

PREAMBLE

These Terms and Conditions form an integral part of the Agency Agreement for Arranging the Purchase and Sale of Securities ("the **Agreement**"). These Terms and Conditions establish the rules for the purchase and sale of securities pursuant to the concluded Agreement.

I. DEFINITION OF TERMS

Securities Act – Act 566/2001 on securities and investment services and on the amendment of certain laws, as amended.

Commercial Code - Commercial Code No. 513/1991, as amended.

Civil Code - Civil Code No. 40/1964, as amended.

Foreign Exchange Act – Foreign Exchange Act 202/1995, as amended.

Financial Intermediation Act – Act 186/2009 on financial intermediation and financial advisory services and on the amendment of certain laws, as amended.

AML Act – Act 297/2008 on prevention of money laundering and terrorist financing and on the amendment of certain laws, as amended.

PI – PARTNERS INVESTMENTS, o.c.p., a.s., domiciled at Einsteinova 24, 851 O1 Bratislava – mestská časť Petržalka, CRN: 52 413 179, incorporated in the Business Register of the Bratislava III District Court, Section: Sa, File No.: 6941/B.

Client – a legal or natural person that has concluded a valid Agreement with PI.

Website – PI's website www.partnersinvestments.sk.

Security – a financial instrument or a security specified in the Agreement.

Foreign Market – a securities market outside the territory of the Slovak Republic where PI has a contractual option to settle transactions executed therein. A Foreign Market means a stock exchange, an OTC market (over-the-counter securities market) or an ECN (electronic over-the-counter system).

ECNs (Electronic Communication Networks) – over-the-counter electronic trading systems for matching orders to buy and sell securities.

Foreign Register – a place where foreign securities are kept.

Broker (foreign trader in securities) – a licensed securities trader acting on behalf of the Client in the relevant Foreign Market, with whom PI maintains a business relationship.

OTC Market (over-the-counter-market) – an over-the-counter securities market where market participants trade with each other through various means of communication.



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OTC Trading – trading in securities through OTC Markets, i.e. outside of a centralized exchange.

Issuer – a legal person that has issued, is issuing, or has decided to issue a Security under the Securities Act or under special laws.

Client Account – the Client's security holder account maintained by PI. The Client Account is kept separate from the records of PI's register of their own securities and funds, as well as separate from the securities and funds of PI's other Clients. PI opens a Client Account for the Client both for each Agreement and for any other securities contract concluded between PI and the Client.

Client Assets – the Client's assets pursuant to Section 81 of the Securities Act.

Transfer Order to a Bank – the Client's order to a bank to transfer funds from the Client's bank account to PI's bank account specified in the Agreement. The Client's bank account used to transfer funds to PI's bank account must be held in the Client's name or the name of a minor Client's legal representative or the name of the Client's wife/husband (where the Client has no bank account held in their name).

Binding Order – the Client's order placed with PI to buy or sell a security.

Partially Executed Order – the Client's binding order which has been only partially implemented because of insufficient supply or demand for the securities involved.

Order to Sell Securities – an order to sell the Client's securities held in any of their Client Accounts and subsequently transfer the funds received from the sale of the securities to the Client's bank account specified in the Agreement or to another bank account held by the Client, as designated by the Client.

Order to Sell a Part of Securities – an order to sell a part of securities expressed as the amount of funds that the Client wants to have credited to any of their Client Account and subsequently transfer the funds obtained through the sale of securities to the Client's bank account specified in the Agreement or to the Client's other bank account, as designated by the Client.

PI Fee – PI's fee set out in the Service Price List annexed to the Agreement ("the Service Price List"), which the Client is obliged to pay PI for provision of investment services.

Costs – costs incurred by PI in the fulfilment of their obligation (in particular third-party fees), which are specified in the Service Price List.

Market Price – the current market price for which the desired security can be bought or sold.

Investment Guarantee Fund – a fund established in accordance with the provision of Section 80 et seq. of the Securities Act, consisting of contributions provided by securities traders, including PI, which serves to provide compensation for inaccessible Client Assets received by PI in order to execute an investment service.



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Financial Agent – a person with the domicile, place of business or place of establishment in the Slovak Republic, who carries out financial intermediation on the basis of a written contract with PI.

Financial Intermediation in the Capital Market Sector under the provision of Section 2 (2) of the Financial Intermediation Act:

- a) Providing an investment service, receiving and executing client orders concerning transferable securities and securities and units of collective investment funds and promoting them (in this connection, the Financial Agent receives and forwards Client Orders only to PI),
- b) Providing investment advisory services in respect of transferable securities and securities and units of collective investment funds.

Client Zone – a zone for Clients located at the Website, specifically https://klienti.partnersinvestments.sk, where each Client logs in with their username (login name) and password. The Client Zone also has a Message Box primarily used for communication between PI and each Client, i.e. for PI to provide each Client with information (e.g. statements, alerts, confirmations, etc.).

II. GENERAL PROVISIONS

- Where PI opens several Client Accounts for the Client, such accounts will have different client account numbers and different numerical elements in client account name. Upon termination of each Agreement, PI will close the relevant Client Account linked with the Agreement.
- 2. Either the Client or their representative is obliged, in accordance with the provisions in Section 73a (1) and (2) of the Securities Act, to provide PI with, and/or allow PI to obtain by copying, scanning or other forms of recording, personal data to the extent set forth in Section 73a (1) of the Securities Act. Section 73a (3) of the Securities Act entitles PI, even without obtaining consent from, or notifying, the Client or their representative, to enquire, obtain, record, store, use and otherwise process personal data and other data within the scope given by Section 73a (1) of the Securities Act. The data covered by Section 73a (1) to (3) of the Securities Act shall be disclosed and provided by PI to the Broker or Issuer for processing.
- 3. PI maintains a Client Account for the Client both for each Agreement and for any other securities contract concluded between PI and the Client. A Client Account contains the records of securities and the records of funds. The Client's funds and securities are kept only in the Client Account. PI provides no interest on the funds in the Client Account. As part of Client Account maintenance, PI provides the Client with an ancillary investment service of custody, where PI (as custodian) legally acts in accordance with generally applicable legislation on their own behalf and on the Client's account in respect of third parties, as deemed necessary for the exercise and preservation of the rights associated with securities.



