on behalf and on the account of another person, the Client shall, prior to the execution of such trade, provide the Brokerage Company with the specific written declaration of consent of the person concerned to the use of his/her funds for the trade being executed and for the execution of such trade on his/her behalf, or else be liable to the Brokerage Company for the damage incurred by the Client's failure to do so. This special written consent shall include, in the case of a natural person: name, surname, birth number or date of birth and permanent address, and in the case of a legal person: business name, registered office and registration number (hereinafter referred to as the "Special Declaration"). Further details of the Special Declaration are set out in Article 17, paragraph 17.7 of the Brokerage Company's GTC. If the Client fails to comply with its obligation under this paragraph, the Brokerage Company shall be obliged to refuse to execute the requested trade.

14.3 The Parties agree that the binding declarations in the introductory provisions of the Agreement, the binding declarations and the undertakings given by the Client pursuant to Article 12, paragraphs 12.1, 12.2 of the Agreement above shall be valid for the entire duration of the Agreement with the Brokerage Company, and the Client shall be fully responsible for the veracity, correctness and completeness of his/her aforementioned declarations.

14.4 The Client - a foreign person hereby declares that he/she is the beneficial owner of the income which he/she realises based on this Agreement, and the said income is deemed to be his/her income under the law of the country of which he/she is a tax resident.

14.5 The Parties declare that the binding declarations given by the Client in Article 12 and in the introductory provisions of this Agreement shall apply in full to each and every trade executed on the basis of such declarations, except for trades pursuant to Article 12 of the Agreement for which the funds used are owned by another person or such trades are to be executed on behalf and account of another person, prior to which the Client shall submit a separate written binding declaration before the execution of such trades. The Client acknowledges that the Brokerage Company is obliged to refuse to execute a trade in the event of the Client's failure to comply with his/her obligation to provide the declarations in this Article of the Agreement. The Client agrees to notify the Brokerage Company without delay in writing of any changes to the facts set out in the above statements/declarations.

Article 15

COMMON PROVISIONS

15.1 The rights and obligations of the Parties not provided for in this Agreement shall be governed by the applicable GTC, which are an integral part of this Agreement, and in particular by the relevant provisions of the CP Act, the Regulation, Act No.40/1964 Coll., the Civil Code, as amended, Act No.513/1991 Coll., the Commercial Code, as amended, the Act on consumer protection in financial services at a distance, and other generally binding legal regulations of the Slovak Republic. By his/her signature (including remotely), the Client declares that he/she



has read and understood the present GTC in their entirety. If this Agreement is in conflict with the GTC in any part, the obligations of the Parties agreed in this Agreement shall apply, unless otherwise agreed.

15.2 The Brokerage Company shall not be liable for any loss, damage or expense of the Client related to or arising directly or indirectly from (but not limited to) the following situations/circumstances: (a) error, failure, interruption or shutdown of operations on the Platform(s), or delays caused by the Platform or Transactions made through the Platform, technical problems, system failures and malfunctions, communication lines failures, hardware or software malfunctions or failures, system access problems, system capacity problems, Internet congestion, security breaches, unauthorised access and other similar computer problems and errors, (b) failure of the Brokerage Company to fulfil its obligations under the Agreement as a result of force majeure or other cause beyond its control, (c) actions, omissions or negligence of a third party, (d) any person obtains the Client's Access Credentials, issued to the Client by the Brokerage Company before the Client reports the misuse of his Access Credentials to the Brokerage Company, (e) unauthorised third parties gain access to information, including electronic addresses, electronic communications, personal data and Access Credentials, when the aforementioned data is being transferred between the Parties or another party via the Internet or other network communication device, mail, telephone, or other electronic means, (f) any of the risks listed in the Risk Warning document, (g) currency risk, (h) any changes in tax rates, (i) occurrence Slippage, (j) Client's reliance on features such as Trailing Stop, FA or Stop Loss Orders, (k) unusual market conditions, (l) FA's actions or declarations, (m) act or omission (including negligence and fraud) of the Client or his/her FA, (n) business decisions of the Client or its FA, (o) all Orders entered through and based on the Client's Access Credentials, (p) the content, correctness, accuracy and completeness of the communication disseminated using the Platform(s), (r) solvency, action or omission of a third party in case of withdrawal of funds.

