



COMPLAINTS PROCEDURE

CAPITAL MARKETS, o.c.p., a.s.

Article 1

General Provisions

- 1.1 This Complaints Procedure of CAPITAL MARKETS, o.c.p., a.s., Slávičie údolie 106, 811 02 Bratislava, ID No. 36 853 054, (hereinafter referred to as the "Brokerage Company") regulates all legal relations arising between the Client (or a potential client) and the Brokerage Company on the basis of and in relation to the application of the Client's complaints referred to in point 1. 5 of this Complaints Procedure against the Brokerage Company related to the quality or appropriateness of investment services, ancillary services, performance of investment activities or their combination and performance of financial services and activities (hereinafter collectively referred to as "services" and "activities") provided by the Brokerage Company to Clients under the Agreements concluded between the Brokerage Company and the Client, in particular, the procedures and periods for handling such complaints, the method of payment of costs related to such complaints and all other related legal relations.
- 1.2 To the extent that the provisions of the GTC issued by the Brokerage Company differ from the provisions of this Complaints Procedure, the provisions of the GTC shall prevail over the individual provisions of this Complaints Procedure.
- 1.3 Capitalised terms used in this Complaints Procedure have the meanings as defined in the GTC for each service and financial instrument, unless otherwise stated in this Complaints Procedure.
- 1.4 According to this Complaints Procedure, a complaint means a complaint by the Client and a right exercised by the Client against the Brokerage Company under liability for defects arising from the provision of services and activities within the periods specified in this Complaints Procedure (hereinafter referred to as "Complaint").

Article 2

Complaints Procedures and Periods

- 2.1 The Client is entitled to submit a Complaint to the Brokerage Company.
- 2.2 The Client is obliged to file a Complaint against the Brokerage Company as specified in Section 2.4. of this Complaint Procedure, no later than six months from the date on which the Client could have become aware of the fact that is the subject of the Complaint or from the date on which the Client could have discovered the defect, unless the Brokerage Company and the Client expressly agreed otherwise. If, in a particular case, a generally binding legal regulation provides for a longer period of liability for defects in an item or service provided by the Brokerage Company to the Client than the period specified in the first sentence of this Section, and at the same time if such regulation does not allow the contracting parties to agree on a shorter period of time, the Client shall be entitled to submit a Complaint for such defect against the Brokerage Company no later than within the period specified by the legal regulation.
- 2.3 If the Client fails to inform the Brokerage Company of this fact within the period specified in Section 2.2 of this Complaints Procedure, the Client's rights under liability for defects are terminated.



- 2.4 The Client is obliged to submit the Complaint in writing with a handwritten signature. The written Complaint must contain the Client's identification data: name (business name), birth number (ID number), address (registered office or place of business), Client's account number and Client's contact details (telephone number), date and Client's signature. Furthermore, the Client is obliged to state in the Complaint precisely, clearly, correctly and accurately the complained facts which they object to, together with the specified dates, numbers and amounts, and to prove their allegations in a credible manner, mainly by submitting legally relevant documents, which the Client is obliged to obtain at their own expense. At the same time, the Client is obliged to state in this Complaint the rights that they claim against the Brokerage Company in this manner. The Complaint must be delivered to the Brokerage Company's registered office or sent to the email address info@capitalmarkets.sk.
- 2.5 If the Client fails to comply with the obligations specified in Section 2.4 of this Complaint Procedure, the Brokerage Company is not obliged to address the Client's Complaint and investigate the legitimacy of the Client's Complaint until the Client corrects the deficiencies of their Complaint. If the Client corrects the deficiencies of their Complaint, the periods specified in Section 2.9 of this Complaint Procedure begin to run from that moment.
- 2.6 The Client is obliged to provide the Brokerage Company with all the cooperation necessary for clarification of the Complaint, if the Client refuses to provide such cooperation, the Brokerage Company is not obliged to perform further investigation of the Complaint and is not obliged to further investigate the legitimacy of the Client's Complaint.
- 2.7 The handling of Complaints against the Brokerage Company and the monitoring of received and settled Complaints is handled by the Compliance Department in accordance with the Brokerage Company's Organisational Regulations.
- 2.8 The Brokerage Company collects and investigates all relevant evidence and information relating to the Complaint and communicates with the Client in a clear, simple and understandable manner.
- 2.9 If it is not possible to decide on the legitimacy of the Complaint immediately after the Complaint is submitted by the Client, the Brokerage Company is entitled to carry out further investigation of the Complaint and a professional assessment of the complained defect within the scope of its competence, while the total processing of the Complaint should not exceed 30 calendar days.
- 2.10 If the Complaint cannot be settled for objective reasons within the above-mentioned period of 30 days, the Brokerage Company is obliged to inform the Client of this fact, indicating the reason for the extension of the period, the actions taken and the expected date of settlement of the Complaint.
- 2.11 The Brokerage Company shall issue a written confirmation to the Client within the periods specified in Section 2.9 of this Complaint Procedure on the manner in which the Complaint has been handled. The Brokerage Company shall issue this written confirmation to the Client even if the Complaint has not been dismissed in its entirety upon the Client's submission of the Complaint.

