

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



## A. GENERAL SECTION

### 1. Basic Provisions

**1.1** These Terms and Conditions shall regulate all relations arising between the Broker and the Client when providing services and when the Broker carries out activities pursuant to the Securities Act, as well as relations arising in connection with activities to facilitate the provision of Services by the Broker even in the event that no Service was provided.

**1.2** The Terms and Conditions shall be part of any Agreement concluded between the Broker and the Client or Instruction given by the Client to the Broker in connection with the relevant Services of the Broker regardless of whether the Service was modified in the Terms and Conditions.

**1.3** If the provisions of the written Agreement concluded between the Broker and the Client are different from the provisions within the GTC, the provisions of the written Agreement shall be final. If the provisions of the GTCs related to individual Services or Agreements contain a regulation differing from the general or final provisions of the GTCs, the provisions of the specific part of these GTCs shall be final.

### 2. Definitions

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

#### Account

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

#### Advance payment

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

#### Agreement

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

#### Agreement on portfolio management

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

#### 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 the form of a record in the registration stipulated by the relevant legal regulations.

#### Broker

The company Cornhill Management, o.c.p., a. s., with registered office at Einsteinova 24, 851 01 Bratislava, Identification number (Company ID): 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, composed of the following companies: SFM Group International S.A., 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.

#### Brokerage Agreement

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

#### Terms and Conditions or GTC

The Terms and Conditions of Cornhill Management, o.c.p., a.s., for the provision of investment services.

#### Business Day

The normal business hours of any working day during which the Broker provides their Services. Such times will be distributed via Publication. The Business Days of the Broker

shall not include public holidays of the Slovak Republic. They shall also not include days which the Broker declares as a non-business day due to especially serious operational reasons; the Broker shall make such a declaration by Publication no later than 5 days prior to the day which is to be declared a non-business day.

#### Charge

Fees agreed in the Agreement, GTC or in the Service Charge List which the Client shall be obliged to pay for Services in the amount set out in the Service Charge List or in the amount agreed upon by the Broker and the Client in an Agreement.

#### Client

A natural person (a private individual) or legal entity (a corporate entity) in a contractual 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 a person with whom the Broker is negotiating the provision of Services.

#### Client's Personal Data

Personal Data of the Client - natural person (private individual) pursuant to Act No. 122/2013 Coll. on Protection of Personal Data as amended, which was obtained by the Broker during, or in connection, with the provision of Services.

#### Confidential Information

All information related to the Broker's Clients which the Broker acquired during or in connection with the provision of Services, including information subject to business confidentiality pursuant to the Commercial Code or subject to legal protection pursuant to the Act on Protection of Personal Data, as well as any further information on the legal status or economic and financial situation and activities of the Client.

#### Commission Agreement

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

#### Foreign depository

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

#### Foreign Security or FS

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

#### Identification data

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

#### Investment advice

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

#### Instruction

Instruction, request, requirement for provision of Services by the Client according to the Agreement, Terms and Conditions, Securities Act and other special laws. A template Instruction form is provided by the Broker via Publication.

#### ISIN

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

#### Mandate Agreement

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

#### Paper S/FS

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

## **Portfolio**

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

## **Proxy**

A natural person or legal entity who is authorised by the holder of an Investment Account – the Client – to act on his/her behalf. A Proxy shall be any natural person or legal entity authorised by the Client and notified by the Client to the Broker in the form distributed via 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**

Publication of a document or information on publically-accessible premises of the Broker or via Electronic Services or via the Online Access system of the Broker or on the website of the Broker, via e-mail or in other acceptable form at the Broker's own discretion, by which the document or information shall take effect, unless otherwise stated.

## **S/FS account**

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

## **Securities Act**

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

## **Security or S**

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

## **Service Charge List**

List of the Broker's charges and fees; the Service Charge List may be set out in one document, the Broker also reserves the right to distribute the Service Charge List via Publication as multiple documents.