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- 4. PI is also entitled to use another person to fulfil their obligation, unless a generally applicable legal regulation provides otherwise.
- 5. All information PI and the Client learn about each other and about third parties during the term of the Agreement, unless such information is publicly available, shall be subject to confidentiality and both PI and the Client shall be thereby bound. The duty of confidentiality shall survive the termination of this contractual relationship. This does not apply to cases where PI or the Client is obliged to disclose data to competent state authorities or other entities on the basis of applicable legislation.
- 6. If the Client is a natural person and he/she dies during the term of the Agreement, PI shall proceed according to the relevant provisions of the Securities Act, in particular the provisions of Section 18 and Section 18b thereof, governing the transfer and handling of securities after the death of the account holder. If, as a result of a decision on the succession, the securities are acquired by several heirs as co-owners on the basis of the original Agreement, PI is entitled to terminate the Agreement unless the heirs make an arrangement, within one month from the finality of the succession decision, on the basis of which the securities under the original Agreement are acquired by only one of the heirs who will continue to perform it.
- 7. PI shall provide the Client with access to their Client Account in the Client Zone, and the Client will be able to use the Client Zone to get information about the status of their funds, the settlement of the transactions that have been executed, and will also have access at the Website to the current version of the Terms and Conditions, Service Price List, and other documentation. To this end, PI shall generate a login name and password for the Client, which will be communicated to the Client in the manner specified herein. Both the username (login name) and password shall be unique. The Client's access to their Client Account via the Client Zone is mainly for information purposes. Accessing the current version of the Terms and Conditions gives the Client also access to information pursuant to Sections 73d and 73p of the Securities Act, which PI provides for the Client at the Website and is a part hereof.
- 8. Should any provisions of the Agreement, the Terms and Conditions or the appendices thereto become ineffective due to changes in legislation in the Slovak Republic, it shall be without prejudice to the effectiveness of other provisions of the Agreement and these Terms and Conditions.
- 9. Pursuant to PI's client classification rules, PI has classified all their clients (i.e. including the Client themselves) into the category of "Non-professional Client". The Client is entitled to submit a written request to be reclassified into a client category other than "Non-professional Client" only if they meet the conditions for reclassification set out in the Securities Act. Nonetheless, PI expressly advises Clients that classification into a client category other than "Non-professional Client" is associated with a lower level of Client protection.



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III. PROCEDURE FOR CONCLUDING THE AGREEMENT

- 1. By signing the Agreement, the Client gives their consent hereto and furthermore to the texts of all its appendices. The Client shall not be permitted to amend the Agreement unilaterally prior to signing it. Prior to concluding the Agreement, the Client shall identify themselves and their identification shall be verified either (i) in the Client's physical presence or (ii) if the Client is not physically present, through technical means whereby their identification may be verified at a level similar to verification in the Client's physical presence, in terms of the trustworthiness thereof, in which case PI or the Financial Agent authorized by PI shall exercise enhanced due diligence in accordance with Section 12 (2) (a) of the AML Act, to the following extent:
 - a) Identification of the Client on the basis of two proofs of identity out of which at least one shall contain the holder's picture;
 - b) Requesting the Client to submit a written confirmation issued by another financial institution (e.g. a bank) domiciled in the Slovak Republic or in another EU Member State, confirming the Client is a client thereof; or
 - c) Arranging the first payment through an account held in the Client's name in a bank domiciled in the Slovak Republic or in a foreign bank operating in the territory of an EU Member State had the Client submitted a document proving the existence of such account (e.g. an account statement).
 - For the avoidance of doubt, the language of all documents submitted to PI by the Client for the purpose of identification and verification of their identity shall be Slovak (except for proofs of identity or documents issued in Czech), unless PI determines otherwise. Should the translated proofs of identity or documents be issued, or the authenticity of signatures on them be officially certified, outside the Slovak Republic, PI is entitled to request a higher level of authentication of such proofs of identity or documents, signature authentication (super legalization) or an apostille, and also an official translation of such proofs of identity or documents into Slovak (except for proofs of identity or documents issued in Czech). In addition, PI states that they accept from foreign Clients only such foreign language proofs of identity or documents that contain the required data written in Latin characters.
- 2. PI is obliged to ask the Client for information about their financial situation, experience, and knowledge in the field of trading in selected securities and the objectives the Client wishes to achieve thereby for PI to be able to establish whether the situation, knowledge, and experience are sufficient for the Client to be aware of the risks associated with selected securities and whether such securities are suitable for the Client. This obligation is fulfilled by PI through an investment profile established on the basis of the Client Investment Profile Questionnaire ("Investment Questionnaire") completed by the Client, in which the Client is required to answer specific questions ("suitability test") and which, when duly completed, becomes part of the Agreement. If PI concludes from information obtained



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through the suitability test in the Investment Questionnaire that the selected security is not suitable for the Client, PI shall inform the Client accordingly in a standardized form. The Client is obliged to provide AML statements that are part of the Agreement.

- 3. PI shall be entitled to rely on the information provided by the Client and shall in no event be liable for any false information provided by the Client.
- 4. Following the Client's registration in PI's system, completion and evaluation of the Investment Questionnaire, and after having become acquainted with the terms and conditions of the Agreement and all the appendices thereto, the Client and PI shall conclude an Agreement as follows:
 - a) in the physical presence of the Client:
 - (i) Either in writing, by affixing the Parties' handwritten signatures to two paper counterparts hereof, unless the Client grants to PI consent to the processing of their biometric data therein, in which case one counterpart of the Agreement shall be held by the Client and one counterpart shall remain with PI after the conclusion hereof, and simultaneously the Client shall also provide PI with a photocopy of their proof of identity (e.g. ID card, passport); or
 - (ii) In writing by electronic means capable of capturing the content of such acts, in particular by capturing the speed, pressure, rhythm, stroke, acceleration, tempo, inclination, etc. of the Client's signature (BioSign digital handwritten signature), whereas such a handwritten signature shall be considered to have been written in accordance with Section 40 (4) of the Civil Code, as amended, had the Client granted PI consent in the Agreement to the processing of their biometric data. Once the Agreement has been signed by PI and the Client in such a case, it shall be generated in a PDF document with BioSign and forwarded to the Client's email address.

After it has been concluded, the Client shall also provide PI with a photocopy of their proof of identity (e.g. ID card, passport);

- b) If the Client is not physically present and they are identified and verified pursuant to Clause 1 (ii) of this Article hereof, the following shall apply:
 - (i) PI shall either email the Agreement in an attachment to the Client for their signature or send it as a postal consignment (in such a case in two counterparts), along with all necessary appendices and instructions on how the Client should proceed. Subsequently, the Client shall attach their handwritten signature to the two counterparts of the Agreement, signatures attached to both counterparts of the Agreement shall be officially authenticated, including all the necessary appendices, as instructed by PI, and the Client shall post both counterparts thereof to the address of PI's registered office specified in the Agreement. The Client shall additionally post to PI, together with the signed Agreement and appendices thereto specified by PI in the instructions, a photocopy of two proofs of identity (i.e. ID card, passport or driving license),



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a photocopy of a statement of the Client's account maintained in the Client's name not older than three (3) months and, if applicable, any other documents (e.g. an extract from the Business Register or any other register not older than three (3) months in the case of a legal person). Should the Client deliver both copies of the Agreement to PI, PI shall sign them and, subsequently, PI shall retain one of the counterparts of the Agreement and post the other to the Client's permanent address specified therein; or

(ii) PI shall forward the Agreement to the Client's email address as an attachment, including all necessary appendices, together with instructions on how the Client should proceed, whereas the Client shall sign the Agreement, including all necessary appendices, as instructed by PI, by electronic means capable of capturing the content of the legal act and the identification of the person carrying out the legal act pursuant to Section 40 (4) of the Civil Code. Subsequently, the Client shall email to PI, as an attachment, a photocopy of two proofs of identity (i.e. ID card, passport or driving license), a photocopy of a statement of the Client's account maintained in the Client's name not older than three (3) months and, if applicable, any other documents (e.g. an extract from the Business Register or any other register not older than three (3) months in the case of a legal person) and the appendices to the Agreement specified by PI in the instructions. Then PI shall generate the concluded Agreement in the PDF format and forward it to the Client's email address.

