

Business Conditions of Cornhill Management, o.c.p., a.s. for the product NEW Lifestyle

A. GENERAL PART

1. Basic Provisions

- These Business Conditions for the product NEW Lifestyle shall regulate all relations arisen between the Broker and the Client when providing services and when carrying out activities of the Broker pursuant to the Securities Act, as well as relations arisen in connection with action aimed at providing Services by the Broker also in cases when no Service was provided.
- The Business Conditions for the product NEW Lifestyle shall be part of Agreement concluded between the Broker and the Client.

2. Definitions

The terms written with the first letter capitalised, and used in the Business Conditions, as well as in Agreement, Instructions or other documentation relating to Agreement shall have the meaning defined in the Business Conditions, unless stated otherwise.

Account

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

Agreement

Agreement on NEW Lifestyle Investment Account concluded between the Broker and the Client in connection with provision of the Product, the Agreement shall be governed by the provisions of the Securities Act on commission agreement and custody and administration of securities.

Application

NEW Lifestyle Investment Account Application Form; a request to open the Investment Account, which is submitted by the Client to the Broker.

Authentication data

identification number assigned to the Client by the Broker at the conclusion of the Agreement and which is sent in a report by the Broker to the Client's email address, the Broker verifies the Client's identity when engaging in remote communication with the Client by means of Authentication data.

Book-entry S/FS

S/FS in other than paper form, mainly in a form of a record in the registration stipulated by the relevant legal regulations.

Broker

the company Cornhill Management, o.c.p., a. s., with its registered seat at Mickiewiczova 2, 811 07 Bratislava, Identification number (IČO): 35 771 801, incorporated in the Companies Register of the District Court Bratislava I, Section: Sa, Insert No. 4532/B.

Broker's Group

a group defined by the Securities Act, it is composed of the companies:

SFM GROUP INTERNATIONAL S.A., Luxembourg, Luxembourg, Cornhill Management, o.c.p., a.s., Bratislava, Slovakia, Cornhill Management, s.r.o., Prague, Czech Republic, Cornhill Management Sp. z o. o., Warsaw, Poland, SFM Group, d.o.o., Zagreb, Croatia.

Bulk Instruction

identical Instructions of the Clients, which the Broker shall execute jointly.

Business Conditions

Business Conditions of Cornhill Management, o.c.p., a.s., for the product NEW Lifestyle.

Business Day

any working day in the time determined by Publication when the Broker provides its Services. The Business Days of the Broker shall not be the public holidays and bank holidays of the Slovak Republic. It shall also not be a day which the Broker shall declare as non-business due to especially serious operational reasons; the Broker shall declare such a decision by the Publication no later than 5 days prior to the day which is to be declared a non-business day.

Client

natural person or legal entity, having an obligation relationship with the Broker, or to whom the Broker provides or shall provide Services; the Client may also be a third person requesting a Service on behalf of a natural person or legal entity or to the account of another natural person or legal entity as well as a person the Broker shall negotiate provision of Services with.

Client's Personal Data

Personal Data of the Client – natural person in line with the Act No. 122/2013 Coll. on Protection of Personal Data as amended, which the Broker obtained from the Client during or in connection with the performance of Services.

Confidential Information

all information related to Clients of the Broker which the Broker acquired about them during or in connection with the performance of Services, including information subject to business secret in line with the Commercial Code or subject to legal protection in line with the Act on Protection of Personal Data, as well as any further information on the legal status or economic and financial situation and activity of the Client.

Draw-down Period

a period within the Retirement investment type, that starts from the moment of reaching the Total Investment amount and expiry of the Investment Period, during which the Client receives regular payments from the Broker, in the event that the Client has selected such method of payment of the Account balance at the Retirement Date.

Extraordinary Investment

amount of funds that the Client invests into the Account beyond the scope stipulated in the Agreement, a minimum amount of Extraordinary Investment is EUR 1000, USD 1000 or GBP 1000. A request for an Extraordinary Investment to be executed must be made on a form stated by the Broker by Publication. Investment strategy of the Extraordinary Investment is consistent with the investment strategy stipulated in the Agreement. Currency of the Extraordinary Investment is consistent with the currency stipulated in the Agreement.

Foreign Depository

entity where the FS are recorded as well as their owners either at the Broker's account, his agent or at the Client's account.

Foreign Security or FS

record in a way and form stipulated by the state law evaluated by money in which the foreign security is issued and related to the right according to relevant legal regulations, especially the right to require certain performance or carry out certain property obligations or carry out certain acts against the defined persons according to the state law in which the security was issued; the Foreign Security issued abroad shall be considered a security issued outside the territory of the Slovak Republic to the natives or foreigners and tradable at foreign market.

Charge

fees agreed in the Agreement, Business Conditions or in the Service Charge List which the Client shall be obliged to pay for Services in the amount set in the Service Charge List or in the amount agreed upon by the Broker and the Client in the Agreement.

Instruction

instruction, request, requirement for providing of Services by the Client according to the Agreement, Business Conditions, Securities Act and other special laws. A template of the Instruction is stated by the Broker by Publication.

Introducer

entity, whose financial products or services are included in the Broker's offer and which shall be, through the Broker, acquired or used by the Client.

Investment Account

account established for the Client under the Agreement on NEW Lifestyle Investment Account.

Investment Conditions

parameters of the Agreement assigned by the Client in the Agreement, and that is the Type of investment, Investment Frequency, Investment Currency, Total Investment, which the Client undertakes to invest, Investment period and Amount of regular investment.

Investment Frequency

number of the Client's investments in to the Account over the period of twelve consecutive months. Frequency of investment into the NEW Lifestyle Investment Account is either as a lump sum investment or as regular investments, i.e. monthly (12 times a year), quarterly (4 times a year), semi-annually (2 times a year), annually.

Investment Guidance

provision of special recommendation by the Broker for the Client in accordance with the Agreement and Business Conditions.

Investment Period

time period expressed in years, during which the Client invests funds into the Account. Minimum investment period is 5 years, maximum investment period is 35 years.

ISIN

labelling of S and FS according to international numbering system for the securities identification assigned by an organisation according to the ISO 6166 Standard.

Paper S/FS

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

Product

a service provided to the Client by the Broker pursuant to the Agreement.

Proxy

a natural person or legal entity who is authorized by the holder of Investment Account – the Client to act on his behalf. A Proxy shall be any natural person or legal entity authorized by the Client and notified by the Client to the Broker in the form stated by Publication. A Proxy shall be entitled to receive remuneration as specified in the Service Charge List for the services carried out on behalf of the Client. The Client may have several Proxies.

Publication

publishing of a document or information on the premises accessible to public or via Electronic Services or on the website of the Broker or in other adequate form at the Broker's own discretion, by which the document or information shall take effect, unless otherwise stated;

Regular investment

amount of money that the Client regularly invests into the Account in accordance with the investment frequency, the minimum amount of regular monthly investments is EUR 100, USD 100 or GBP 100.

Retirement

An option chosen by the Client in the NEW Lifestyle Investment Account Application Form under Type of investment. Retirement investment type is available for Clients – natural persons only. At the Retirement Date the Client does not make any more investments if the Total Investment is reached and selects a method of payment of the Account balance.

Retirement Date

Date followed the end of Investment period and simultaneously the end of the savings period under Retirement investment type. Retirement Date must correspond to reached age of the Client, i.e. at Retirement Date the Client must be 50 – 70 years old.

S/FS account

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

Savings

An option chosen by the Client in the NEW Lifestyle Investment Account Application Form under Type of investment. Savings investment type is available for Clients – both natural persons and corporate entities. The Client selects a method of payment of the Account balance at expiry of the Investment period and Total Investment being reached.

Securities Act

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

Security or S

record in the legally stipulated way and form evaluated by money related to rights in accordance with the Securities Act and the right in accordance with special laws, especially the right to require certain property performance or carry out certain acts against the legally defined persons; the Security shall be the security issued in the Slovak Republic.

Service or Services

investment service or supplementary service provided to the Client by the Broker during the performance of the Broker's activities in accordance with the Securities Act on the contractual basis or based on the Instruction.

Service Charge List

List of charges and fees of the Broker; the Service Charge List may be set out in one document, the Broker shall be entitled to initiate the Service Charge List by Publication also in more documents. Charges and fees for the product NEW Lifestyle are listed in section Investment Account NEW Lifestyle.

Target Date

date, when the Client reaches Total Investment.