## **Service or Services**

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

## **3. Performance and identity verification**

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

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

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

**3.4.** Should the power of attorney be issued outside the territory of the Slovak Republic, the signature on the power of attorney shall be legalised by a person entitled to legalise signatures in the country in which the power of attorney has been issued. The Broker shall be entitled to require this power of attorney to be officially legalised and super-legalised or accompanied with the clause "Apostille" pursuant to the Convention

de la Hague on Cancellation of Requirement of Foreign Public Documents Legalisation of 5th October 1961. At its own discretion the Broker may also accept verification of the signature on a power of attorney issued outside the territory of the Slovak Republic by an Introducer and/or by an authorised person who has been approved by the Broker.

**3.5.** The Client – natural person declares that any power of attorney that they gave to a third person to act in the name of the Client in the extent and manner specified in the power of attorney shall not expire upon the death of the Client as the grantor.

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

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

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

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

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

## **B. SPECIAL TERMS AND CONDITIONS**

### **4. Agreement on provision of services**

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

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

**4.3.** In the case of an Instruction which includes the Service for acceptance and delegation, the provisions of point 5.3.2. of the Terms and Conditions shall apply accordingly, providing the Instruction does not contain any required properties, the Broker shall be entitled, but not obliged to, delegate the Instruction for its execution.

### **5. Consignment Agreement**

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

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

made despite having received a recommendation from the Broker that the S or FS are not appropriate.

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

#### **5.4. Instruction**

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

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

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

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

**5.4.4.** Should the Client in the Instruction fail to state the limit binding price for the purchase or sale of the S or FS and the Broker decides to execute the Instruction pursuant to point 5.3.3. of the GTCs, the Broker shall purchase or sell the S or FS for the best reasonable price for the Client which may be obtained while exercising professional care whereas the Broker shall be entitled to consider other decisive criteria at its discretion in such circumstances.

**5.4.5.** Should the Client in the Instruction fail to determine a market where the Broker shall arrange for the purchase or sale of the S or FS and the Broker decides to execute the Instruction in accordance with point 5.3.3. of the GTCs, the Broker shall be entitled to execute the Instruction for the purchase or sale of a S or FS on any regulated market, multilateral business system and outside the regulated market or the multilateral business system in the event that the Client expressly agrees with such activity by the Broker. In such a case the Broker shall proceed in accordance with its Strategy for Instruction execution.

**5.4.6.** Should the Client in the Instruction fail to determine a day when the purchase or sale of the S or FS shall take place and the Broker decides to execute the Instruction in accordance with point 5.3.3. of the GTCs, the Broker shall be entitled to carry out the purchase or sale of the S or FS on the first possible day within the obligatory period of the Instruction for the Broker.

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

**5.4.8.** The Client shall be entitled to change the Instruction providing (i) it is technically possible, (ii) the rules and practices of the regulated market or multilateral business system allow it, (iii) the Broker has not executed the Instruction yet, not even partially and (iv) the Broker has expressed its consent therewith. With the consent of the Broker the Client may change the Instruction if the Instruction was executed partially and the rules and practices of the market allow for it. The change in Instruction shall be made by the Client by submitting a new Instruction with changed requirements, unless the Agreement provides for otherwise. For the Instruction change the provisions of point 5.3.2. of the GTCs shall apply accordingly.

**5.4.9.** The Client shall be entitled to submit an Instruction to carry out an additional purchase of S/FS under an existing Agreement. Such Instruction shall be submitted by the Client in writing via a Top-Up Form determined by the Broker. Such Instruction shall bind the Broker from the moment it is accepted by the Broker. For the Top-Up Form the provisions on Instruction shall apply accordingly. Instruction for carrying out an additional purchase of S/FS under an existing Agreement shall not be considered as a change of Instruction.