The Client acknowledges, in the cases referred to in point (b) of this Clause of the Terms and Conditions, that were PI not to receive the Agreement they have signed, including all necessary appendices and documents specified in PI's instructions, and the Client not to make the first payment from their account maintained in their name, PI shall be entitled to refuse to provide the Client with the investment service specified in Section 6 (1)(a) of the Securities Act. Furthermore, the Client acknowledges that the acts under this Clause of the Terms and Conditions aimed at conclusion of the Agreement have been or will be executed by PI either independently or through Financial Agents. For the purposes of this Clause of the Terms and Conditions, the Agreement shall also mean a draft agency agreement for arranging the purchase and sale of securities. All documents required by PI to conclude the Agreement shall be submitted as originals and/or officially certified photocopies and/or photocopies certified by a Financial Agent.

5. Upon the conclusion of the Agreement, PI shall generate a payment instruction for the Client, whereunder the Client shall submit a Transfer Order to the Bank so as to send the funds intended for the purchase of securities to PI's bank account specified therein. In this connection, PI shall be entitled to return any payment containing an incorrect variable or specific symbol or contrary to the requirements resulting from the Agreement or any payment PI is not able, for any reason, to match unequivocally with a specific payment instruction.



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- 6. Once the funds have been received from the Client, pursuant to the previous Clause of this Article of the Terms and Conditions and after the Agreement has been internally processed, PI shall generate a username (login name) and password for the Client to access the Client Zone, thereby allowing the Client also to access each of their Client Accounts. The username (login name) shall be forwarded by PI to the Client at their email address specified in the Agreement and the password shall be texted by PI to the Client's mobile telephone number specified in the Agreement. The provisions of the preceding two sentences of this Clause of the Terms and Conditions shall only apply were the Client a new client of PI, i.e. only if this is the first time the Client has entered into a contractual relationship with PI for the provision of investment services (i.e. the Agreement or other securities related contract). It means that PI will not be sending to the Client repeatedly a new username (login name) and password to access the Client Zone when concluding further agreements or other securities related contracts.
- 7. The Client Zone username (login name) and password are unique therefore it is important for the Client to keep them in a safe place and prevent any third party from an access thereto. The Client acknowledges that PI is not liable for any damage incurred due to the Client's failure to comply with the obligation under the preceding sentence of this Clause hereof.
- 8. Upon concluding the Agreement, and throughout the term thereof, the Client undertakes to notify PI without undue delay of any facts relevant and necessary for the purchase or sale of securities arranged under the Agreement, as well as of any changes in the information previously provided to PI in connection with the conclusion thereof (e. g. personal and contact data changes, changes in the data contained in the AML statements and the data contained in the Investment Questionnaire, which are decisive for the assessment of suitability of the provided investment service and/or security, etc.).
- 9. Upon PI's request, the Client shall provide PI without undue delay with all the documents necessary to fulfil the obligations under the Agreement or to represent the Client in transactions with third parties.
- 10. PI may also have a client that has not reached majority age, for whom his/her legal guardian shall conclude the Agreement with PI and act in all matters in relation to PI that arise therefrom during the term of the Agreement, but no later than when majority age has been reached. In this respect, the legal guardian declares that:
 - (i) their legal capacity is not restricted;
 - (ii) they are a legal representative of the minor; and
 - (iii) they have not been deprived of parental rights and obligations, nor has the exercise of their parental rights and obligations been restricted or suspended.

The declarations referred to in the preceding sentence of this Clause hereof shall be deemed to have been repeated by the legal guardian for each legal act they carry out on



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behalf of the minor in relation to PI. The data that cannot be filled in the Agreement, due to the nature thereof, according to the minor's data (e.g. email, telephone contact) shall be replaced by the legal guardian with their own data when concluding the Agreement. The legal guardian acknowledges that when the minor reaches the age of majority, the legal guardian shall lose the authority to act on behalf of the minor and PI shall thereupon immediately block their access to the Client Zone and to the minor's Client Account. Concurrently, the legal guardian undertakes to inform the minor, when he/she reaches the age of majority, of the obligation to update the data that had been replaced with the legal guardian's data when concluding the Agreement (e.g. email, telephone contact) and to communicate the same to PI, so that PI can send the minor, once they have reached the age of majority, a new password for the Client Zone and thereby for the minor's Client Account to the telephone number updated by him/her. The legal guardian may be contacted by the Financial Agent for this purpose after the minor has reached the age of majority.

IV. CLIENT ACCOUNT

- 1. PI shall open a Client Account for the Client, to which the Client's funds will be credited.
- 2. The Client Account is maintained in the primary currency, i.e. euro, unless otherwise agreed in the Agreement. The Client may have securities and funds in different currencies on the individual sub-accounts of their Client Account in order for the Client to trade in securities denominated in different currencies and on several Foreign Markets.
- 3. PI is obliged to hold separately the Client's assets subject to the Client Protection System secured through the Investment Guarantee Fund.

V. TERMS AND CONDITIONS OF TRADING IN SECURITIES

1. Transactions with securities are executed after the Client has placed a Binding Order to buy or sell securities with PI either directly and independently through the Client Zone (to date, only Orders to Sell Securities or to Sell a Part of Securities may be placed through it) or through the Financial Agent. The Client's first Binding Order to buy selected securities may be filled in the Agreement. Immediately upon concluding the Agreement, the Client shall instruct, on the basis of a payment instruction, the bank in a Transfer Order to transfer funds to PI's bank account designated in the Agreement. Subsequently, PI shall forthwith transfer the Client's funds to their Client Account. The Binding Order will be executed only after the funds have been credited to the Client Account. In the Binding Order, the Client agrees that the Order will be executed at the currently offered or requested market price. Should PI forward the Binding Order to the Issuer for execution, the Order will expire on the last day of the subscription period, it means that such a Binding Order can only be executed on its expiration date, i.e. on



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the last day of the subscription period. PI is authorized to forward Binding Orders in bulk to the Issuer or Broker for execution, in particular for Binding Orders relating to the purchase or sale of units or securities and holdings in collective investment funds.