Terms of acceptance for NEW Lifestyle Investment Account Application Form

fully completed and signed NEW Lifestyle Investment Account Application Form with a copy of the identity document in a form sufficient for the Broker received by the Broker, receipt of the first payment from the Client's side by the Broker in accordance with the product's parameters chosen by the Client in the Instruction;

Total (or Target) Investment

amount that the Client undertakes to invest during the Investment period in accordance with the Agreement;

3. Procedure and identity verification

- Legal entity incorporated in the Companies Register or other equivalent foreign register shall act via its statutory body or a representative, namely in the way by the extract from the Companies Register or other equivalent document, or a representative shall act on behalf of it. Legal entity not incorporated in the Companies Register shall act via its statutory body, i.e. persons who shall be authorized thereto by the foundation deed of the legal entity or by other corresponding deeds in accordance with relevant legal regulations. Should the structure of the legal entity's statutory body change, such change shall be effective against the Broker as from the moment of presentation of an original or officially legalized copy of a valid decision of a body which is, under the memorandum of association, foundation deed, establishment deed, establishment agreement, foundation deed or articles of association of the legal entity, entitled to effectuate such change.
- An individual may act independently in relation to the Broker only provided that he/she has full legal capacity, unless otherwise stated by the present Business Conditions. Persons older than 18 years have full legal capacity provided that a court has not limited their legal capacity or has not deprived them of their legal capacity, unless otherwise stated by legal regulations. As for persons who do not have legal capacity, their legal representative shall act for them in relation to the Broker, while he/she shall be obliged to present the Broker with deeds proving his/her authorization for acting.
- Legal entities and natural persons may be represented by a Proxy or representative on the basis of a power of attorney. The authorization must be granted in a written form and it must be sufficiently determinate. The Broker may judge the certainty of the power of attorney at its own discretion. The Client's signature on the power of attorney shall have to be legalized in an official for the use in Slovak Republic or other way, considered satisfactory by the Broker. The Client shall undertake to notify the Broker of any amendment or termination of the validity of the power of attorney without undue delay.
- Shall the power of attorney be issued outside the territory of the Slovak Republic, the signature on the power of attorney shall be legalized by a person entitled to legalize signatures in the country in which the power of attorney has been issued. The Broker shall be entitled to require this power of attorney to be officially legalized and super-legalized or accompanied with the clause "Apostille" pursuant to the Convention de la Hague on Cancellation of Requirement of Foreign Public Documents Legalization of 5th October 1961. At his own discretion the Broker may also accept verification of the signature on a power of attorney issued outside the territory of the Slovak Republic by an Introducer and/or by an authorized person who has been approved by the Broker.
- The Client – natural person declares that any power of attorney that he/she gave to a third person to act in the name of the Client – natural person in the extent and manner specified in the power of attorney shall not expire upon the death of the Client – natural person as the grantor.
- In providing Service the Broker may require the Client to prove his/her identity unless otherwise stated in a special regulation. In doing Service the Client shall comply with this requirement of the Broker. The Broker may refuse to maintain the Client's anonymity in a Service, unless otherwise stated in a special regulation.
- A Client – natural person shall prove his/her identity to the Broker by a valid identity document or passport. When providing services via technical equipment, identity shall be proved by an identification data and authentication data. In case of a juvenile Client who has no identity document, the Broker shall check identity of his/her legal representative and such representative shall present a document from which an authorization for representing shall be obvious, as well as birth certificate of the juvenile Client.
- Identity document shall mean: identity card, passport, foreigner's residence permit if contains photography and identity document of citizens of European Committee member states by Broker's discretion. The Broker shall be entitled to require from the Client, in cases determined by the Broker, a supplementary identity document. The Client shall agree to enable the Broker to make a photocopy of the identity document presented by him/her and to keep this photocopy as part information on the Client.
- Shall a representative act for the Client, either on the basis on law or of a power of attorney, the Broker shall check the representative's identity and the representative shall present the Broker with a document from which the authorization for representation shall be obvious. Individual acting on behalf of a legal entity shall prove his/her identity in the same way as a Client – natural person.
- The Broker shall be entitled to identify the Client and require proving of identity of Clients or persons acting on behalf of Clients. The Broker may keep records of the data acquired in this way within the extent set by generally binding legal regulations.

B. SPECIAL PART

4. Agreement

- Based on the Agreement the Broker shall be obliged to arrange the Account for the Client and to arrange in his own name for the Client to the Client's account purchase or sale of S/FS based on the Client's Instructions, or carry out activities to meet such a result. The Client shall be obliged to pay fees and provide all necessary assistance to the Broker. The amount of the charge, which the Client shall be obliged to pay the Broker for activities based on the Agreement, is agreed upon in the Service Charge List. The Broker carries out activities based on the Agreement in accordance with Investment conditions and parameters of the relevant securities market and financial instruments market determined on the basis of actual technical and organisational rules effective for securities market and for relevant financial instruments.
- Formation of the Agreement
 - The contractual relationship between the Broker and the Client begins from the moment of the acceptance of the Application by the Broker. The Broker accepts the Application after fulfilment of the Terms of acceptance for NEW Lifestyle Investment Account Application Form.
- Termination of the Agreement
 - The Client is entitled to terminate the Agreement at any time and for any reason by written request sent to the Broker. The Broker cancels the Client's Account after the 30 day notice period has ended. The condition for termination of the Contract by the Client without any penalties or fees in the event of the Savings Investment Type is the elapse of the Investment period and in the event of the Retirement Investment Type is the elapse of both the Investment period and Draw-down Period agreed upon in the Agreement, whereby during the Investment period the Client invested into the Account a sum at least equal to the Total Investment referred to in the Agreement. Failure to observe the Investment conditions by the Client is considered as a breach of contractual conditions.
 - All non-executed Instructions shall be terminated on the day of termination of the Agreement shall terminate. However, termination of the Agreement does not affect the Instruction, which under the Business Conditions cannot be changed or terminated, whereby the provisions of these Business Conditions shall apply in the implementation of such Instruction and also the settlement of the rights and obligations of the Broker and the Client.
 - If not agreed in writing otherwise, the notice period for termination of the Agreement by the Broker is three calendar days. If not otherwise agreed in writing, the notice period for termination of the Agreement by the Client is one calendar month. If the Client, on the day of termination of the Agreement by Client's notice, has not settled all obligations against the Broker, the notice period shall be extended until such time that they are settled in full.
 - The Broker is entitled to terminate the Agreement if the value of the Account falls below an amount equal to the sum of 10% of the Total investment referred to in the Agreement or EUR 50, USD 50 or GBP 50, or is inactive for longer than 12 months.
 - The Broker is entitled to terminate the Agreement if the Client made a serious breach of these Business Conditions, or if the Client misled the Broker by providing false statements or declarations, or if the Client did not provide the compulsory information required by the Broker based on these Business Conditions, Agreement or other documents.
 - The Broker shall, following the termination of the Account, sell S or FS held on the Account after the 30-day notice period has ended. The Broker shall reimburse the funds from sale of S or FS held on the Account only after receipt of funds from the issuers of the S or FS in question.
- Withdrawal from Account
 - The Client shall be entitled to withdraw a portion of funds from the Account before the end of the Investment period; a withdrawal can be made after the elapse of the first five years of the Investment Period.
 - The minimum amount of withdrawal of funds from the Account before the expiry of Investment period is EUR 300, USD 300, GBP 300. The value of the Account, however, shall not fall below an amount equal to 10% of the Total investment amount.
- Reaching the Total investment amount and expiry of the Investment period – Savings investment type
 - After reaching the Total investment amount and the expiry of the Investment period, the Client shall have the option to choose one of the three following procedures:
 - Continue to invest in accordance with selected parameters;
 - Regular payment of funds;
 - Withdrawal of the Total investment amount.
 - Should the Client fail to provide information to the Broker in accordance with point 4.5.1., the Broker shall proceed as if the Client had chosen the procedure a) of point 4.5.1.
 - Should the Client not reach the Total investment amount on the day of expiry of the Investment period, the Client shall have an option to choose:
 - withdrawal of funds in such amount that the value of the Account by this withdrawal does not fall below an amount equal to 10% of the Total investment as stated in the Agreement
 - withdrawal of Account balance, after deduction of a charge in accordance with the Service Charge List.
 - Shall the Client choose the option b) in point 4.5.3., the Broker instructs the sale of S or FS held on the Account after the end of the 30-day notice period. The Broker shall disburse funds from the sale of S or FS held on the Account after receipt of funds from the issuers of those S or FS in question.
- Reaching the Total investment amount and expiry of the Investment period – Retirement investment type
 - After reaching the Total investment amount and the expiry of the Investment period (i.e. reaching the Retirement Date), the Client shall have the option to choose one of the two following procedures:
 - Receipt of regular payments from the Broker during the Draw-down Period, from Retirement Date until age 85, paid out quarterly. Balance of Account remaining at age 85 shall be paid out as a lump sum to the Client;
 - Withdrawal of the Total investment amount, subject to a charge in accordance with the Service Charge List.
 - Should the Client fail to provide information to the Broker in accordance with point 4.6.1., the Broker shall proceed as if the Client had chosen the procedure a) of point 4.6.1.
 - Should the Client not reach the Total investment amount on the day of expiry of the Investment period, the Client shall have an option to choose:
 - withdrawal of funds in such amount that the value of the Account by this withdrawal does not fall below an amount equal to 10% of the Total investment as stated in the Agreement
 - withdrawal of Account balance, after deduction of a charge in accordance with the Service Charge List.
 - Shall the Client choose the option b) in point 4.6.3., the Broker instructs the sale of S or FS held on the Account after the end of the 30-day notice period. The Broker shall disburse funds from the sale of S or FS held on the Account after receipt of funds from the issuers of those S or FS in question.
- Account
 - The Account consists of:
 - All funds transferred by the Client to the Account, under the assumption that the money transfer order for the funds transfer shall contain Authentication data and birth number or any other equivalent identification of the Client; if it is obvious, or if there is doubt or the Broker shall come to a conclusion that some data on the Client's money transfer order for the funds transfer does not comply with the Agreement, the Broker shall be at his own discretion entitled to,
 - credit such funds in favour of an Account number of which is identical to the Authentication data stated on the money transfer order, if the birth number or any other equivalent identification is wrong or is missing,
 - credit such funds in favour of Account of the Client whose birth number or other equivalent identification as a unique identifier is identical to birth number or other equivalent identification stated on the money transfer order, if the Authentication data is wrong or missing,
 - credit such funds to the Account, if it is obvious in all circumstances that the Authentication data and birth number or other equivalent identification of the Client were exchanged,
 - all funds resulting from the Client's investment, including any revenues and performance obtained in connection with S, FS and other financial instruments being part of the Account;
 - all S, FS and other financial instruments whose purchase was supplied by the Broker based on the Instructions of the Client.
 - The Broker shall be entitled to:
 - Use funds which are part of the Account for the purposes of providing Services, in accordance with the Investment conditions and Service Charge List.