Article 16

DURATION AND TERMINATION OF THE AGREEMENT

16.1 This Agreement is concluded for an indefinite period.

16.2 The Agreement may be terminated by written agreement of both Parties or terminated in writing by any of the Parties at any time, even without giving a reason, with the Agreement being cancelled upon expiration of a notice period of at least 7 days, which begins from the date of delivery of the notice to the other party, unless set out otherwise in the provisions of the Agreement with the Client. To eliminate any doubt, the Parties have agreed and agree that the written form of the agreement on the termination of the Agreement as well as the termination of the Agreement is also considered to be in the form of electronic means according to this provision.

16.3 The validity of any Client's Orders expires on the date of termination of this Agreement. Obligations from the Agreement arising during its effective period are not affected by this.

16.4 Upon sending notice of termination of the Agreement and prior to the Termination Date (the effective date of termination pursuant to clause 16.2 of the Agreement or the effective date of the agreement to terminate the Agreement): (a) the Client shall close all of his/her Open Positions. If the Client fails to do so, the Brokerage Company shall close all Open Positions on the effective date of termination of the Agreement, (b) the Brokerage Company shall be entitled to cease to provide the Client with access to the Platform(s) or may restrict the features that the Client is permitted to use on the Platform(s), (c) the Brokerage Company shall be entitled to refuse to accept new Orders from the Client, (d) the Brokerage Company shall be entitled to refuse to allow the Client to withdraw funds from the Client's Account and the Brokerage Company reserves the right to retain the Client's funds as necessary to close positions already opened and/or to pay the Client's outstanding obligations under the Agreement.

16.5 After the termination of the Agreement, any or all of the following provisions may apply: (a) the Brokerage Company has the right to combine any of the Client's Client Accounts, consolidate the Balances on the Client Accounts and settle the given Balances, (b) the Brokerage Company has the right to close the Client Account(s), (c)) The Brokerage Company has the right to convert funds to any currency, (d) The Brokerage Company has the right to close the Client's Open positions, (e) in the absence of illegal activity, suspicion of illegal activity, fraud of the Client or based on the instructions of the competent authorities in the event that there is a Balance in favour of the Client, the Brokerage Company (after deducting such amount as the Brokerage Company, at its own discretion, considers appropriate in view of future obligations) shall pay the given Balance to the Client as soon as possible and provide him with a statement showing how the given Balance was calculated, and possibly give an instruction to Custodian to pay the relevant amount. These funds shall be delivered to the Client in accordance with the Client's instructions. The Parties have agreed that the Brokerage Company will make payment only to the account held in the name of the Client. The Brokerage Company has the right, at its sole discretion, to refuse



to make a payment to a third party.

Article 17

FINAL PROVISIONS

17.1 This Agreement supersedes any prior oral or written agreements between the Parties.

17.2 The Parties hereby declare that they personally or their authorised representatives have full legal capacity and that they are authorised to assume obligations in the manner set out in this Agreement. At the same time, they undertake to compensate any damage resulting from this declaration being subsequently proven to be false. The Parties hereby further declare that the contents of this Agreement are understood by them and correspond to their true, specific and free will, which they confirm by affixing their handwritten signatures (including by remote means). The Client also hereby declares that he/she has been able to influence the content of this Agreement.

17.3 This Agreement may be amended or supplemented only by mutually agreed amendments signed by the Brokerage Company and the Client. The Brokerage Company reserves the right to change the GTC for the reasons set out in the GTC and to inform the Client of the changes made by means of a notice in the Brokerage Company's business locations and on the Website. The Client is entitled to express his/her disagreement with the change of the GTC in the manner and within the period specified in the GTC.

17.4 Any change in applicable law that affects the content of this Agreement shall supersede its relevant provisions accordingly.