**5.4.10.** The Client shall be entitled to cancel the Instruction providing (i) it is technically possible, (ii) the rules and practices of the regulated market or multilateral business system allow it, (iii) the Broker has not executed the Instruction yet, not even

partially, nor has it performed any steps leading to its execution, the Client or the Broker may cancel the Instruction. The Instruction may be cancelled without reason and the cancellation of the Instruction shall be effective on the day of its delivery to the Broker or the Client. The Client or the Broker shall cancel the Instruction in writing. The Broker shall not be bound by the Instruction at the moment the cancellation becomes effective. The Instruction may be cancelled partially, whereas the provisions of point 5.3.8. of the GTCs on Instruction change shall apply accordingly.

**5.4.11.** The Broker shall confirm in writing acceptance of the Instruction based on the Client's written request.

**5.4.12.** The Broker shall be entitled to refuse the Instruction acceptance, the Instruction cancellation, change of Instruction if it is incomplete, incorrect, unspecific, unclear, cannot be executed, requires a Service other than S or FS purchase or sale especially if the Instruction, change of Instruction or cancellation of Instruction fails to meet the requirements of point 5.3.2. of the GTC. The Broker shall not be obliged to execute the Instruction in person and may appoint a third person to execute it. The Broker may deviate from the Instruction if necessary and to do so is in the Client's interest and if the Broker cannot obtain the Client's consent for such a procedure in time.

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

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

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

#### **5.5. Provision of S or FS purchase**

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

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

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

**5.5.4.** In the case of an Instruction change by the Client, the Broker may determine a new amount of advance payment with regard to the contents of the Instruction change and principles for advance payment determination in accordance with point 5.4.3. of the GTCs. In such a case the Broker shall also determine the date by which the Client shall be obliged to deposit the newly-established advance payment in the account. Should the Client fail to deposit the newly-established advance payment within the period stipulated by the Broker, the Broker shall not be obliged to execute the Instruction until the advance payment is deposited.

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

**5.5.6.** If the Broker carried out the purchase of a dematerialised S/FS based on the Client's Instruction despite the Client failing to meet their obligations regarding the advance payment, the Broker shall not be obliged to transfer the dematerialised S/FS, the purchase of which it arranged, to the S/FS account until the payment is made in full of all the Broker's financial claims resulting from the Consignment Agreement.

**5.5.7.** If the Broker arranges for the purchase of a documentary S/FS for the Client which was issued, the documentary S/FS shall become the Client's property on the day the documentary S/FS is submitted to the Broker. Unless stipulated otherwise or providing the Terms and Conditions stipulate otherwise, the Broker shall be obliged to submit the documentary S/FS the purchase of which it arranged for the Client, without undue delay and perform all legal acts necessary for the documentary S/FS to become the Client's property, if required by the Securities Act or special legal regulations (e.g. endorsement).

**5.5.8.** If the Broker arranges for the purchase of a documentary S/FS for the Client directly from the Issuer at the time of their issue, such documentary S/FS become the Client's property on the day of its submission to the Broker. In the case of a documentary S/FS issued in the form of a registered security the first owner shall be the Broker. For a documentary S/FS issued in the form of an order security they shall be issued according to the Broker's order. Unless agreed otherwise or unless these Terms and Conditions provide for otherwise, the Broker shall be obliged to promptly transfer ownership of the documentary S/FS, the purchase of which it arranged for the Client, without undue delay to the Client and to take all legal steps necessary to ensure that the documentary S/FS becomes the Client's property, if required by the Securities Act or separate legal regulation (e.g. endorsement).

**5.5.9.** If the Broker arranges for the purchase of a dematerialised S/FS for the Client, the dematerialised S/FS which the Broker purchased becomes the Client's property at the moment the dematerialised S/FS is registered on the S/FS Account. Unless agreed otherwise, or unless the GTCs provide for otherwise, the Broker shall be obliged to assign the purchased dematerialised S/FS to the Broker's security holding account and then without undue delay transfer them to the S/FS account.