Article 3

Costs Associated with Complaints Handling

- 3.1 Unless otherwise stated in this Complaint Procedure, the costs associated with the handling of a Complaint are covered by the Brokerage Company, regardless of whether the Complaint is legitimate or not. This does not include the Client's costs related to the submission of a Complaint.



Article 4

Records of Complaints

- 4.1 Records of Complaints are kept as a file with the Brokerage Company, where for each individual case the following is recorded:
- a) the serial number of the Complaint,
 - b) the date of receipt of the Complaint,
 - c) identification of the Client,
 - d) the subject of the Complaint,
 - e) the decision on the handling of the Complaint.
- 4.2 In addition, a copy of the letter with a statement on the Complaint and a record of the handling of the Complaint are archived under the serial number.
- 4.3 The record of the handling of the Complaint according to section 4.2 must include the following information:
- a) the name, surname and residential address of the Client, in the case of a natural person, the name or business name and registered office or place of business of the Client, in the case of a legal entity,
 - b) the subject of the Complaint,
 - c) the receipt date of the Complaint,
 - d) identification of the persons to whom the Complaint relates,
 - e) assessment of whether the Complaint was legitimate,
 - f) actions taken to handle the Complaint,
 - g) date of resolution of the Complaint.

Article 5

Filing an Appeal

- 5.1 If the Client is not satisfied with the outcome of the Complaint resolution, they may appeal against the outcome of the Complaint resolution within fifteen (15) calendar days from the delivery of the decision to the Client's residence/place of business/registered office address or any other address provided by the Client as the corresponding address. In this case, a new thirty (30) day period for the handling of the appeal begins.
- 5.2 The appeal is handled by the Brokerage Company's Board of Directors. The Board of Directors of the Brokerage Company issues a decision on the outcome of the Complaint. The Client or Potential Client shall be informed of this outcome by registered letter within thirty (30) calendar days of the receipt of the appeal for the resolution of the Complaint by the Brokerage Company.
- 5.3 If the Brokerage Company's statement regarding the Complaint in question does not fully satisfy the Client's demands, the Client has the option to address the competent supervisory authority, which is the National Bank of Slovakia.