17.5 Pre-contractual and contractual relations arising from this Agreement shall be governed by the laws of the Slovak Republic. The Parties expressly agree that, unless otherwise specified in this Agreement, the provisions of the CP Act, the relevant provisions of Commission Delegated Regulation (EU) 2017/565 supplementing Directive 2014/65/EU of the European Parliament and of the Council as regards organisational requirements and operating conditions for investment firms as well as defined terms for the purposes of the said Directive and the relevant provisions of Act No. 40/1964 Coll., Civil Code shall apply to this Agreement and to the legal relations established by this Agreement.

17.6 If the Agreement is concluded remotely, both Parties agree to the aforementioned. They consider this form to be sufficient and complete, taking into account the possibility to request conclusion in written form.

17.7 The Parties declare that they expressly agree that the courts of the Slovak Republic shall have exclusive jurisdiction to settle all disputes arising from the contractual relationship under this Agreement or claims for damages. Disputes may also be settled out of court in accordance with the Brokerage Company's Complaints Procedure.

17.8 Appendix 1 - CFD Trading Terms and Conditions is an integral part of this Agreement.

17.9 The Parties declare that they have both understood the provisions of the Agreement in terms of content and scope, and that they express their free and solemn will.



Appendix 1 – CFD TRADING TERMS AND CONDITIONS

1. Scope

1.1 This Appendix applies only to Clients who trade in CFDs.

2. Types of CFD Orders

2.1 The Client can enter the following CFD Orders: (a) Buy ("Buy") (b) Sell ("Sell") (c) Sell Limit, Sell Stop (d) Buy Limit, Buy Stop (e) Take Profit, Stop Loss (f) Setting Expiration (g) Other Orders available on the Platform.

3. Placing, cancelling, or removing Orders and executing Client Orders

3.1 The Parties agree that CFD trading may be subject to additional terms, conditions, requirements, features and restrictions which are available on each Platform and the Client agrees that they are binding on the Client and the Brokerage Company is entitled to change them without prior notice to the Client; the Client therefore agrees to check for any such changes before placing a new CFD Order. In addition, CFD Orders shall be placed and executed in accordance with the Terms and Conditions, Financial Charges, Rollover Policy and Trading Hours available on the Website and the Brokerage Company shall be entitled to change them without prior notice to the Client. The Client also agrees to pay the applicable Management Fee for trading in Physical Shares.

3.2. Orders may be placed, executed and (if allowed) changed or removed during trading hours for each CFD that appears on the Website as amended from time to time. Unexecuted Pending Orders shall remain valid during the next Trading Session (as applicable). Market Orders not executed due to insufficient volume will not remain valid and will be cancelled. All open Spot Positions shall be rolled over to the next Business Day at the close of trading on the relevant Underlying Market, without prejudice to the Brokerage Company's right to close out open Spot Positions. Any Open Forward Position shall be carried forward to the next relevant Period at the end of the relevant Period, without prejudice to the Brokerage Company's right to close the Open Forward Position.

3.3. Orders are valid in accordance with the type and time of the placed Orders, as determined by the Client. If the validity period of the Orders is not specified, it is valid for an indefinite period. However, the Brokerage Company may cancel one or all of the Pending Orders if the Equity value on the Client's Account reaches zero.

3.4 Once placed on the market, Orders cannot be changed or removed. Stop Loss and Take Profit Orders may be changed, even after a trade has been placed on the market, if their value is higher than a specific level (depending on the Trading Symbol).

3.4. Once posted on the market, the Orders cannot be changed or removed. Stop Loss and Take Profit Orders can be changed, even after the trade has been entered into the market, as long as their value is higher than a specific level (depending on the trading symbol).

3.5 The Client may change the expiry date of Pending Orders or cancel or modify a Pending Order prior to its execution.

3.5. The Client can change the expiry date of the Pending Orders or cancel or modify the Pending Order before its execution.

3.6 The Brokerage Company receives and transmits for execution all Orders placed by the Client strictly in accordance with their terms. The Brokerage Company shall not be responsible for checking the accuracy of any Order.