Pursuant to the Securities Act the Broker shall report information on the execution of Instructions annually to the Client. The Client agrees that the Broker may provide the Client with information on executed Instructions electronically.

## **5.6. Provision of S or FS sale**

**5.6.1.** Should the Client fail to pay the Broker for receivables incurred in relation to the provision of a S or FS sale, the Broker shall be entitled to offset all receivables resulting from the S or FS sale with the receivables of the Client against the Broker for the payment of the purchase price of the S or FS, the sale of which was arranged by the Broker.

**5.6.2.** Should the Broker provide for the sale of a documentary S/FS for the Client, the Client shall be obliged to submit the documentary S/FS to the Broker together with the Instruction. The documentary S/FS shall remain the Client's property until acquired by a third party. The Broker shall be entitled to take all legal steps as required by the Securities Act and special legal regulations necessary for the transfer of the documentary S/FS, the sale of which is arranged for the benefit of a third person. The Client, by signing the Consignment Agreement, grants the Broker the power of attorney to the extent necessary for undertaking the legal steps stated in the previous sentence. In the event that the S/FS sale fails or the obligation period of the Instruction expires, the Broker shall return the documentary S/FS to the Client without undue delay; the same shall also apply if the Broker executes the Instruction only partially, and in such a case it shall return the unsold documentary S/FS to the Client.

**5.6.3.** The dematerialised S/FS shall remain the property of the Client until acquired by a third party, the sale of which the Broker shall arrange.

**5.6.4.** For the provision of S or FS sale, the provisions of point 5.4.10. of the GTCs shall apply accordingly.

## **6. Mandate Agreement**

**6.1.** Under the Mandate Agreement the Broker as the mandatary shall be obliged to purchase or sell on behalf of the Client as the mandator, and the Client's account, Securities or Foreign Securities pursuant to the Client's Instruction or carry out activities to achieve such a result and for this the Client shall be obliged to pay the Broker a fee. The fee the Client is obliged to pay the Broker for activities in relation to the Mandate Agreement shall be agreed in the Service Charge List. The provisions of points 5.3., 5.4. and 5.5. of the Terms and Conditions shall apply to the Mandate Agreement, and the rights and obligations of the Broker and the Client accordingly.

**6.2.** The Broker shall not be obliged to arrange for the execution of an Instruction in person and may appoint a third party to carry out its execution.

**6.3.** The Broker may deviate from the Instruction if necessary and to do so is in the Client's interest and if the Broker is not able to obtain the Client's consent in time.

**6.4.** The Broker shall be entitled to a fee regardless of whether or not it has sold or purchased the S or FS for the Client or the Broker's activity has achieved such a result.

**6.5.** On the day the Mandate Agreement is terminated all unexecuted Instructions shall be terminated. However, termination of the Mandate Agreement shall not affect an Instruction which under the Terms and Conditions cannot be changed or cancelled, whereas the provisions of the Mandate Agreement and these Terms and Conditions shall apply in the implementation of such Instruction and also the settlement of the rights and obligations of the Broker and the Client.

## **7. Brokerage Agreement**

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

and Client.

**7.2.** The fee the Client shall be obliged to pay the Broker for activities in relation to the Brokerage Agreement shall be agreed in the Service Charge List.

## **8. Agreement on portfolio management**

**8.1.** Under the Agreement on portfolio management the Broker shall be entitled to, even without the Client's Instruction, to arrange for (i) the purchase and sale as well as the initial acquisition of S, FS and other financial instruments, (ii) performing all activities to which the Broker is entitled pursuant to the GTCs regulating the Agreement on portfolio management, and (iii) performing any activities necessary at the Broker's discretion to meet its obligation to manage the portfolio in a manner that provides long-term professional care. Should the Agreement on portfolio management contain restrictions for the controller when managing the portfolio, the Broker shall be obliged to respect such restrictions, the Client in such a case shall take due note of the fact and agree that such restrictions may negatively impact the Portfolio's performance.