- b) Use S, FS as well as financial instruments being part of the Account for the purposes of providing Services, in accordance with the Investment conditions and Service Charge List,
- c) Use any payments, including any revenues and performance resulting from providing Services, for the purposes of providing Services in accordance with the Investment conditions and Service Charge List, unless the Broker and Client agree in writing otherwise,
- d) hold a fraction of the Client's Investment Account up to 3% of the Total Investment amount as cash money, except of cases when the funds are designated for re-allocation into other financial instruments.
- 4.7.3. In the event of a Joint Account of two Clients that selected the Retirement investment type, age of the Client 1 is taken into account for the purposes of determination of the Retirement Date and payment of the Account balance in Draw-down Period.

5. Instructions

- 5.1. The Instruction, scope of which is a request for carrying out purchase or sale of S or FS, shall be submitted by the Client in writing on a form determined by the Broker, unless the Business Conditions or the Agreement stipulate otherwise. Shall the Client authorize another entity for submitting Instructions pursuant to the Agreement in his/her name, the Instructions shall be submitted by the authorized entity, in such case the investment allocation shall be carried out via Instruction submitted by such entity. The Client shall attach to the Instruction documents as stipulated by the Securities Act, other legal regulations, Business Conditions or Agreement. The Broker shall have the right for provision of all documents necessary to carry out the purchase or sale, otherwise the Broker shall be entitled to refuse provision of the Services. The Instruction must be legible, clear and understandable, may not be crossed out, transcribed, in any way altered, or otherwise modified. Any changes in S or FS listed in the Instruction are submitted by the Client as a new Instruction. The Client may also place the Instruction by electronic mail or facsimile transmission, i.e. sending an e-mail to the address administration@cornhill.com or sending fax message to phone number 0042123222699. When placing the Instruction through an e-mail or facsimile transmission the report shall also include a copy of the duly completed Instruction in accordance with a template specified by the Publication signed by the Client and including the Authentication data. The Broker shall in reasonable cases reserve the right not to accept the Instruction by e-mail or facsimile transmission, about which the Broker shall be obliged to inform the Client immediately. The Instruction shall bind the Broker from the moment of its due delivery to the Broker. The requirements of the Instruction are determined by Publication. The Broker shall reserve the right to refuse an Instruction that does not contain all requirements in accordance with the template Instruction determined by Publication. In the event of a refusal of the Instruction the Broker shall inform the Client of such fact in writing within 5 working days.
- 5.2. The Broker shall carry out his work with due professional care. The Client acknowledges that compliance with professional care is not violated in an event when after executing the Instruction, the price of the S or FS in question changes on the relevant market. The Client is aware that compliance with professional care is not violated in the event of a selection of S or FS which are not appropriate for the Client classified as a Non-professional client, if the Client insists on the provision of purchase of S or FS even after having received the Broker's recommendation.

5.3. Execution of the Instruction

- 5.3.1. Should the Instruction fail to contain all requirements stipulated by the Business Conditions, the Broker shall not be obliged to execute such Instruction, however, at his own discretion he shall be entitled to execute such Instruction in compliance with the following provisions of the Business Conditions.
- 5.3.2. Should the Client in the Instruction fail to determine a market where the Broker shall arrange for the S or FS purchase or sale and the Broker decides to execute the Instruction in accordance with point 5.4.1. of Business Conditions, the Broker shall be entitled to execute the Instruction for S or FS purchase or sale at any regulated market, multilateral business system as well as outside the regulated market or outside the multilateral business system in the event that the Client expressly agrees with such activity by the Broker. In such a case the Broker shall proceed in accordance with his Strategy of Instruction Execution.
- 5.3.3. The Client shall be entitled to change the Instruction providing (i) it is technically possible, (ii) the rules and practices of the regulated market or multilateral business system shall enable it, (iii) the Broker has not executed the Instruction yet, not even partially and (iv) the Broker has expressed his consent therewith. With the consent of the Broker the Client may change the Instruction if the Instruction was executed partially and the rules and practices of the market allow for it. The change in Instruction shall be done by the Client by submitting a new Instruction with changed requirements, unless the Agreement provides for otherwise. For the Instruction change the provisions of point 5.1. of Business Conditions shall apply accordingly.
- 5.3.4. The Broker shall confirm in writing acceptance of the Instruction based on the Client's written request.
- 5.3.5. The Broker shall be entitled to refuse the Instruction accepted, the Instruction cancellation, Change of Instruction if it is incomplete, incorrect, unprecise, unclear, unexecutable, requiring other Service than S or FS purchase or sale especially if the Instruction, change of Instruction or cancellation of Instruction fails to meet the requirements of point 5.1. of Business Conditions. The Broker shall not be obliged to execute the Instruction in person and he may appoint a third person to execute it. The Broker may deviate from the Instruction if necessary in the Client's interest and if the Broker cannot obtain the Client's consent with such procedure in time.
- 5.3.6. The Instruction and its contents must not be in conflict with the Securities Act, other generally binding legal regulations, and resolutions of authorities binding for the Client or the Broker.
- 5.3.7. Instruction, change of instruction, Instruction cancellation shall be part of the Agreement. The Instruction change and cancellation shall not affect the validity of the Agreement.
- 5.3.8. The Broker executes the Instructions in accordance with the Strategy of Instruction Execution determined by Publication.
- 5.3.9. The Broker is not obliged to verify the correctness, accuracy or completeness of the data which the Client stated in the Instruction.