- 5.4 The Client has the option to submit a proposal to initiate an alternative dispute resolution to one of the entities registered in the list maintained by the Ministry of Economy of the Slovak Republic, which can be found on the website www.economy.gov.sk/ in accordance with Section 24(1)(a) of Act No. 391/2015 on Alternative Dispute Resolution and amending and supplementing certain acts.
- 5.5 In the event of the provision of services on the territory of the Czech Republic (e.g. through a branch), the Client has the option, in the position of a consumer in accordance with the provisions of Section 2(1) of the Act No. 634/1992 as amended, if a dispute arises (this is unaffected by the consumer's right) (i) to bring an action to a competent Czech court, (ii) to initiate an alternative dispute resolution within the meaning of the above-mentioned Act. The subject of out-of-court dispute resolution is the financial arbitrator in accordance with Act No. 229/2002, on the Financial Arbitrator. More information about the financial arbitrator or the resolution of consumer disputes through the financial arbitrator can be found at the financial arbitrator's registered office at Legerova 1581/69, Prague 1, 110 00, tel.: +420 257 042 070, e-mail: arbitr@finarbitr.cz and on the website <https://www.finarbitr.cz/cs/>. The Client may also address the competent supervisory authority, which in the case of the Czech Republic is the Czech National Bank, either by mail to the correspondence address Na příkopě 864/28, 115 03, Prague 1, by e-mail to podatelna@cnb.cz, or via the website: <https://www.cnb.cz/cs/verejnost/kontakty/stiznostina-financni-institute/index.html> in the case of the provision of services in the territory of the Czech Republic.

Article 6

Internal Monitoring and Assessment of Complaints

- 6.1 The Brokerage Company continuously analyses the data collected as part of the complaint handling process to ensure that recurring systemic issues and potential operational and legal risks are identified and addressed, in particular:
- analysing the causes of individual complaints to identify the main causes that are common to a given type of complaint,
 - assessing whether those main causes may have an impact on other processes or products, including those indirectly affected by the complaint,
 - where justified, by eliminating those main causes.

Article 7

Final provisions

- 7.1 The Brokerage Company and the Client have agreed that other legal relations between the Brokerage Company and the Client not expressly regulated by this Complaints Procedure are governed by the relevant provisions of the individual Agreements concluded between the Brokerage Company and the Client, the relevant provisions of the GTC, the relevant provisions of the related legislation applicable in the territory of the Slovak Republic or the Czech Republic.
- 7.2 The Complaints Procedure does not apply to services provided and activities performed other than those supervised by the National Bank of Slovakia or the relevant regulator, or to services and activities of another entity for which the Brokerage Company has no liability (even if such activities form the essence of the Complaint). In such a case, the Brokerage informs the Client of its statement regarding the Complaint and explains its statement to the Client, even if the Complaint is not expressly related to the services and activities of the Brokerage Company. Where appropriate and within the Brokerage Company's capabilities, the Brokerage Company shall provide the Client with the details of the entity or supervisory authority responsible for handling the Client's Complaint.



- 7.3 At the request of the competent national authority, the Brokerage Company shall provide information on the handling of complaints to that authority.
- 7.4 The Brokerage Company is entitled to modify or amend this Complaints Procedure at any time due to changes in the Brokerage Company's business policy or changes in legislation or based on developments in the financial market or legal or business environment or in the interest of the safe functioning of the financial market system or to minimise the risk. The Brokerage Company shall determine by publishing on the Brokerage Company's website www.capitalmarkets.sk or www.investingfox.com the latest version of the Complaints Procedure. The Client is entitled to express their disagreement with the change of the Complaints Procedure by written notice delivered to the Brokerage Company within 30 days from the date on which the Complaints Procedure was determined by publication. If this does not happen, the amendments shall become effective on the date specified therein if the Client, after the publication of the Complaints Procedure, performs any action towards the Brokerage Company or continues to receive the services of the Brokerage Company in such a way that it is clear from the given situation that they have the will to continue the contractual relationship with the Brokerage Company, or confirms by their actions that they have familiarised themselves with the wording of the modified or amended Complaints Procedure. If the Client expresses their disagreement with the change of the Complaints Procedure within the aforementioned period and no agreement is reached, the Client is entitled to terminate their contractual relationship with the Brokerage Company by notice with immediate effect. Likewise, the Brokerage Company is entitled to terminate its contractual relationship with the Client with immediate effect and declare its claims against the Client immediately due and payable.
- 7.5 This Complaints Procedure has been approved by the Board of Directors of the Brokerage Company on 27.10.2023, with effect from 27.10.2023. All contractual relations concluded between the Client and the Brokerage Company as of the Effective Date of this Complaints Procedure are governed by this Complaints Procedure, unless otherwise specified herein.
- 7.6 The Complaints Procedure was published on 27 October 2023.