**8.2.** The Portfolio consists of:

**a)** All funds transferred by the Client to the account stated in the Agreement on portfolio management, under the assumption that the money transfer order for the funds transfer shall contain Authentication data and Identification data; Authentication data for these purposes shall be understood as the variable symbol of the transfer, which is the Client's date of birth and the Identification data shall be the specific symbol for the transfer, which is the number of the Agreement on portfolio management under which the Broker manages the portfolio to which these funds will be transferred if this is clear, if there is any doubt or the Broker shall come to the conclusion that any data on the Client's money transfer order for the funds transfer does not comply with the Agreement, the Broker shall be entitled to, at its own discretion to:

**i.** Credit such funds to the Portfolio based on the Agreement the number of which is identical to the Identification data stated on the money transfer order if the Authentication data is wrong or is missing,

**ii.** Credit such funds to the Portfolio based on the Agreement of the Client whose date of birth is identical to the Authentication data stated on the money transfer order, if the Identification data is wrong or not stated, in the case that the identified Client signed more Agreements on portfolio management with the Broker, the Broker shall be entitled to credit such funds to any of the agreements,

**iii.** Credit such funds to the Portfolio based on the Agreement, if it is clear that the Authentication data and Identification data were mixed up,

**iv.** Transfer such funds back to the Client's account:

**b)** All funds resulting from portfolio management including any revenues and performance obtained in connection with S, FS and other financial Instruments being part of the Portfolio;

**c)** All S, FS and other financial Instruments obtained on the basis of and in connection with the Portfolio management by the Broker for the Client.

**8.3.** The Broker shall be entitled to:

**a)** Use the financial assets which are part of the Portfolio for the purposes of Portfolio management,

**b)** Use S, FS as well as financial Instruments which are part of the Portfolio for the Portfolio management,

**c)** Use any payments, including any revenues and performance resulting from the Portfolio management to carry out Portfolio management, unless the Broker and Client agree otherwise,

**d)** To perform Portfolio management activities in relation to the Client's account and the account of other Clients, and if it's not possible to perform all transactions for the same price while carrying out mass Portfolio management, the Broker shall ensure that all Clients are charged a reasonable price in line with the price that the Broker has been able to obtain through mass Portfolio management and that one Client is not benefitting to the detriment of another.

**8.4.** The fee for Portfolio management does not include the costs or fees incurred by the Broker in connection with Portfolio management, which mainly are (i) fees paid by the Broker to a third party for the initial acquisition, the purchase and sale of S, FS or other financial instruments, (ii) the price for which the S, FS or other financial instruments were acquired or bought by a third party.

**8.5.** The Client shall be mainly obliged to:

**a)** Transfer sufficient funds to the account specified in the Agreement on portfolio management within the time stipulated by the Agreement on portfolio management;

**b)** Ensure enough funds are in the account pursuant to a) above to meet obligations resulting from the Agreement on portfolio management to cover the settlement of all debts resulting from the Agreement on portfolio management;

**c)** Prior to the conclusion of the Agreement on portfolio management or at its conclusion, to provide the Broker with all information required by the Broker in order to meet all legal requirements;

- d)** Cooperate with the Broker and provide all assistance necessary to allow the Broker to provide Portfolio management;
- e)** Provide the Broker with all information needed to make investment decisions in connection with Portfolio management and inform the Broker of any changes in data provided by the Client to the Broker in connection with Portfolio management;
- f)** Inform the Broker of any information which comes to light during activities carried out under the Agreement on portfolio management which may affect the Broker's ability to meet its obligations resulting from the Agreement on portfolio management or which may be important for the Broker in making decisions in connection with the Agreement on portfolio management;
- g)** At the Broker's request, submit documentation within the stipulated period deemed useful for Portfolio management meeting all requirements and in a form stipulated by the Broker;
- h)** Carry out tasks relating to the Portfolio via the Broker only and refrain from any such activities and the application of any rights in any way related to the Portfolio without the Broker;
- i)** Refrain from any action related to the sale, purchase, transfer, and loan of S, FS as well as other financial instruments in the Portfolio except in cases where such actions are performed via the Broker;
- j)** Refrain from registering the transfer and transition of S, FS and other financial instruments which are part of the Portfolio;
- k)** Not transfer S, FS or other financial Instruments which are part of the Portfolio within the territory of a state determined by the Broker and distributed via Publication, nor to a person who is a resident of a state determined by the Broker and distributed via Publication;
- l)** Not to encumber the Portfolio with any third-party rights or grant any right to the Portfolio to a third party with the exception of the third-party granted power of attorney by the Client;
- m)** Deposit any revenues from S, FS as well as any other financial Instruments to the account.