- 2. Each subsequent Binding Order shall be clear, specific, and complete. The Client is obliged to include in the Binding Order all the information requested by PI, failing which their Binding Order will not be executed. Any subsequent Binding Order to purchase a security shall be submitted directly by the Client to PI in writing by the Client either completing a form or sending funds through the Client's payment order to PI's bank account with the correctly completed variable and specific symbols ("Order by Payment"). The Order by Payment shall contain (i) the properly completed variable symbol, which is the Client's Agreement number, and (ii) the properly completed specific symbol, which is the last four digits of the ISIN for the security the Client wishes to purchase through the Order by Payment. The Order by Payment is a one-off order to buy, for the sum of the funds credited to PI's bank account, a security whose numeric ISIN code, specified in the previous sentence of this Clause of the Terms and Conditions, shall be properly indicated as the specific symbol. Orders by Payment shall be deemed to have been received on the working day following the crediting of the funds to PI's bank account, subject to the provisions of the Agreement and these Terms and Conditions governing the Binding Orders completed in the Agreement. Should the Client indicate an incorrect variable and/or specific symbol in the Order by Payment, the order shall not be executed and the funds will be returned to the Client at the bank account from which they were sent, unless PI and the Client agree otherwise. In this connection, PI shall be entitled to return any payment with an incorrect variable and/or specific symbol, or which is contrary to the terms and conditions of the Agreement, or which PI is not able, for any other reason, unequivocally match with a specific Payment Order.
- 3. Where the Client issues a transfer order to the bank expressed in one currency and requests a securities transaction in another currency, PI shall, at the Client's request, convert the value of the securities into the currency requested by the Client at the exchange rate declared by the counterparty bank on the date of the conversion of funds. The date for conversion of funds shall be the working day following the day on which they are credited to PI's account. When converting funds into another currency, should PI have the option of converting the funds at the interbank foreign exchange market's spot rate, the difference between the exchange rate declared by the counterparty bank and the spot rate shall constitute PI's remuneration for the transaction.
- 4. The Client may only enter Orders to Sell Securities or to Sell a Part of Securities through the Client Zone, to be done at any time during the working day. The Client shall place Orders through the Client Zone to Sell Securities or a Part of Securities by completing the relevant form. The sale of securities will be executed under the conditions and within the time limits specified in the instruments of incorporation or the Rules of the Issuer. If the Client places an



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Order to Sell a Part of Securities with PI, PI shall be entitled to execute the sale of securities leading to acquisition of the amount of available funds the Client has indicated in the Order to Sell a Part of Securities, where the amount of funds thus acquired may be greater than what the Client indicated in their Client's Order to Sell a Part of Securities could PI not acquire the exact amount indicated by the Client in the Order to Sell a Part of Securities through the sale of securities. The Client also declares their awareness of the risk of potential losses or failure to achieve the investment objectives and the Client shall bear full responsibility for any such losses and to the full extent solely at their own expense.

- 5. The Client's Binding Order takes effect upon its acceptance into PI's trading system and its confirmation to the Client through the Message Box in the Client Zone. All Binding Orders placed by the Client are registered in PI's trading system.
- 6. The Client will be informed about the status of a placed Binding Order and balances of securities and funds through the Message Box in the Client Zone.
- 7. Trading in securities through PI is not limited by the number and price thereof as far as PI is concerned. Where funds, or either the number or prices of securities, are limited by the Issuer, the Foreign Market or the Broker, both the Client and PI shall be bound by such limits.
- 8. During the period for which the Client has issued a Binding Order for the sale of securities, the Client shall not be entitled to dispose of them.
- 9. PI is not obliged to execute a Binding Order conditioned by the issue of a power of attorney by the Client unless the power of attorney has been delivered to PI in a timely manner.
- 10.PI is not obliged to execute a Binding Order or may only execute it to a certain extent where the funds provided by the Client do not suffice to pay the security price determined in the Binding Order. The same shall apply had the funds provided by the Client not reached the minimum amount determined by law or the Issuer.
- 11. The Client agrees that where it is not possible to execute the whole Binding Order, a Partial execution order will be executed. Since the Binding Order can be implemented even in part, it may be reduced in such cases.
- 12. PI is entitled to execute the Binding Order as a direct OTC transaction, with PI arranging either the purchase of securities from another Client (as the seller) or the sale of securities to another Client (as the buyer) on behalf of the Client. In the case of financial instruments received for trading on a regulated market or a similar market, Binding Orders shall be executed at market prices. Could the current market price of a security on a regulated or similar market not have been determined at the time when the Binding Order is executed, then the price shall equal either the last known price or the price published by the Issuer (e.g. upon initial subscription or acquisition of a security directly from the Issuer). PI is entitled to arran-



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- ge for the Client to buy or sell a security from another Client even partially, which may result in the Client having two different purchase or sale prices.
- 13. When issuing Binding Orders, the Client shall comply with the rules for placement of orders contained in the Agreement and these Terms and Conditions. The Client further agrees, in the conduct of any activity under the Agreement, to PI acting in accordance with the rules laid down by the Issuer, or with the rules binding upon the relevant Foreign Market or Foreign Register, or with the relevant Broker's rules, as the case may be.
- 14. The provisions of this Article of the Terms and Conditions shall also apply in full to Clients who use the services of a Financial Agent or have been approached by a Financial Agent. Clients designated in the previous sentence of this Clause of the Terms and Conditions shall place orders independently and directly with PI. Financial Agents do not provide Clients with the order receipt and forwarding investment service.

VI. SECURITIES SETTLEMENT AND PROCEEDS

- 1. PI shall settle the transaction in the usual manner and time and in compliance with the rules of the relevant Foreign Securities Market or Broker once a security has been purchased or sold.
- 2. The funds collected by PI from the sale of the Client's securities shall be credited to the Client Account after having deducted PI Fees and Costs in compliance with the Service Price List and, where applicable, set off PI's due claims from the Client against the Client's due claims from PI originating from any securities related contracts concluded between the Client and PI.
- 3. Securities are kept in the Client Account following the arrangement of their purchase.
- 4. Should there be a settlement on the same day of several transactions of securities purchased and/or sold, executed on the same Foreign Market(s) with the same transaction settlement, the balances from these transactions may be wholly or partially set off against each other. Pl is entitled to set off unilaterally Pl's due claims from the Client against the Client's claims from Pl originating from any securities related contracts concluded between the Client and Pl. Pl is also entitled to set off claims denominated in different currencies. The exchange rates for foreign currencies determined by the ECB on the date when claims are legally offset against each other shall be decisive for determining the amounts to be set off. Pl's right to set off their claims against the Client's claims arising from the Agreement and any other securities related contracts concluded between Pl and the Client shall survive the termination of the Agreement, as well as of any other securities related contracts concluded between Pl and the Client, until Pl's claims from the Client, including associated accessory claims, have been settled in full. Pl and the Client mutually agree that the Client shall not be permitted either to



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assign or pledge any of their claims against PI to a third party without PI's prior written consent.