5.4. Provision of S or FS purchase

- 5.4.1. The Broker provides the purchase of S or FS, i.e. invests the Client's funds on a regular basis once a month, usually after the 15th calendar day of the month. The Broker is entitled to not execute the Instruction in the event that the funds sent by the Client to the Account are not assigned to the Account by the 15th day of the month at the latest and that following this the Instruction will not be realised by the Broker until the following calendar month.
- 5.4.2. The Broker shall invest the Client's funds less the fees specified in the Service Charge List. Client's fees are deducted by the Broker from the amount invested in accordance with the method of payment specified in the Instruction.
- 5.4.3. The Broker shall procure the purchase of S or FS under the conditions set out in these Business Conditions.
- 5.4.4. The Client agrees that certain S or FS may be in the co-ownership of several of the Broker's Clients. In this case the co-ownership share of the Client of S or FS reflects the extent to which the Client is involved in claims and liabilities related to such S or FS, particularly fees, costs, margins, earnings and losses.
- 5.4.5. If the Broker provides for the Client purchase of Paper S/FS which have already been issued, such Paper S/FS becomes the Client's property on the date of the delivery to the Broker. Unless otherwise agreed, or if these Business Conditions do not provide otherwise, the Broker is obliged to transmit, without delay, Paper S/FS, the purchase of which he procured, to the Client and at the same time take all legal action necessary to ensure the Paper S/FS, the purchase of which he procured, becomes the property of the Client, if required by the Securities Act or specific legislation (e.g. endorsement).
- 5.4.6. If the Broker provides to the Client a purchase of Paper S/FS from the issuer when issuing by the issuer, such Paper S/FS becomes the Client's property on the date of delivery to the Broker. The Broker will be registered as the first owner of the Paper S/FS. For Paper S/FS on series will be issued on the following series of the Broker. Unless agreed otherwise, or if these Business Conditions do not provide otherwise, the Broker shall be obliged to transmit to the Client promptly the Paper S/FS, the purchase of which he procured for the Client, and to take all legal action necessary to ensure that the Paper S/FS becomes the property of the Client, if required by the Securities Act or specific legislation (e.g. endorsement).
- 5.4.7. If the Broker purchases Book-entry S/FS for the client, the Book-entry S/FS which the Broker has procured becomes the property of the Client at the moment of their registration FS on the Account of S/FS. Unless otherwise agreed, or if these Business Conditions do not provide otherwise, the Broker shall be obliged to assign the Book-entry S/FS which he procured to the account of the holder of the securities of the Broker and then promptly transfer them to the Account of S/FS.
- 5.4.8. In accordance with the Securities Act the Broker shall report to the Client information on the execution of instructions annually. The Broker is authorized to provide the Client with information on executed instructions also via the Broker's electronic service, with which the Client agrees.

5.5. Provision of S/FS sale

- 5.5.1. Should the Broker provide for the sale of the Paper S/FS for the Client, the Client shall be obliged to submit the Paper S/FS to the Broker together with the Instruction. The Paper S/FS shall remain the Client's property until acquired by the third party. The Broker shall be entitled to carry out all legal acts as required by the Securities Act and special legal regulations inevitable for the transfer of Paper S/FS, the sale of which is provided, for the benefit of a third person. The Client, by signing the Agreement, grants the Broker the power of attorney to the extent necessary for carrying out legal acts as stated in the previous sentence above. In the event of failure of the S/FS sale or expiry of the obligation period of the Instruction, the Broker shall return the Paper S/FS to the Client without undue delay; the same shall also apply in the case that the Broker executes the Instruction only

partially, and in such an event he shall return the unsold Paper S/FS to the Client.

- 5.5.2. Sale of the Book-entry S/FS which the Broker shall arrange shall remain the Client's property until acquired by the third party.
- 5.5.3. Should the Client fail to pay the Broker for the receivables incurred in relation to the provision of S or FS sale, the Broker shall be entitled to set off all receivables resulting from the S or FS sale with the receivables of the Client against the Broker for the payment of S or FS purchase price, the sale of which the Broker arranged.
- 5.5.4. For the provision of S or FS sale, the provisions of point 5.1. of Business Conditions shall apply accordingly.
- 5.6. Bulk Instruction
- 5.6.1. The Broker shall be entitled to join the Instruction of the Client with identical Instructions of other Clients and to execute such Instructions jointly.
- 5.6.2. The Broker shall join Clients' Instructions in a way that it is unlikely that such conjunction of Instructions will be generally disadvantageous to any Client, whose Instructions are to be executed jointly.
- 5.6.3. The Broker shall inform each Client whose Instruction is to be executed jointly in the event that impact of such conjunction with regard to a relevant Instruction may be disadvantageous to the Client.
- 5.6.4. The Broker has established and shall effectively observe allocation strategy of Instructions that ensures fair allocation of joint Instructions and transactions in sufficiently precise terms and conditions for the treatment of partially executed instructions.
- 5.6.5. If a partial Bulk Instruction is to be executed, subsequent allocation takes place in accordance with the Strategy of Instruction Allocation.

6. Changes in allocation (Re-allocation)

- 6.1. Unless stated otherwise in the Business Conditions, or unless otherwise agreed in the Agreement, the Client shall make a request scope of which is re-allocation in writing on a form determined by the Broker. Shall the Client authorize another entity for submitting Instructions pursuant to the Agreement in his/her name, the Instructions shall be submitted by the authorized entity. The Client shall attach to the Instruction for Re-allocation documents as stipulated by the Securities Act, other legal regulations, Business Conditions or Agreement. The Broker shall have the right for provision of all documents necessary to carry out the Service, otherwise the Broker shall be entitled to refuse provision of the Services. The Instruction must be legible, clear and understandable, may not be crossed out, transcribed, in any way altered, or otherwise modified.
- 6.2. The Broker shall have the right to refuse an Instruction for Re-allocation which is not submitted on the form determined by the Broker and/or if it does not meet the requirements according to point 5.1. The Broker shall not be liable for damage caused by non-performance of Services for this reason.
- 6.3. To execute the re-allocation apply the provisions of points 5.1 up to 5.5. of the Business Conditions shall apply.
- 6.4. The Client shall be obliged to ensure that the Instruction for Re-allocation, which is submitted by the Client to the Broker:
- is precise, clear, correct and accurate,
 - was received by the Broker (eventually confirmed in a manner agreed upon between the Broker and the Client),
 - is in accordance with the provisions of the relevant legislation,
 - is not in conflict with the principles of fair trade or good manners.
- 6.5. The Broker executes re-allocation in that order, in which the Instructions for Re-allocation were received.
- 6.6. The Broker executes re-allocation within a reasonable time – according to their nature and complexity, in accordance with the relevant trade practice, generally applicable legislation and depending on the functionality of the Broker's technical system, regulated markets or other markets. The Broker shall be entitled to set exceptional conditions in the delivery and implementation of changes in allocation before the end of the calendar year. The Broker shall set these exceptional conditions by Publication.
- 6.7. The Broker shall not be liable for the consequences of execution of a re-allocation. The Client shall reimburse the Broker for any damages or costs incurred to the Broker as a result of the execution or non-execution of a re-allocation or which incurred to the Broker otherwise in connection with such a re-allocation or in connection with the fact that such a re-allocation was not executed in accordance with the Business Conditions.
- 6.8. Due to the obligation of the Broker to carry out business cautiously not to endanger the stability of the financial market as well as the Broker's obligation resulting from the legal regulations to prevent money laundering the Broker shall be entitled to refuse the execution of a re-allocation which fails to meet the requirements stated in the Business Conditions and the execution of which could disrupt financial market stability or could be contradictory to legal regulations on prevention of money laundering. The Broker shall be entitled to refuse the Instruction also in the case that funds being part of the Account shall not be sufficient to cover the costs related to the Instruction's execution and the Broker's fee which the Broker is entitled to in accordance with the Business Conditions or the Agreement, or if the Broker is prevented from the Instruction by a fact worthy of special consideration.
- 6.9. In the event that due to unclear legal relations or other reasons the Broker shall have doubts whether the person giving the Instruction shall be entitled to such, the Broker shall be entitled to refuse the Instruction execution until such entitlement shall be proved to the Broker in an acceptable way.
- 6.10. The Broker shall not be liable for damages suffered due to a
- refusal to execute the re-allocation if it was rejected in accordance with the provisions of the Business Conditions,
 - execution of the re-allocation which did not meet the conditions stated in the Business Conditions,
 - failure to execute the re-allocation or partial failure to execute the re-allocation, if its non-execution or partial non-execution was a result of a partial failure of the technical system of any of these entities: Foreign depository, regulated market, multilateral business system, Broker, other person who shall participate or participated in the execution of the Instruction,
 - failure to provide Service or partial provision of Service on condition the failure to provide Service or partial provision of Service happened as a result of even a partial failure of the technical system of any of the person/entity: Foreign depository, regulated market, multilateral business system, Broker, other person which shall participate or participates at provision of the Service.
- 6.11. The Client shall reimburse the Broker for any damage, alleged claim or costs, including costs for legal help which may incur to the Broker, as a result of a wrong Instruction for Re-allocation.
- 6.12. Unless stated otherwise in the Business Conditions, or unless otherwise agreed between the Broker and the Client, the Client shall not be entitled to change or cancel the Instruction for Re-allocation delivered to the Broker.