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

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

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

**8.9.** The Client hereby appoints the Broker to perform any deed on behalf of the Client and to his/her account related to the Portfolio management in any way, especially to:

- a)** Open the S/FS account on the Client's behalf in its records, at the Foreign depository or a third party and conclude all contractual relationships related thereto;
- b)** Carry out any activity related to the sale, purchase, transfer, transit and loan of S, FS and other financial instruments;
- c)** Carry out any activity related to the registration of transfer and transit of S, FS and

other financial instruments;

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

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

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

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

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

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

## **9. S/FS management**

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

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

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

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

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

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

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

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

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

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

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

**9.12.** Corporate actions on underlying S/FS are available at: [www.cornhillmanagement.eu/en/corporate-actions](http://www.cornhillmanagement.eu/en/corporate-actions)

## 10. Investment advice

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

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

## C. FINAL SECTION

### 11. Confidential information and protection of personal data

**11.1.** 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.

**11.2.** The Broker may pass Confidential Information to third parties only in the following cases, to the extent and under conditions as:

- a)** set forth in generally binding legal regulations, or in valid decisions of courts or other administrative authorities,
- b)** set out in the GTCs, or in Agreements,
- c)** stated in the Client's written consent given to the Broker.

**11.3** The Client hereby expressly agrees that the Broker may

- a)** process the Client's Personal Data for the purpose of administration of the contractual relationship between the Client and the Broker or a member of the Broker Group and for the purposes relating to the Broker's business operations 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, 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;
- b)** transfer Personal Data outside the territory of the Slovak Republic, provided that the country to which the Personal Data is transferred guarantees adequate protection, and the Broker shall advise the Client of such steps via Publication; if the Broker transfers Personal Data to countries where adequate protection is not ensured, the Broker

undertakes to act in accordance with the Personal Data Protection Act 122/2013 Coll., as amended or with legislation that will later supersede Act 122/2013 Coll.;

**c)** on the basis of a personal data processing agreement, provide the Client's Personal Data to a third party or authorise a third party to process the Client's Personal Data, including 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 via Publication;

**d)** 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 Publication;

**e)** process the Client's Personal Data for the purpose of marketing or marketing surveys; and this to the extent necessary for performing some of the purposes listed in this point of the GTCs.

**11.3.** The consent given by the Client under point 11.3. of the GTCs shall apply for as long as the purpose of processing the personal data lasts.

**11.4.** The Client may withdraw his/her consent in writing, if the Broker breaches the conditions set forth in points 11.2. and 11.3. of the GTCs.

**11.5.** If the Client provides the Broker with the personal data of another natural person (private individual) pursuant to the Personal Data Protection Act 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 (private individual) to pass the personal data of this person to the Broker for processing to the extent set forth in these GTCs.

**11.6.** 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 it cooperates on condition that third parties are capable of ensuring protection of Confidential Information from misuse.

**11.7.** The Client agrees that the Broker may provide information to the extent of Confidential Information and documents on the Client's failure to fulfil his/her obligations to the Broker to a third party who has received the Broker's written power of attorney to recover these liabilities.