- 5. Any dividends or other yields paid from securities will be credited to the Client's bank account either designated in the Agreement as the primary bank account or, after having completed a change request form, in whatever bank account the Client has designated therein. Dividends or other yields paid out to the Client may be taxed in compliance with legislation applicable where the Issuer is tax resident or on the relevant Foreign Market.
- 6. The Client is entitled to be paid out a dividend on the relevant security they are holding on the date of record, i.e. on the date of record determined by the Issuer in respect of the dividend. A dividend is paid out on the payment day set by the Issuer, who may on the same day withhold tax thereon in compliance with the last sentence of Clause 5 of this Article of the Terms and Conditions.
- 7. PI is entitled to have satisfied any of PI's due claims (e. g. a claim originating from PI's entitlement to the PI Fee under the Service Price List) from Client so that PI may sell any or all securities kept in any of the Client's Client Accounts maintained by PI and satisfy PI's claim from the Client in full from that sale.

VII. PRE-CONTRACTUAL INFORMATION

- 1. PI shall provide the Client with information pursuant to Section 73d (1) (a), (b), (c), and (d) of the Securities Act prior to providing investment services in "Pre-contractual Information Provided for Clients and Potential Clients Prior to Investment Service Provision" ("Pre-Contractual Information"), a document whose current version is available at the Website.
- 2. PI shall provide the Client with information on securities and associated risks prior to providing investment services in "Information on Financial Instruments and Associated Risks", a document whose current version is available at the Website.
- 3. PI shall only forward those Binding Orders to the Broker for execution on the relevant market or directly to the Issuer which the Client has placed with PI based on their own investment decisions (or on the recommendation of the Financial Agent) through the Client Zone. As far as PI is concerned, the Client's investment decisions are always independent from PI.
- 4. PI shall provide the Client with information pursuant to Section 73d (1)(c) of the Securities Act (i.e. the information about the place of service provision): PI shall forward the Binding Order received from the Client to the Broker or the Issuer, who will thereupon automatically route the Binding Order through their trading system to the relevant stock exchange, ECN, or market organizer for its execution (so-called best execution policy). The list of exe-



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cution venues, i.e. the list of Foreign Markets, is available at the Website in Pre-Contractual Information.

- 5. PI informs the Client about financial collaterals in relation of the Client's securities or funds

 PI is entitled to set-off PI's claims unilaterally against the Client in the cases specified in

 Article VI (4) of the Terms and Conditions.
- 6. In compliance with Section 73p (3) of the Securities Act, PI shall provide the Client with the following information: PI provides the Client with investment services under:
 - (i) Section 6 (1)(a) of the Securities Act, i.e. receiving and forwarding of client orders in respect of one or several securities. PI only receives a Binding Order and shall thereupon forward it for execution to a relevant market (i.e. PI does not execute the Client's orders); and
 - (ii) Section 6 (2)(a) of the Securities Act, i.e. safekeeping and administration of securities for the account of the Client, including custodianship and related services such as cash and collateral management.

PI shall provide the Client with its order execution strategy by making it permanently available at the Website.

7. Should the Agreement be concluded electronically pursuant to Article III (4)(b)(ii) of the Terms and Conditions, PI shall also provide the Client, in the position of a consumer, with additional information pursuant to relevant legislation in the Slovak Republic governing the provision of financial services at a distance (Act 266/2005), prior to the conclusion of the Distance Contract, unless, due to special conditions, the Agreement concluded in the manner specified in Article III (4)(b)(ii) of the Terms and Conditions would not be considered a distance contract within the meaning of Act 266/2005.

VIII. RIGHTS AND OBLIGATIONS OF PI AND THE CLIENT AND INFORMATION OBLIGATIONS

- 1. PI is obliged to carry out its actions with due professional care in the interest of the Client, while not giving preference to transactions on PI's own account.
- 2. The Client declares with binding effect that they are financially capable enough of trading in securities in financial markets, has sufficient experience in the trading offered by PI, and is familiar with the risks and characteristics of such trading.
- 3. In carrying out its actions, PI is obliged to avoid conflicts of interest between PI and the Client, as well as between the Client and other Clients of PI. Should there be a conflict of interest between PI and the Client, PI shall be obliged to give priority to the Client's interests over PI's interests.



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- 4. PI shall neither use false or misleading information when carrying out its actions, nor offer advantages whose reliability PI cannot guarantee, nor shall PI conceal important facts.
- 5. Should PI become in debt to the Client, PI shall then assure sufficient funds to pay their obligation.
- 6. PI shall document the manner in which a transaction is executed and check the objectivity of the data they have documented.
- 7. The Client acknowledges PI's entitlement throughout the term of the Agreement, for the purpose of fulfilling PI's legal obligations, (i) to record all of the Client's calls on a recording device for that purpose, whose content may include the correction of errors in identifying the Client as specified in the Agreement header, and (ii) to use technical means to make records of the Client's identification and verification thereof by should the Client be physically absent, pursuant to Article III (4)(ii) of the Terms and Conditions. The Client acknowledges that the records made pursuant to the previous sentence of this paragraph hereof shall be kept for five (5) years and, at the request of Národná banka Slovenska (the National Bank of Slovakia), for seven (7) years in accordance with Section 75 (5) of the Securities Act, unless generally applicable legal regulations require a longer period.
- 8. Were Client Assets to be unavailable, the Client shall be entitled to compensation from the Investment Guarantee Fund in euros and the Investment Guarantee Fund is obliged to provide compensation for such assets to the extent and under the conditions set forth in the Securities Act.
- 9. Were protected Client Assets to be unavailable, the Investment Guarantee Fund shall provide compensation to one Client or another eligible person under the terms and conditions set forth in the Securities Act.
- 10. More detailed information on the protection of Client Assets can be found in the documents "Pre-contractual Information" and "Information for Clients on the Investment Guarantee Fund", which documents are published at the Website.
- 11.PI shall execute the Client's instructions under the most favourable conditions. PI shall provide the Client with important transaction-related information. PI is neither entitled nor authorized to provide the Client with investment, tax, legal, and/or business consultancy in connection with trading in securities.
- 12.A Client who is a resident of the Slovak Republic, pursuant to the Foreign Exchange Act, is obliged to comply with the information obligations towards the National Bank of Slovakia under generally applicable legislation. PI is not liable for the Client's failure to comply with that obligation. Pursuant to the Foreign Exchange Act, a Client not resident in the Slovak Republic shall comply with their information obligations, if any, towards the competent central bank or other authority of the country wherein the Client has their registered office or permanent residence under that country's generally binding legislation applicable to the Client. PI is not liable for the Client's failure to comply with that obligation.



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13. PI communicates to the Client, whether a legal or natural person, that PI is obliged to report their client transactions to superior institutions pursuant to Regulation of the European Parliament and of the Council No 600/2014 of 15 May 2014 ("MiFIR"). For this purpose, a Client that is a legal person shall submit their Legal Entity Identifier (LEI) issued by a registered business data archive. PI is not allowed to provide the Client with a service unless they have been advised about the LEI.