7. S/FS Management

- 7.1. The scope of the management performance shall be S/FS which are managed on the Account in accordance with the Agreement and the Broker was appointed by the Client with its management. Such S/FS are recorded at the S/FS Account.
- 7.2. The provisions of the Commission Agreement shall apply accordingly to the legal relationship of the Client and the Broker.
- 7.3. The Broker shall carry out all activities necessary for the performance and maintenance of rights connected with the S/FS at the S/FS Account with professional care and based on Instructions within the extent determined by the Agreement and these Business conditions. The management shall be agreed for the period of Service duration provided by the Broker to the Client.
- 7.4. The Client shall be obliged to communicate and cooperate with the Broker when providing for the management performance and to submit the documentation necessary for the management performance; based on the Broker's requirement with all essentials and in specified form within the stipulated time. Shall the Client fail to fulfil any of the obligations stipulated in this point, the Broker shall not be liable for damage caused to the Client as a result of the Broker not being able to carry out the S/FS management in a proper and timely way.
- 7.5. Shall the Broker and the Client fail to agree in writing otherwise, the Broker shall be obliged to carry out with professional care only the following rights related to the S/FS: performance of custodianship for the Client.
- 7.6. If the Client and the Broker shall agree, the Broker shall be obliged to use appropriate effort for the purpose of informing Client duly and timely on publicly announced notices on events, rights and obligations in connection with S/FS shall the Broker be informed on such events from publicly available sources.
- 7.7. All S/FS which are the scope of the management shall be labelled by the Broker in a way that enables for exact determination at anytime which S or FS are the Broker's property or a property of third persons. The S/FS management is carried out in a way to provide the Client with clear overview on any transaction and on the balance on the S/FS Account.
- 7.8. Should the Client suffer from irreversible damage or loss resulting from the fact that his rights connected with S/FS could not be exercised in time and properly, the Broker may, based on his own decision and on an assumption that his acting shall not be contradictory to the legal regulations, carry out without receiving an Instruction all actions necessary for application and maintenance of rights related to S/FS, especially to vote at the General Meetings of the S or FS issuers he manages.
- 7.9. When managing S/FS the Broker shall cooperate with Foreign depositories, registers and agents that

comply with the requirements of safe and reliable provision of services. The Broker shall decide on the selection of these organisations and uses their services on a contractual basis. By signing the Agreement the Client shall provide his consent with the management of their S/FS at these organisations.

- 7.10. Any reporting duty resulting from purchase or sale of S/FS or the funds movement in relation to transactions with S/FS shall be carried out by the Client alone unless the relevant regulations provide for otherwise.
- 7.11. As part of the management the Broker carries out for the Client the collection of dividends and coupons and all other payments related to S/FS on the Account, for the benefit of the Client's Account. Dividends, coupons and any other payments related to S/FS received in the form of S/FS are assigned by the Broker to the Client's Account. Dividends, coupons and any other payments related to S/FS received in cash are assigned by the Broker to the Client's Account and subsequently invested according to the valid instruction for purchase.
- 7.12. Unless agreed between the Client and the Broker otherwise, the Broker shall not be obliged to inform the Client on corporate actions on underlying S/FS.

8. Investment advice

- 8.1. In connection with provision of Services, the Broker may provide the Client with the service of Investment advice under the following conditions:
- Investment advice is always based on and dependent on information provided by the Client to the Broker, therefore if any information provided by the Client to the Broker shall be false or incomplete, the Broker shall not be liable for the correctness and suitability of personal recommendation provided to the Client;
 - Personal recommendation is elaborated by the Broker always for a specific Client, therefore the Broker shall not be liable for any potential damage caused to third parties or the Client due to the use of personal recommendation designed for the Client by third party;
 - Personal recommendation provided by the Broker to the Client is always elaborated as of a specific period of time and only on the day stipulated in the personal recommendation, this recommendation may be considered suitable for the Client; the Broker shall not be liable for a situation if the Client uses personal recommendation in different period of time to the time stipulated in the elaboration of the recommendation;
 - The Broker shall not be liable for potential financial losses of the Client emerging as a result of incorrect use of personal recommendation by the Client, procedure according to only part of the recommendation or procedure according to personal recommendation shall the Client have knowledge that in a short period of time there will be a change in his financial status or investment goals and failed to inform the Broker on such changes;
 - The Client shall take due note of the fact that the development on financial markets shall be hardly predictable, it may be influenced by the facts independent of the Broker, which could not be predicted at the time of elaborating the personal recommendation and which may influence the development on financial markets in contradiction with the Broker's assumptions despite the fact that the Broker used his experience in financial markets and proceeded with professional care;
 - Shall the Client proceed correctly according to personal recommendation provided by the Broker and shall suffer financial loss despite that, especially in case of origination of any of the facts as described in the previous letter of this point, the Broker shall not be liable for possible financial losses of the Client
 - The Broker may also provide Investment guidance through third parties.

C. FINAL PART

9. Confidential information and protection of personal data

- 9.1. The Broker undertakes to handle Confidential Information in accordance with generally binding legal regulations and to maintain the confidential character of Confidential Information also after the contractual relationship between the Broker and the Client has ended.
- 9.2. The Broker may pass Confidential Information to third parties only in following cases, extent and under conditions as:
- set forth in generally binding legal regulations, or in valid decisions of courts or other administrative authorities,
 - set out in Business Conditions, or in Agreements,
 - stated in the Client's written consent given to the Broker.
- 9.3. The Client hereby expressly agrees that the Broker may
- process the Client's Personal Data for the purpose of administration of the contractual relation between the Client and the Broker or a member of the Broker Group and for the purposes relating to the Broker's business activities pursuant to a special regulation or for purposes relating to the business operations of a member of the Broker Group registered in the Companies Register pursuant to special regulations, for the purpose of preparation, doing, execution and subsequent checks of Broker Business with the Client, for the purpose of identification of Clients and their representatives, for the purpose of documenting operations of the Broker or a member of the Broker Group, for the purpose of protecting and enforcing the rights of the Broker or a member of the Broker Group, for the purpose of carrying out the Broker's duties and obligations pursuant to special regulations;
 - transfer Personal Data outside the territory of the Slovak Republic, provided that the country to which the Personal Data are transferred guarantees adequate protection, and the Broker shall advise the Client of such steps by Publication; if the Broker transfers Personal Data to countries where an adequate protection is not ensured, the Broker undertakes to act in accordance with the Personal Data Protection Act No. 122/2013 Coll. as amended or with a law that will later supersede Act No. 122/2013 Coll.;
 - on the basis of an agreement on personal data processing, provide the Client's Personal Data to a third party or authorize a third party to process the Client's Personal Data, even a third party whose registered office is outside Slovakia, provided that adequate protection is guaranteed, for the purposes stated in letter a) of this point and for the purpose of cooperation upon letter e) of this point, and the Broker shall advise the Client of such steps by Publication;
 - provide the Client's Personal Data or pass the Client's Personal Data for processing to a member of the Broker Group, and the Broker shall advise the Client of such steps via documents determined by Publication;
 - process the Client's Personal Data for the purpose of marketing or marketing survey; and this in the extent necessary for carrying out any of the purposes listed in this point of Business Conditions.
- 9.4. The consent given by the Client under point 9.3. of the Business Conditions applies throughout the duration of purpose of the processing. The Client may withdraw his consent in writing, if the Broker breaches the conditions set forth in point 9.2. and 9.3. of Business Conditions.
- 9.5. If the Client provides the Broker with personal data of another natural person pursuant to Personal Data Protection Act No. 122/2013 Coll. as amended in connection with any contractual relation, then the Client expressly declares that he/she has the written consent of this natural person to pass the personal data of this person to the Broker for processing in the extent set forth in these Business Conditions.
- 9.6. The Client agrees that the Broker may provide Confidential Information to the Broker's shareholders and to other entities within the Broker Group. The Client agrees that the Broker may provide Confidential Information to third parties with which the Broker cooperates on condition that third parties are capable of ensuring protection of Confidential information from misuse.
- 9.7. The Client agrees that the Broker may provide information in the extent of Confidential Information and documents on the Client's failure to fulfil its obligations to the Broker to a third party which has received the Broker's written power of attorney to recover these liabilities.
- 9.8. The Client agrees that the Broker may provide Confidential Information to third parties who are authorized by the Broker to fulfil its statutory or contractual duties as well as to third parties who have received the Broker's power of attorney to represent the Broker in lawsuit settlement proceedings.
- 9.9. The Client agrees that the Broker may, for the purpose of administration of its registration records under a special regulation, hand over to a third party any documents on the Client's Broker Business including Agreements, documentation related to Agreements and recordings of communication between the Broker and the Client.
- 9.10. The Client consents to the fact that the Broker shall be entitled to hand over Confidential Information to third parties that are a beneficiary or principal in the execution of payments according to a specific regulation, or which provide services to the Broker enabling it to carry out services. The Broker is also entitled to provide any Confidential information to the Proxy.
- 9.11. The Client agrees that a third party, which has received Confidential Information from the Broker, may disclose the Confidential Information to the necessary extent to third parties under following conditions:
- if necessary for carrying out the purpose of such third party resulting from an agreement between the Broker and such third party and together
 - if such third party binds the recipients of the Confidential Information to protect the Confidential Information at least to the same extent as the third party provider of the Confidential Information is obliged to do so.
- 9.12. The Client is responsible for keeping information of confidential character which it obtained in relation to the contractual relationship between themselves and the Broker. The Client may not pass such information to any third party without the prior written consent of the Broker.