**11.8.** The Client agrees that the Broker may provide Confidential Information to third parties who are authorised by the Broker to fulfil its statutory or contractual duties as well as to third parties who have received the Broker's form of proxy to represent the Broker in lawsuit settlement proceedings.

**11.9.** The Client agrees that the Broker may, for the purpose of administration of registration records under a special regulation, hand over to a third party any documents on the Client's Broker Business including Agreements, documentation related to Agreements and recordings of communication between the Broker and the Client.

**11.10.** 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 the Broker with services enabling the Broker to perform services.

**11.11.** The Client agrees that a third party, which has received Confidential Information from the Broker, may disclose that Confidential Information to an extent necessary to third parties under the following conditions:

- a)** if disclosing such information is necessary for the third party to fulfil obligations set out under an agreement between the third party and the Broker;
- b)** if such a third party binds the recipients of the Confidential Information to protect the Confidential Information at least to the same extent to which the third party provider of the Confidential Information themselves is bound to protect such information.

**11.12.** The Client is responsible for keeping information of a confidential character which he/she obtained in relation to the contractual relationship between themselves and the Broker. The Client may not pass such information to any third party without the prior written consent of the Broker.

### 12. Communication

**12.1.** 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.

**12.2.** The Broker may require that copies of an original document submitted by the Client are officially legalised.

**12.3.** The Broker may require that in the event that the Client submits any document to the Broker in other than the Slovak or Czech languages, the Client shall ensure

the official translation of such a document into the Slovak language and provide certification of such to the Broker. Certification should include the translator's written declaration that this is in fact a true and accurate translation along with their contact details and the translator's member identification number of any translation society or regulatory body that the translator belongs to. In this case the Broker shall use only the relevant Slovak translation and is not obliged to check whether or not this translation corresponds to the original language version.

**12.4.** The Client shall also agree with the Broker on the provision of information in permanent media other than document form, especially in the form of CD, DVD media or other suitable media.

**12.5.** By concluding the Agreement, the Client shall agree with any information being provided to him/her 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 in which the original information was conveyed to the Client.

**12.6.** If the Broker discovers a mistake in any confirmation, report or other certificate which the Broker sent to the Client, it shall inform the Client thereof without undue delay.

**12.7.** The Client shall be obliged to, after acceptance, check confirmations, extracts, reports, notices and other documents which the Broker has sent to the Client. The Client shall be also obliged to verify whether all Instructions which were submitted by the Client or on his/her behalf, were executed by the Broker. Should the Client discover any mistake, he/she shall inform the Broker thereof without undue delay. The Broker shall rectify these mistakes without undue delay.

**12.8.** 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 where the Client fails to inform the Broker in writing that he/she disagrees with the contents within fourteen days of their delivery to the Client.

### **13. Delivery**

**13.1.** 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).

**13.3.** In personal delivery of documents (which also includes messenger delivery, collection of a document by the Client from the Broker), a document is considered delivered upon handover; while in the event that the addressee refuses to accept such a document, this is also considered as a handover.

**13.3.** In document delivery by post, mail is regarded as delivered on the third day after dispatch to a destination within Slovakia and on the seventh day after dispatch abroad, even when the addressee is unaware of this, or the document 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 delivered at the moment the message that they have been sent is printed, in sending documents by e-mail, documents are considered delivered at the moment the message that they have been sent is received.

**13.4.** 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 telephone number known to the Broker is regarded as duly executed.

**13.5.** 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 incurred as a result of the non-delivery of documents.

### **14. Instructions**

**14.1.** Should the Terms and Conditions not provide for otherwise, or if not agreed in the Agreement otherwise, the Client shall issue his/her Instructions in writing.

**14.2.** The Client shall issue the Instructions for services in writing using a form drawn up or supplied by the Broker. The Broker shall have the right to refuse an Instruction which is not issued on a form provided by the Broker. The Broker shall not be responsible for damage incurred as the result of a failure to provide Services for this reason.