3.6. The Brokerage Company accepts and proceeds to execute all Orders entered by the Client exactly according to their conditions. The Brokerage Company is not responsible for checking the accuracy of any Orders.

3.7. Orders are executed as follows: (a) Take Profit (T/P) Orders are executed at set prices; (b) Stop Loss (S/L) Orders are executed at fixed prices, depending on market opening prices; (c) Stop Loss (S/L) Orders set for locked positions are executed at the first market price - at the first price that the Brokerage Company obtains; (d) Buy Stop and Sell Stop Orders for opening a position are executed at the first market prices - at the first price that the Brokerage Company obtains.



3.8. For the duration of this Agreement, the Brokerage Company shall accept the Client's Orders in connection to all individual CFD trades and transmit them to a third party, which will be the Execution Venue and the counterparty in the CFD. The list of execution venues of the Brokerage Company is available on the Website. The Brokerage Company will not be a counterparty in the CFD.

3.9 The Brokerage Company shall not, except as otherwise provided in the Agreement, be obliged to monitor or inform the Client of the status of a Transaction or to close any Open Positions of the Client. If the Brokerage Company chooses to do so, it will be at its sole discretion and does not thereby assume any obligation to continue to do so.

3.9. The Brokerage Company is not obliged, unless otherwise stipulated in the Agreement, to monitor or inform the Client about the status of the Transaction or to close any Open positions of the Client. If the Brokerage Company decides to do so, it will be based on its own discretion and does not thereby assume the obligation to continue with the aforementioned.

3.10 It is the Client's responsibility to be aware of his/her positions at all times.

4. Quotations

4.1. In the event that the Brokerage Company is unable to process the Order with regard to the price, volume or other reason, the Brokerage Company will send the Client a new Quotation with the price at which it is willing to execute the trade.

4.2. Quotations displayed in the Platform are current. In the event of high volatility on the Underlying Market, however, the execution of the Order may change due to the execution time, and despite the fact that the Client may request a certain price, he will receive the first price available on the market.

4.3 The Brokerage Company provides Quotes with regard to the price of the Underlying Asset, but this does not mean that these Quotes are a specific percentage of the price of the Underlying Asset. When the relevant Underlying Market is closed, the Quotes provided by the Brokerage Company will reflect the Brokerage Company's estimated Bid and Ask price of the relevant Underlying Asset at that time. The Client acknowledges that the Brokerage Company shall determine such Quotations at its sole discretion.

5. Financial charges, rollover policy and trading hours

5.1 All CFDs provided by the Brokerage Company are subject to a daily financial charge. The financial charges for the different types of CFDs are specified in the Terms and Conditions, which can be found on the Website and/or the Platform.

5.2 All Physical Shares provided by the Brokerage Company are subject to a daily Management Fee for maintaining an open position, which is charged at the end of each Business Day and triples each Wednesday.

6. Swaps

6.1. The Brokerage Company shall publish on its Website the dates when swap points are calculated. On Wednesday, these shall be tripled on the Platform.

7. Lots

7.1. The size of 1 (one) standard lot is the unit of measurement established for each CFD. The Brokerage Company may, at his own discretion, offer standard lots, microlots and minilots, as specified in the current version of the Terms and Conditions.

8. Trailing Stop, Expert Advisor and Stop Loss Orders

8.1 The Client agrees that trading operations using other features of the Platform, such as, but not limited to, Trailing Stop and/or Expert Advisor or similar automated trading software, are carried out solely at the Client's own risk as they directly depend on his trading terminal and the Brokerage Company shall bear no responsibility.

8.2. The Client agrees that placing a Stop Loss Order may not necessarily limit losses to specified amounts, as market conditions may make it impossible to execute such Order at a specified price, and the Brokerage Company



shall bear no responsibility.

9. Margin requirements

9.1 The Client must provide and maintain Initial Margin and/or Hedged Margin at such levels as the Brokerage Company may at its sole discretion determine at any time in accordance with the Terms and Conditions for each type of CFD.