10. Communication

- 10.1. The Client agrees that the Broker may record any communication between the Broker and the Client through any available technical means and may maintain all these recordings and copies of

any information and documents which the Broker will receive from the Client or from third parties. The Client agrees that the Broker may record any communication with the Client even without prior notification thereof. The Client agrees that the Broker may use these recordings and copies as evidence in dispute.

- 10.2. The Broker may require that copies of an original document submitted by the Client are officially legalised.
- 10.3. The Broker may require that in the event that the Client submits any document to the Broker in other than English language, the Client shall provide for the official translation of such document into English language bearing an expert's clause to the Broker. In this case the Broker uses only the relevant English translation and is not obliged to examine if such translation corresponds to the original language version.
- 10.4. The Client shall agree with the Broker on providing information also on another permanent media than the documentary form, especially in a form of CD, DVD media or another suitable media.
- 10.5. By concluding the Agreement, the Client shall agree with any information being provided to him by the Broker also by means of the Internet website of the Broker. Both the Broker and the Client shall agree therewith by concluding the Agreement that by means of the Internet website of the Broker the Client shall be informed of any changes and amendments of information already provided by the Broker to the Client regardless of any form the original information was announced to the Client.
- 10.6. In the event that the Broker shall find out that there was a mistake in any confirmation, report or other certificate which the Broker sent to the Client, he shall inform the Client thereof without undue delay.
- 10.7. The Client shall be obliged to, after the acceptance, check confirmations, extracts, reports, notices and other documents which the Broker sent to the Client. The Client shall be also obliged to verify whether all Instructions which were submitted by the Client or on his behalf, were executed by the Broker. Shall the Client discover any mistake, he shall inform the Broker thereof without undue delay. The Broker shall remove such discovered mistakes without undue delay.
- 10.8. Information contained in any confirmations, statements, notices or other documents sent by the Broker to the Client, shall be considered as accepted, confirmed and approved in cases that the Client fails to inform the Broker in writing that he shall not agree with the contents within fourteen days of their delivery to the Client.

11. Delivery

- 11.1. The Broker's written documents are delivered
 - a) in person,
 - b) by post,
 - c) by electronic communications media (fax, telex, e-mail or other electronic medium).
- 11.2. In personal delivery of documents (which also includes messenger delivery, take over of a document by the Client by the Broker), a document is considered delivered upon its handover; as handover shall be considered a case when the addressee refuses to accept such a document.
- 11.3. In document delivery by post, mail is regarded as delivered on the third day after dispatch within Slovakia and on the seventh day after dispatch in other countries, even in a situation when the addressee fails to become acquainted with this fact, or the shipment shall be returned as undeliverable. Unless agreed otherwise, the Broker shall send the documents by post in a form or a regular letter. In sending documents by fax or telex, documents are considered as delivered at the moment of printing the confirmation on sending; documents sent by e-mail are considered as delivered at the moment the delivery receipt is received.
- 11.4. The Client shall advise the Broker of his/her address, phone, fax and telex number or the number of other electronic equipment to which the Broker will send him/her all notifications and documents. The Client shall immediately notify the Broker of any change in these data. If the Client fails to notify the Broker of such a change, a delivery to the last address known to the Broker or to the last number of telecommunication equipment known to the Broker is regarded as duly executed.
- 11.5. Non-delivery of expected documents of any kind, notably documents confirming the execution of Instructions must be reported immediately by the Client to the Broker after the time of expected delivery has elapsed. The Broker shall not be liable for damage caused by the non-delivery of such documents.

12. Obligations of the Client

- 12.1. The Client shall be obliged to provide the Broker a document on their establishment and legal existence and prove their identity, prior to provision of Service and at any time upon request of the Broker throughout the duration of the business relationship.
- 12.2. The Client shall be obliged to inform the Broker without undue delay on all changes which occurred in documents submitted to the Broker.
- 12.3. The Client incorporated into the Companies Register shall be obliged to, immediately after making changes of the facts which are subject to the incorporation into the Companies Register, carry out the activities to bring the entry in the Companies Register in line with the actual legal state and submit the current extract from the Companies Register to the Broker immediately after the incorporation of the changes in to the Companies Register. This provision shall be applied accordingly for the changes done in a trading licence or other business licence.
- 12.4. The Client shall be obliged to provide the Broker with all information required by the Broker in relation to provision of services, especially information necessary for the performance of Client's categorisation, execution of the test of suitability and adequacy (Section 73f and 73g of the Securities Act), as well as other obligations resulting from the Broker based on the legal regulations within the periods agreed by the Client and the Broker, stipulated by the legal regulations or determined by the Broker. The Client declares that all data submitted to the Broker in connection with the contractual relationships between the Broker and the Client, especially in relation to the categorisation of the Client in accordance with the Securities Act, execution of the test of suitability and adequacy (Section 73f and 73g of the Securities Act) shall be true and complete. The Client shall be obliged to inform the Broker without undue delay of any changes in data or information submitted to the Broker in relation to the contractual relationships between the Broker and the Client, especially but not exclusively (i) data related to the categorisation of the Client in accordance with the Securities Act, (ii) information provided by the Client to the Broker in accordance with point 12.9. of these Business Conditions, and submit the documents to the Broker proving the changes at the Broker's own discretion in a sufficient level, these changes and other information which the Broker required in relation thereto. The changes shall become effective to the Broker and obligatory on the Business Day following the delivery date of the notice to the Broker. The Broker shall not be obliged to accept any Client's notice not supported by sufficiently provable documents and supplemented with the data required by the Broker.
- 12.5. Shall the Client fail to inform the Broker in writing otherwise, he declares by signing the Agreement that he is not the relevant person in accordance with the Securities Act, whereas the Client shall be obliged to inform the Broker of any changes decisive for assessment whether or not he shall be considered the relevant person. Shall the Client be considered the relevant person, he shall be obliged to follow all obligations of the relevant persons regulated by the Securities Act.
- 12.6. The Client declares that he is not the resident of the countries determined by the Broker in the Publication, and he shall be obliged to inform the Broker without undue delay on becoming a resident of the state determined by the Broker in the Publication or if the Client shall discover that the person for whom the S, FS or other investment instruments are held in relation to the Agreement shall become the resident determined by the Broker in the Publication.
- 12.7. The Client declares that he is not a VAT payer pursuant to the generally binding legal regulations, whereas if he is a VAT payer or he shall become one, he shall inform the Broker of this fact without undue delay.
- 12.8. The Client shall be obliged to compensate the Broker for damage arising as a result of the fact that (i) the Client fails to meet any obligation resulting from the Agreement or the Business Conditions duly and timely, (ii) any of the Client's statements against the Broker shall prove to be false or incomplete or (iii) any information provided by the Client to the Broker in connection with provision of Services shall prove to be false, especially information provided to the Broker in accordance with point 12.9. of the Business Conditions.
- 12.9. The Client shall take due note of the fact that in accordance with and under the conditions stipulated by the Securities Act, the Broker shall be obliged to require from the Client provision of the legally stipulated data and information related to the Client's knowledge and experience in the area of investment, his financial situation and his investment goals, to process this information, assess them and consider when providing Services.
 - a) The Broker shall be obliged in accordance with the Securities Act to assess whether the Client's knowledge and experience are sufficient for the Client to realize the risks related to the financial Instruments or service, and whether the financial instrument is suitable for the Client.
 - aa) Shall the Client (i) fail to provide the Broker with all requested information or any of them, or (ii) provide the Broker with false information, or (iii) in any other way obstruct or disable the Broker to assess the Client's knowledge and experience in accordance with the Securities Act, the Broker shall be entitled to request from the Client written statement in a form and content determined by the Broker that the Client was warned on all consequences related to the facts stated in (i), (ii) and (iii) thereof, especially that the Broker shall not be able to determine whether the service or financial instrument is suitable for the Client. Shall any of the cases stated in the previous statement under point (i), (ii) or (iii), the Broker shall be

obliged to refuse the execution of the Client's Instruction. Shall any of the circumstances stated in (i), (ii) and (iii) of the first statement of this letter aa) happen and the Broker executes Client's Instruction, the Broker shall not be liable for the damage to the Client as a consequence thereof.