IX. INFORMATION ABOUT THE RISKS ASSOCIATED WITH TRADING IN SECURITIES

- 1. PI expressly communicates to the Client important facts and risks associated with trading in securities. In particular, PI draws the Client's attention to trading in securities being an activity that involves a high degree of risk because of the use of financial power and rapidly changing securities markets. The Client acknowledges these risks and also that they may result in financial disadvantages and losses to them.
- 2. The Client expressly acknowledges that they shall entirely bear the losses incurred in trading in securities and, should they incur losses, that PI shall not be held liable unless the loss is caused by PI having breached their obligations under either the Agreement or generally applicable legislation.
- 3. The information and materials provided by PI to the Client in no case represent any recommendation or instigation by PI to buy or sell securities. The Client's investment decision to buy or sell a specific security is their own individual, free, and serious decision for which in no way PI can be held responsible. Although the information provided by PI on their Website comes from reliable sources, reliance on price calculations and other information is at the Client's own risk. PI shall be in no way be liable for any losses incurred by the Client from using this information in trading. The information PI provides to the Client is no guarantee particularly of the absolute suitability for making an investment in terms of a positive return and no such guarantee of any kind exists, either expressed or implied.
- 4. PI alerts the Client to the fact that the rate of expected return on investments depends on the corresponding investment risk and that even with all due diligence it is not possible to guarantee that the actual return will correspond to the expected return; past investment returns are not a guarantee of future returns.
- 5. PI provides no guarantee to the Client, nor can PI be held responsible or liable for, the execution of a transaction at the best price, primarily because (i) PI may not have access to every Foreign Market wherein a particular foreign security may be traded, or (ii) the Broker or the Foreign Market may divert such securities transactions to markets other than those originally specified in the order because of the securities' executability, achievement of a better price, or because of lower trade fees (in which case the execution of the securities transaction may be significantly delayed), or because (iii) delays or failures in the Brokers' or Foreign Markets' trading systems may prevent the execution of a securities transaction,



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may either delay a securities transaction or cause a securities transaction not to have been executed at the best price.

- 6. PI expressly draws the Client's attention to the following risks:
 - a) Market risk: the risk arising from changes in exchange rates, credit spread, share prices or market volatility (i.e. variability of security prices);
 - b) Interest rate risk: the risk arising from changes in interest rates; the value of the investment may be affected by changes in market interest rates and may fluctuate if the portfolio contains securities whose market price depends on market interest rates, such as bonds;
 - c) Currency risk: the risk arising from investing in a foreign currency, which consists of the risk that the currency in which the asset is denominated will depreciate against the local currency during the investment period and, as a consequence, the return on the investment expressed in the local currency will fall;
 - d) Inflation risk: the risk arising from inflation, i.e. the depreciation of the funds invested;
 - e) Execution venue risk: the risk associated with the securities market or the venue where transactions in the relevant securities are executed.
- 7. More detailed information on the risks associated with securities can be found in the document "Information on Financial Instruments and Associated Risks", the current version of which is available at the Website.

X. OWNERSHIP OF FUNDS

- 1. In respect of each transaction, PI shall determine the ownership of the funds to be used to execute a transaction. The ownership of the funds to be used to execute a transaction shall be declared by the Client in a Funds Ownership Declaration, which forms part of the Agreement.
- 2. If the Client refuses to provide PI with a Funds Ownership Declaration, PI shall be entitled to refuse to execute a transaction with the Client.
- 3. Should funds owned by a person other than the Client be used to execute a transaction, or should the transaction be executed on the account of a person other than the Client, the Client shall provide PI a reasonable time in advance with a written declaration stating the natural person's name, surname, either birth ID number or date of birth, and permanent address, or the legal person's name, registered office, and ID number (if assigned), of whosoever owns the funds or on whose account the transaction is going to be executed, and the Client shall also provide a written consent from the person concerned, bearing the natural or legal person's certified signature, to the use of their funds for the transaction to be executed and/ or for the execution of the transaction on their own account. Should the Client fail to comply with the obligations under this Clause of the Terms and Conditions, PI shall refuse to execute the requested transaction.



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XI. LIABILITY FOR DAMAGE

- 1. PI shall be liable to the Client under generally applicable legislation for any damage caused to the Client by having breached PI's obligations under the Agreement and Terms and Conditions.
- 2. PI shall not liable for the following:
 - a) Any damage caused by inaction, irregularities in records, failure, or errors of the Broker, Issuer, Bank, Foreign Market organizers, Foreign Registers, domestic or foreign banks and/or other persons;
 - b) The impossibility to execute a Binding Order due to non-compliance with the minimum investment amount laid down by law or by the Issuer, or due to the provision of incorrect, incomplete or false information by the Client in the Binding Order;
 - c) The impossibility to execute a Binding Order due to the Broker, Issuer, Foreign Market or Foreign Register having rejected it, in which case PI shall be entitled to revoke the Client's Binding Order;
 - d) Losses incurred by the Client as a result of market, interest rate or currency risks, or for inflation, execution venue or any other risk associated with investment in securities;
 - e) Any damage caused by the Client's breach of an obligation;
- 3. PI shall not be liable for any direct or indirect damage, or for any other harm that the Client may suffer particularly for the following reasons:
 - a) Incorrect placement of Binding Orders, other instructions or orders, and the like;
 - b) Unauthorized third-party access or interventions in electronic communication between the Client and PI;
 - c) Low-quality operation or a failure of the Client's software, hardware or system;
 - d) Computer viruses;
 - e) Interruption, unavailability, malfunctioning or failure in the connection and/or communication lines;
 - f) Errors in transmitting of data from the Client to PI;
- 4. PI shall not be liable for any failure to comply with contractual provisions were it to be due to causes beyond their control and not their fault (hereinafter referred to as "Force Majeure"). Force Majeure includes, but is not limited to, any software defects and computer viruses (known or not yet discovered) in the third-party programs used and required for the performance of the Agreement (the Client's or PI's operating system and integral parts thereof), physical operation conditions (e.g. power failure, telecommunications line failure, failure of the line providing data communication with the Broker, lightning, flood, earthquake or natural disaster) as well as any military conflicts and operations, etc.



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- 5. A Force Majeure event means an insurmountable and unforeseeable event independent of PI's will, which legislation and judicature consider an event excluding liability for breach of contract (i.e. an obstacle occurring independently of PI's will that prevents PI from fulfilling their obligations if there is no reasonable assumption that PI would surmount or overcome such an obstacle or the consequences thereof and, furthermore, that PI could have foreseen such an obstacle at the time when they assumed the obligation in accordance with Article 374 of the Commercial Code) and which prevents PI, in whole or in part, from fulfilling their obligations under the Agreement.
- 6. Should a Force Majeure event occur, PI shall not be held liable for a failure to fulfil their obligations under the Agreement prevented by the Force Majeure event throughout the duration thereof. Any damage caused by Force Majeure shall be borne in full by both PI and the Client independently.
- 7. PI undertakes to start immediately to fulfil their obligations as soon as the Force Majeure event has ended. If a Force Majeure event causes a delay in the performance of any contractual obligations, the deadlines for the performance thereof and for obligations dependent on such delayed obligations in terms of time shall be extended by the period of time in which Force Majeure lasts or has caused the delay.