9.2. It is the Client's responsibility to ensure that he/she understands how the Margin is calculated.

9.3. Except in the case of force majeure, the Brokerage Company has the right to change the Margin Requirements, of which they inform the Client in writing ten (10) Business Days in advance. In such a case, the Brokerage Company has the right to apply new Margin Requirements to new positions as well as to already Open positions.

9.4. The Brokerage Company has the right to change the Margin Requirements without prior notice to the Client in case of force majeure. In such a situation, the Brokerage Company has the right to apply new Margin Requirements to new Positions as well as to already Open positions.

9.5. The Brokerage Company has the right to close or limit the volume of the Client's Open Positions (new or total) and reject new Orders in any of the following cases: (a) The Brokerage Company is of the opinion that unusual trading conditions have occurred on the market. (b) The value of the Client's collateral has fallen below the level of the minimum Margin Requirement. (c) If the Equity (current balance including Open positions) is at any time equal to or less than the specified percentage of the Margin (collateral) required to maintain the Open position. (d) The Brokerage Company sends a Margin Call, and the Client does not fulfil it. (e) In case of non-compliance with the Client's obligations.

9.6. The Client is obliged to immediately inform the Brokerage Company if he is convinced that he will not be able to make the Margin Call payment on time.

9.7. After sending a Margin Call, the Client will be offered all or some of the three options to resolve the situation: (a) Limit his activities (i.e. close trades); or (b) Hedging his positions (i.e. opening counter positions to existing positions) while he reassesses the situation; or (c) Deposit additional money to the Client's account.

9.8 If the Client fails to meet the Margin Call and the market moves against him, his positions shall be closed at the Stop Out level of 50% and the Brokerage Company has the right to refuse a new Order. Depending on the specific market conditions, the Client may lose more than 50% of his Margin.

9.9 Margin must be paid with funds in the Client's Account Currency.

9.10 The Client agrees not to create any lien on the Margin transferred to the Brokerage Company or agree to any assignment or transfer.

10. Benefits

10.1. The Brokerage Company has the right, at its own discretion and in accordance with the Applicable Regulations, to provide various benefits to its Clients from time to time in accordance with the Applicable Regulations (hereinafter referred to as "Benefits"). Additional terms and conditions may always apply to Benefits.

11. Trading with a robot

11.1. If the Client wishes to use a robot, he must first obtain a prior written consent of the Brokerage Company. Violation of this obligation is considered a breach of the Client's obligations. Trading with a robot means the automated placement of Orders based on algorithmic calculations.

12. Fees

12.1 The Brokerage Company obtains data for the purpose of determining the amount of swaps, commissions, spreads in relation to a given type of CFD or Physical Share from a third party. It should be noted that the Brokerage Company receives commissions/incentives from Third Party Financial Institutions or derives its commission from the mark-ups it adds to the price received from the Third Party Financial Institutions to which the Client's Orders are transmitted for execution. The Brokerage Company shall disclose to the Client information



regarding such commissions on its Website and/or otherwise in accordance with the Applicable Regulations. The Brokerage Company shall inform its Clients at least once a year of the actual amount of their payments.

13. Difference and settlement

13.1. After completing the transaction:

(a) The Client is responsible for the Difference if the Transaction is: • Sale and the closing price of the Transaction is higher than the opening price of the Transaction; or • Buy and the closing price of the Transaction is lower than the opening price of the Transaction.

(b) The Client receives the Difference if the Transaction is: • Sale and the closing price of the Transaction is lower than the opening price of the Transaction; or • Buy and the closing price of the Transaction is higher than the opening price of the Transaction.

13.2 Unless otherwise agreed by the Brokerage Company, all amounts for which either Party is liable under clause 13.1 above shall be due and payable immediately upon the conclusion of the Transaction. The Client hereby authorises the Brokerage Company to debit or credit the Client Account with the relevant amounts upon completion of each Transaction. It is understood that once the Client has placed an Order, until the Order has been executed and the Transaction concluded, the Maintenance Margin will not be used as collateral and therefore will not be available for withdrawal.