- ab) Shall the Client provide the Broker with requested information and the Broker after their assessment shall state that a certain Service, or financial instrument are not suitable for the Client, (i) the Broker shall be obliged to request from the Client written statement in a form and with consent determined by the Broker that the Client was warned on the unsuitability of certain service or financial instrument for the Client and also (ii) the Broker shall be entitled to refuse the execution of any Client's Instruction. Shall the Client refuse to provide the Broker with written statement in accordance with the previous statement, the Broker shall be entitled to refuse the Client's Instruction execution.
 - b) the conditions stipulated by the Securities Act are met, it is the obligation of the Broker when providing Services to assess the Client's knowledge and experience in the field of investment, his financial situation and investment goals and provide the Client with a Service based on such information.
 - ba) Shall the Client (i) fail to provide the Broker with all requested information or any of them, or (ii) provide the Broker with false information, or (iii) in any other way obstruct or disable the Broker to assess the Client's knowledge and experience in accordance with the Securities Act, the Broker shall be entitled to refuse the Service for the Client.
- 12.10. Upon conclusion and during the contractual relationship duration, the Client shall be obliged to inform the Broker in writing on facts which might cause the Client to be considered as politically exposed person pursuant to the Act on Protection against Money Laundering and on Protection against Terrorist Financing and on Amendments and Supplements of Certain Acts. Shall the Client fail to inform the Broker of the facts in accordance with this point, the Broker shall consider the Client not being a politically exposed person.

13. Obligations of the Broker

- 13.1. The Broker's responsibility against the Client who
 - a) is the consumer pursuant to special legal regulations – the Broker and the Client shall be responsible for damage they cause as a result of breach of the obligations stipulated by the law, in the Agreement and in the Business Conditions, apart from cases in which they shall prove that they did not cause damage or the breach of obligation was caused by circumstances excluding their liability, unless the Agreement and the Business Conditions shall stipulate otherwise; in case of the occurrence of the Broker's or Client's obligation to pay damages to the other party, the Broker and the Client shall not be obliged to pay for the lost profit,
 - b) is not a consumer pursuant to special legal regulations – the Broker shall be liable only for damages he has caused. Due to the relations between the Broker and the Client the principle of objective liability is hereby excluded for the Broker. In case of obligation of the Broker to compensate the Client for damage the Broker shall not be obliged to compensate for lost profit.
- 13.2. The Broker shall not be liable for damages and other consequences related to counterfeiting or incorrect filling out of the Instruction and other documents to the Clients.
- 13.3. The Broker shall investigate whether the documents he shall be obliged to accept based on the Agreement with the Client or the Client's Instruction correspond to the contents of the Agreement or the Instruction. He shall not be liable for its authenticity, validity and translation of such documents.
- 13.4. The Broker shall not be liable for damages arising due to proceedings of domestic or foreign authorities or courts, refusal or late granting of necessary permits by the authorities, due to force majeure, uprising, revolution, civil unrest, war or natural disasters or as a result of events outside the Broker's control. The Broker shall not be liable for damages as a result of failure of the telecommunications services provided to the Broker by third parties.
- 13.5. The Broker shall not be liable for damages originating as a result of events under the control of the Client or events for which the Client shall be liable or damage incurred as a result of breach or delay of any obligation of the Client to the Broker.

14. Setting off

- 14.1. Due to the legal obligation of the Broker to proceed carefully when acting as a stock broker to avoid potential risk to the financial market, the Broker shall be entitled to set off any of his receivables from the Client against any of this Client's receivables from the Broker irrespective of whether they are future, actual, payable, not payable, statute-barred or not statute-barred.
- 14.2. The Broker shall be entitled to set off also receivables denominated in different currencies, even if the currencies are not convertible, at a rate of exchange determined by the European Central Bank in a usual manner and in accordance with normal market practice.
- 14.3. Unless agreed otherwise, the Client who is not a consumer pursuant to special legal regulations shall not be entitled to unilaterally set off his receivables from the Broker against any of the Broker's receivables from the Client. The Broker shall not be refused to consent to a set off without a reason.
- 14.4. The Broker shall notify the Client of a set off in advance and shall make all reasonable effort not to cause damage to the Client and not to cause disproportional problems to the Client, such procedure shall not derogate or jeopardize the Broker's rights and interests or make impossible or jeopardize the exercise of the right to set off.

15. Charges, compensation, costs

- 15.1. The Client is obligated to compensate the Broker for Service provided by the Broker by paying Charges determined in the Service Charge List with effect on the day the Service is executed or the charges agreed upon in the Agreement or in Instruction.
- 15.2. The Broker shall not be obliged to provide any Service unless the Client pays the Fee for the Service. The Broker shall not be liable for damage caused by not providing the Service to the Client as a result thereof.
- 15.3. Unless agreed between the Client and the Broker otherwise, Charges are payable on the day stated in the Service Charge List, and if such data is missing in the Service Charge List, then the Charges are payable on the day the Service is carried out. The Broker's Receivables corresponding to the Charges are payable on the stated date.
- 15.4. The Broker is entitled to change the Service Charge List at any time to reflect changes in the Broker's business policy, development on the money and capital market and changes in legal regulations. The Broker shall make a change in the Service Charge List by Publication. A change in the Service Charge List shall take effect on the date of Publication of the changed part of the Service Charge List or of the full text of the Service Charge List.
- 15.5. The Client, that is a consumer as defined in a special regulation, is entitled to withdraw the Agreement in writing within 15 days from the day when the change in the Service Charge List is effective. If the Client does not withdraw the Agreement within the indicated time, then it shall be understood that the Client accepts the change in the Service Charge List. After the withdrawal of the Agreement, the parties thereto shall not return to each other amounts paid prior to the withdrawal of the Agreement. However, either party to the Agreement shall pay to the other party, within 15 days from the day when the withdrawal was delivered to the Broker, all outstanding receivables which arose prior to the withdrawal of the Agreement.
- 15.6. Unless otherwise agreed by the Client and the Broker, the charges are calculated in EUR currency.
- 15.7. Apart from the fee for the Broker in a form of charges, the Client shall be obliged to pay the Broker all incurred expenses and costs related to the provision of service and execution of obligations based on the Agreement. The costs and expenses of the Broker shall not be part of the charges for the Broker unless stipulated otherwise in the Service Charge List or the Agreement.
- 15.8. The Client shall be obliged to, without undue delay upon the Broker's request, to reimburse to the Broker all damage and expenses, including expenses for the Broker's legal representation incurred to the Broker in connection with
 - a) breach of contractual obligation of the Client against the Broker or dispute solution between the Broker and the Client, especially in relation to claim of payable liabilities of the Broker against the Client, or
 - b) court proceedings or out-of-court settlement where the Broker shall participate in connection with the court proceeding or a dispute between the Client and third parties.
- 15.9. The Client shall be obliged to, without undue delay upon the Broker's request, pay the amount of the remaining reasonable costs to the Broker in relation to the Agreement conclusion or performance, provision of services or in connection with financing the Broker's liabilities resulting from the Agreement or Service arising as a result of
 - a) change in the situation on the market,
 - b) in case of a Client, who shall not be a consumer pursuant to a special regulation, additional expenses arising due to changes or adoption of a new legal regulation binding for the Broker related to the Broker or the Service, or as a result of changes in the legal regulation interpretation, if such change or the adoption of a new legal regulation binding for the Broker, change in its interpretation or change in the market occurred after the Agreement conclusion between the Client and the Broker or by the Service provision.
- 15.10. In the event that the Client shall fail to reimburse Charges to the Broker in due time, the Broker shall be entitled to debit such Charge to another account held by the Client or at any movement on the relevant account. If it is not possible to reimburse the receivable of the Broker against the Client using any of the above methods, the Client expressly authorizes the Broker to execute the sale of S/FS or

the parts thereof, to cover the outstanding Charge and the Broker shall not be obliged to inform the Client on such procedure, unless agreed otherwise. The Broker shall process the sale of the S/FS at the Broker's discretion with regard to the legitimate interests of the Client.