XII. COMPLAINTS

- 1. The Client is entitled to lodge a complaint with PI in the manner specified in the Complaints Procedure and without undue delay, from the moment when the alleged breach of PI's obligations occurred.
- 2. PI shall be obliged to handle the complaint in the manner specified in the Complaints Procedure published at the Website. The Complaints Procedure also provides a mechanism for extrajudicial resolution of Clients' complaints.

XIII. COMMUNICATION BETWEEN PI AND THE CLIENT

- 1. The Client expressly agrees to communication between them and PI taking place through electronic communication means or a Financial Agent or durable medium, i.e. the Website and the Client Zone as a matter of priority, unless the Agreement or these Terms and Conditions provide otherwise.
- 2. PI shall provide the Client with all information stipulated in generally applicable legislation, including so-called Pre-Contractual Information pursuant to Sections 73d and 73p (3) of the Securities Act, on a durable medium. The Client has chosen to be provided with information on a durable medium according to the preceding sentence of this Clause hereof and expressly agrees thereto.



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- 3. PI and the Client acknowledge that were PI to provide information to the Client through a durable medium, the following conditions have been met:
 - a) Provision of information in this form is the most appropriate given the circumstances whereunder the business relationship between PI and the Client is to be conducted, since the business relationship between them is going to be conducted through electronic communication on the Internet (electronic communication means);
 - b) The Client's signing of the Agreement is an expression of the Client's consent for PI to provide information in such a form;
 - c) PI has provided the Client with PI's website address and information about where the Client Zone is located thereat:
 - d) Information both at the Website and in the Client Zone is up-to-date;
 - e) Information is available both at the Website and in the Client Zone 24 hours a day;
 - f) The Client has provided their e-mail address to PI.
- 4. PI and the Client agree to the option of using the other durable media below to provide information, even though they will be communicating, and PI will be providing information to the Client, at the Website and the Client Zone:
 - a) Electronic mail, to be forwarded to the email addresses specified in the header of the Agreement;
 - b) Paper documents.
- 5. The Client shall immediately notify PI of any change of their e-mail address and telephone number through the Client Zone on the Website no later than the following working day, failing which the Client will bear all risks and damage incurred due to their failure to do so. PI shall not be obliged to seek another telephone or e-mail contact from the Client unless the Client cannot be reached at the current telephone number or e-mail address they last communicated to PI. Furthermore, the Client shall immediately notify PI of any change in their other personal data, where the Client shall be liable for any failure to do so and any damage incurred directly or indirectly in connection therewith.
- 6. For avoidance of any doubts as concerns the communication between the Parties, the Client is only entitled to make any legal acts to enforce any financial or non-financial claims (e.g. refund of fees, compensation for damage, settlement of late payment interest, and/or other sanctions) from PI or to terminate the Agreement (e.g. termination or withdrawal from the Agreement) in writing, with their signature authenticated either officially or by the Financial Agent authorized by PI to do so, and to deliver them to PI personally, or as registered mail with acknowledgement of receipt, or by a courier service to the address of PI's registered office. PI is also entitled to deliver the aforementioned legal acts signed by persons authorized to act on behalf of PI to the Client's e-mail address.



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- 7. For the purpose of the service of notices, reports, legal acts, and any other correspondence (hereinafter only "document(s)") between the Parties, each document shall be deemed to have been duly received:
 - a) if served personally, on the day on which the receiving Party, or a person authorized by them, receives the document and indicates the date of its receipt on the original document and its copy; the other Party will prove the service of the document by the document copy bearing the date of delivery and the signature of the person who received the document, or on the day of refusal to receive the document;
 - b) if sent by registered mail with acknowledgement of receipt, the document shall be deemed to have been received on the date of its receipt by the receiving Party, indicated on the acknowledgement of receipt, or on the day on which the receiving Party to whom the document is addressed refuses to take the document served, or on the day on which the period for collecting the document at the post office expires, or on the date indicated on the acknowledgement of receipt bearing a note made by a post office employee, e.g., "the addressee has moved", "unknown addressee", or any other note with a similar meaning, provided, however, that such a note is based on fact;
 - c) if by a courier service, on the date of receipt of the document by the receiving Party or by a person authorized by them, or on the date of refusal to receive the document;
 - d) if by electronic mail (email), on the date of dispatch of the electronic message (email) to the email address of the receiving Party; each Party is obliged to ensure proper record-keeping and archiving of the electronic messages (emails) thus sent and received.

XIV. PI FEE AND PAYMENT TERMS

- The Client shall pay PI the PI Fee for performance of the subject matter of this Agreement, in the amount and in the manner set forth in Service Price List, unless otherwise agreed by PI and the Client. The Client shall reimburse PI for the costs they incur in fulfilment of their obligation. These costs are not included in the Fee, unless otherwise stated in the Service Price List.
- 2. The Service Price List is attached to the Agreement and constitutes an integral part thereof. The current version of the Service Price List, including appendices thereto, is available at the Website.
- 3. The Service Price List contains the PI Fee, Costs (in particular third-party fees) and the method for paying them.
- 4. Information about the PI Fee and Costs for investment services and securities not caused by exposure to underlying market risk shall be included in order for the Client to understand the total costs and cumulative impact on their return on investment. PI will provide a



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breakdown containing individual items at the Client's request. PI shall provide this information to the Client on a regular basis, at least once a year, throughout the life of the Client's investment.

- 5. PI is entitled to debit the PI Fee and Costs directly from any of the Client Accounts held by the Client.
- 6. PI is entitled to change the Service Price List unilaterally and undertakes to inform the Client via the Website and by a notice sent to the Client's email address about each change therein and the resulting possibility to terminate the Agreement, of which the Service Price List forms a part as its annex, in writing no later than thirty (30) days prior to the effective date of the change.
- 7. Should the Client not agree to the change in the Service Price List, the Client shall be entitled to terminate the Agreement with immediate effect, following the change notification under the preceding Clause of this Article of the Terms and Conditions, in the form and manner set out in Article XIII (6) of these Terms and Conditions; the Client shall deliver the notice of termination to PI prior to the effective date of the changes in the Service Price List. If the Client fails to terminate the Agreement until the effective date of the changes in the Service Price List, it shall be understood that the Client agrees to the changes therein and mutual relations between PI and the Client shall be governed by the modified Service Price List as of the effective date of the new version thereof.

XV. SPECIAL PROVISIONS ON THE TERMS AND CONDITIONS

- 1. The current version of the Terms and Conditions is available at the Website and it is binding upon both PI and the Client. Should any provision of the Terms and Conditions be contrary to any provision of the Agreement, provisions of the Agreement shall prevail.
- 2. PI is entitled to modify the Terms and Conditions unilaterally and undertakes to inform the Client via the Website and by a notice sent to the Client's email address about each change in the Terms and Conditions and the resulting possibility to terminate the Agreement, of which the Terms and Conditions form a part as its annex, in writing no later than thirty (30) days prior to the effective date of the change.
- 3. Should the Client not agree to the change in the Terms and Conditions, the Client shall be entitled to terminate the Agreement with immediate effect, following the change notification under the preceding Clause of this Article of the Terms and Conditions, in the form and manner set out in Article XIII (6) of these Terms and Conditions; the Client shall deliver the notice of termination to PI prior to the effective date of the changes in the Terms and Conditions. If the Client fails to terminate the Agreement until the effective date of the changes in the Terms and Conditions, it shall be understood that the Client agrees to the changes and mutual relations between PI and the Client shall be governed by the modified Terms and Conditions as of the effective date of the new version thereof.



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XVI. USE OF FINANCIAL AGENTS

- 1. In connection with the provision of investment services, PI may, on the basis of a contract with a Financial Agent, pay the Financial Agent so-called incentives. The incentive provided is intended to enhance the quality of the investment service for the Client by providing various services of the Financial Agent to the Client throughout the term of the Agreement. Details are specified in the "Information on the Remuneration of the Financial Agent" available at the Website.
- 2. The Financial Agent is not entitled to execute on behalf of PI legal acts binding upon PI.
- 3. The Financial Agent may submit a draft Agreement to the Client and carry out the activities under the AML Act, e.g. identification of the Client and verification thereof.
- 4. The Financial Agent is not authorized to change the draft Agreement, in particular the payment instructions specified therein.

XVII. SPECIAL PROVISIONS FOR TERMINATING THE AGREEMENT

- 1. The Agreement may be terminated by mutual written agreement between PI and the Client.
- 2. Either the Client or PI may terminate the Agreement with a written notice without cause, where the notice period shall be one (1) month and commence on the first calendar day of the month following the month in which the written notice of termination has been served on the other Party. The Client's signature attached to the notice shall be authenticated either officially or by the Financial Agent authorized by PI to do so. A special notice period is provided for in Article XIV (7) and Article XV (3) of these Terms and Conditions. Both Parties shall be obliged from the first day of the notice period to carry out all acts aimed at cancelling the Client Account and settling mutual claims and obligations between them. Should the Parties fail to do so during the notice period, the said obligation shall survive termination of the Agreement and apply thereafter to both Parties.
- 3. Neither the Client nor PI may withdraw from the Agreement except in cases provided therein, in the Terms and Conditions, or in cases provided for by law, i.e. a reason for withdrawal must actually exist. Withdrawal from the Agreement is a unilateral legal act. Withdrawal from the Agreement shall be in writing, state the reason for which either PI or the Client is entitled to withdraw therefrom and bear the signature of whoever is withdrawing from the Agreement, otherwise it shall be null and void. The Client's signature attached to the withdrawal from the Agreement shall be authenticated either officially or by the Financial Agent authorized by PI to do so. Withdrawal from the Agreement shall take effect ex nunc, i.e. the Agreement shall be cancelled from the moment when notice thereof has been served on the other Party. In case of withdrawal from the Agreement, the Parties shall carry out all acts necessary to settle mutual claims and obligations.



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- 4. PI has the right to withdraw from the Agreement in the following cases:
 - a) If the Client is for any payment more than ninety (90) days in arrears and they fail to make the payment even after an additional period of at least thirty (30) days has been provided in a reminder transmitted by PI;
 - b) If the Client repeatedly breached their obligations set out in the Agreement and/or the Terms and Conditions;
 - c) If the Client breaches their obligation to notify PI of changes in data pursuant to Article III (8) of the Terms and Conditions;
 - d) If relevant legislation (e.g. the AML Act) or PI's internal rules (e.g. PI's internal rules concerning their own programme against money laundering and terrorist financing) obligates PI as a financial institution to refuse to enter into a business relationship, to terminate a business relationship, or to refuse to execute a transaction (e.g. if there is a reasonable presumption that the Client or the beneficial owner is a person against whom international sanctions have been implemented pursuant to a special regulation or a person who may be related to a person against whom international sanctions have been implemented pursuant to a special regulation, etc.);
 - e) If PI discovers that the Client has provided knowingly false, incomplete or incorrect information which may lead to a violation of applicable legislation in the territory of the Slovak Republic and also to the threat of sanctions against PI.
- 5. The Client has the right to withdraw from the Agreement in the following cases:
 - a) If PI repeatedly violates their obligations specified in the Agreement and/or the Terms and Conditions;
 - b) If PI loses authorisation to carry out the activities under the Agreement.
- 6. Upon termination of the Agreement, the Client shall be obliged to issue instructions to close all positions related to the securities in their portfolio and to convert funds into a single currency (and this shall likewise apply to the settlement of liabilities in other currencies). Were the Client not to do it before the end of the final day of the Agreement, PI shall be entitled, at their discretion, to close the positions of all securities in the Client's portfolio and to issue instructions to convert the funds into a single currency (and this shall likewise apply to the settlement of liabilities in other currencies) and then to arrange payment of the entire balance of funds to the Client. By signing this Agreement, the Client authorizes PI to act for the purposes of the preceding sentence hereof.
- 7. The Agreement shall terminate unless the Client places any order for arranging the purchase or sale of a security within the period specified in the Terms and Conditions.
- 8. Should the Agreement be concluded electronically pursuant to Article III (4) (b) (ii) of the Terms and Conditions, the Client, in the position of a consumer, acknowledges that, due to the nature of the investment service specified in Section 6 (1)(a) of the Securities Act



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and related to the securities the price of which depends on changes in the financial market beyond PI's control, relevant legislation in the Slovak Republic governing the provision of financial services at a distance (Act 266/2005) does not entitle the Client, in the position of a consumer, to withdraw from a Distance Contract without cause within a period of fourteen (14) calendar days from the conclusion thereof. The provision in Article VII (7) of the last sentence of the Terms and Conditions applies mutatis mutandis.

XVIII. FINAL PROVISIONS

- 1. Any rights and obligations of PI and the Client not addressed in the Agreement shall be governed by the relevant provisions of the Securities Act, the Commercial Code, and other generally applicable legislation.
- 2. Wherever the term "Agreement" is used in the Terms and Conditions, it shall mean the Agreement, including the Terms and Conditions, the Service Price List, and all appendices thereto.
- 3. These Terms and Conditions fully supersede the Terms and Conditions Applicable to the Agency Agreement for Arranging the Purchase and Sale of Financial Instruments dated 28 May 2024. Where the Agreement between PI and the Client refers to the Terms and Conditions Applicable to the Agency Agreement for Arranging the Purchase and Sale of Financial Instruments, such a reference in the Agreement shall be deemed to be a reference to these Terms and Conditions. These Terms and Conditions shall become valid on the day of their publication at the Website and take effect as of 1. 1. 2026.

Bratislava, 20, 11, 2025