16. Miscellaneous provisions

- 16.1. The Client declares that all funds used by the Client in connection with provision of the Service are his/her/its property and that he/she/it is doing the Service on his/her/its own account. This declaration is considered true and repeated each time a Service is provided, unless the Client declares otherwise in writing. If the Client does not own the funds which he uses in relation to the Service, then the Client undertakes to deliver to the Broker a written declaration of the owner of the used funds, as well as the consent with its use.
- 16.2. The Broker shall have the right to refuse the Instruction execution and not to provide a Service in case of suspicion of activities pursuant to Anti-Money Laundering and Counter-Terrorist Financing Act as amended. The Broker shall not be responsible for damage caused to the Client by failure to provide the Service or failure to execute the Instruction as a consequence thereof.
- 16.3. If there is a situation on the financial market, substantial for the Service, due to political, economic or other reasons, which the Broker cannot influence and the Broker's execution of the Instruction has become more expensive than in the time when the Agreement was concluded, the Service provided by the Broker or the execution shall become impossible, the Broker shall be entitled to pause or completely stop any Service for the Client.
- 16.4. By signing the Agreement the Client gives his consent that in the event of a change in an offer of the financial instruments as a result of termination or merger of the financial instruments the Broker shall be entitled to replace such financial instruments with other financial instruments with a similar investment strategy. The Broker shall be entitled to replace the financial instruments selected by the Client in the Agreement with other financial instruments also in the event of a termination of cooperation with introducers. The Client gives his consent to the procedure in the events referred to in this point 16.4. and at the same time gives the Broker an instruction.
- 16.5. The Broker shall in the cases referred to in point 16.4. inform the Client of the chosen procedure in writing, whereby the Client shall be entitled to give notice of his disagreement within 30 days from the date of receipt of such notification of the chosen procedure, otherwise the actions of the Broker according to point 16.4. following the elapse of the 30 day period shall become effective. If the Client expresses his disagreement with the procedure in writing in accordance with point 16.4., the Client thereby gives an Instruction to the Broker to sell the financial instruments in question and the Broker shall credit the funds to the Client's account. The Client acknowledges that in this case the Broker shall not be liable for any damages incurred to the Client due to the loss of benefits associated with the Product.
- 16.6. By signing the Agreement the Client expresses his consent with the use of funds and financial instruments entrusted by the Client to the Broker, by the Broker to his own benefit and to the benefit of third parties. By concluding the Agreement, the Client confirms that he was acquainted with the Strategy of Instruction Execution by the Broker and the Strategy of proceeding of the Instructions by the Broker, he has understood them and expresses his/her consent therewith. By concluding the Agreement he shall also express his consent with the joining of an Instruction given to the Broker with Instructions of third parties, with regard to the fact that the Client was informed of a potential negative effect of the joining in relation to the Instruction execution.
- 16.7. The Broker may execute the Client's Instruction outside the regulated market or multilateral business system whereas by concluding the Agreement the Client expresses his consent to the Broker to execute all his Instruction or any of them outside the regulated market or multilateral business system. The Client acknowledges that some S/FS available within the frame of the Product are not intended for the public offer.
- 16.8. The Client shall have no claim for provision of a Service. If a Service was provided to the Client, the Client shall not be therefore entitled for provision of any other Service.
- 16.9. Accounting and other records kept by the Broker in connection with the contractual relationship between the Broker and the Client shall always prevail in case of any discrepancies between the Broker and the Client in relation to all matters it shall affect.
- 16.10. The Broker and the Client have agreed that all legal relationships related to the submission and dealing with claims and complaints by the Client related to the correctness and quality of Services provided by the Broker not expressly regulated in the Business Conditions shall be governed by the Warranty Claim Order which shall be determined by the Broker by means of Publication.
- 16.11. If on the side of the Client as a party to the contractual relationship between the Broker and the Client are several participants, the Client and these persons against the Broker shall be jointly and severally liable, unless the Business Conditions or the Agreement provide for otherwise.
- 16.12. For any arrangement or Agreement between the Client and the Broker concluded in the English language and another language, the English version of the document shall prevail unless stipulated for otherwise in the Agreement. The Slovak version of the Business Conditions shall always prevail.
- 16.13. Unless agreed otherwise between the Broker and the Client, all business relationships shall be governed by the laws of the Slovak Republic.
- 16.14. If any of the provisions of the Business Conditions or of any Agreement between the Client and the Broker become null and void or impossible to enforce, this shall not affect the validity and enforceability of the other provisions Business Conditions or of the agreement. In this case, the parties to the agreement undertake to replace the invalid or unenforceable provisions with valid and enforceable provisions whose legal importance and effects will be as close as possible to the provisions to be replaced.
- 16.15. All Agreements, unless agreed between the Broker and the Client otherwise, which were concluded in writing between the Broker and the Client may be amended or supplemented only by written form of amendments and such change must be signed by both parties to the Agreement.
- 16.16. The Broker shall have the right to unilaterally transfer the rights and obligations of the Broker resulting from Business Conditions here as well as from other contractual documentation between the Broker and the Client managed by these Business Conditions to another licensed legal entity established in a Member State of the European Union with similar business activities, at the cost of the Broker, but only provided that the transfer of rights and obligations shall not lessen the Client's protection as a consumer (investor), while at the same time the Client's existing benefits are retained (in particular those relating to tax and fees), which the Broker provided to the Client. The Broker shall inform the Client in writing of any intention of assigning the rights and obligations with induction of date of cession and the Client shall have 30 days from the date of receipt of such notice to give notice of their disagreement, otherwise the cession shall be effective as of that date. If the Client gives notice in writing of their disagreement with the cession of rights and obligations, the contractual relationship between the Broker and the Client may be terminated by the Broker by writing with a one month notice period. In that case the Broker shall not be liable for any damages that may arise to the Client due to the loss of benefits that the Client received by investing through the Broker. The Broker shall be entitled to provide confidential information and the Client's personal data to other licensed legal entities in connection with the cession of the rights and obligations.
- 16.17. The Broker shall be entitled to unilaterally modify and amend the Business Conditions, and if agreed with the Client, individual conditions of the Agreement due to
 - a) changes in legal regulations, or
 - b) development on the financial or capital market which may without prejudice have impact on provision of Service or conditions of its provision, or
 - c) changes in technical possibilities of provision of Service, or
 - d) ensuring cautious business activity of the Broker, or
 - e) better quality and simplification of provision of Service or enhancement of the range of offered Services.The Broker shall determine the current wording of the Business Conditions as well as a relevant change of condition of the Agreement by Publication. The Client may express his disagreement with such a change by a written notice delivered to the Broker within 15 days of the determination of such a change by Publication; in the event that on the part of the Client are several participants, any of them may express his disagreement with such a change. Otherwise, the amendments and supplements take effect on the day specified in them, if, after the Publication of the Business Conditions, or the relevant condition of an Agreement, the Client (i) takes any action in relation to the Broker, or continues (ii) to accept the Services from the Broker in such a way that from that situation it is obvious that he wishes to continue with the existing contractual relationship with the Broker, or (iii) confirms by his actions that he has become familiar with the wording of the amended or supplemented Business Conditions or the relevant condition of an Agreement. If the Client expresses disagreement with such a change within the above time limit and if no 30 days from the date of the Client are several participants, then any of them may terminate the contractual relationship with the Broker with immediate effect and such termination applies to all participants. Likewise the Broker may terminate its contractual relationship with the Client with immediate effect and declare the Broker's receivables from the Client as immediately payable.
- 16.18. The Business Conditions shall remain effective even after the end of the contractual relationship between the Client and the Broker until the complete settlement of their mutual relationship.
- 16.19. The Business Conditions shall take effect on 1st November 2013. All contractual relations established between the Client and the Broker after the effectivity date of the Business Conditions shall be subject to the Business Conditions, unless otherwise stated in them.