**14.3.** The Client may also place the Instruction by electronic mail or facsimile transmission, i.e. sending an e-mail to the address [administration@1cornhill.com](mailto:administration@1cornhill.com) or sending a fax message to the phone number 00421232222699. 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 via Publication signed by the Client and including Authentication data. The Broker shall,

in reasonable cases, reserve the right not to accept the Instruction by e-mail or facsimile transmission, and the Broker shall be obliged to inform the Client of this immediately.

**14.4.** The Instructions must be legible, clear and understandable, may not be crossed out, transcribed, in any way altered, or otherwise modified. The Broker may refuse Instructions that do not satisfy the conditions stated in this point. The Client should submit any changes in the Instruction as a new Instruction to the Broker.

**14.5.** The Client shall also supply with the Instruction any other documents as stipulated by the Securities Act, other legal regulations, Terms and Conditions, or Agreements, either as originals or authenticated copies. The Broker shall reserve the right to refuse provision of Services in the event that any or all documents necessary to carry out the relevant activities are not supplied.

**14.6.** The Broker shall accept the Client's Instructions or those of a person entitled to act on behalf of the Client or another person entitled according to the generally binding legal regulation to submit such an Instruction if they have no doubts about their identity. A person other than the Client or an entitled person shall be entitled to act solely on the basis of power of attorney with an officially certified signature to the extent and under the conditions accepted by the Broker.

**14.7.** The Client shall ensure that an Instruction given to the Broker is:

- a) clear, understandable, correct and accurate,
- b) delivered to the Broker (in a manner agreed by the Broker and the Client),
- c) in compliance with the provisions of applicable generally binding legal regulations,
- d) in compliance with principles of fair trade or good ethics.

**14.8.** The Broker shall execute the Instructions in the order they are delivered with the exception of any Instruction changes and cancellations which shall be performed as a preference. The Broker is not obliged to verify the correctness, accuracy and completeness of data stated by the Client in the Instruction.

**14.9.** The Broker executes Instructions in due time reflecting their character and complexity, in accordance with relevant business practice and generally binding legal regulations and depending on the functionality of the Broker's technical system, regulated markets and other markets. The Broker may determine special conditions for the delivery and execution of Instructions before the end of a calendar year. Notification of these special conditions shall be made by the Broker via Publication.

**14.10.** The Broker shall not be liable for the consequences of the execution of an Instruction. The Client shall compensate the Broker for any damage or costs related to this Instruction or failure to execute the Instruction which shall be incurred by the Broker in relation to such Instruction or in relation to such Instruction not being executed in compliance with the Terms and Conditions.

**14.11.** Unless not agreed otherwise in writing, the Instruction shall expire:

- a) At the end of its period of validity,
- b) When the Broker has met its obligations under the Instruction,
- c) by Agreement termination.

In the case of an Instruction related to the Agreement on Portfolio management the Instruction shall terminate on the first Business day following the delivery of notice from the Client of the Instruction's cancellation, unless the Broker has not begun execution of the Instruction.

**14.12.** Under the Broker's obligation to exercise caution when carrying out business so as to not endanger the stability of the financial market as well as the Broker's obligations resulting from legal regulations to prevent money laundering the Broker shall be entitled to refuse the execution of an Instruction which fails to meet the requirements stated in the Terms and Conditions and the execution of which could affect financial market stability or breach legislation on the prevention of money laundering. The Broker shall also be entitled to refuse an Instruction if there are not sufficient funds in the Portfolio to cover costs related to the Instruction's execution and the Broker's fee to which the Broker is entitled in accordance with the Terms and Conditions or the Agreement on portfolio management, or if the Broker is prevented from carrying out the Instruction due to extraordinary circumstances.

**14.13.** If, due to unclear legal regulations or other reasons, the Broker has doubts as to whether the person giving the Instruction is entitled to do so, the Broker shall be entitled to refuse to execute the Instruction until acceptable proof of such entitlement is provided.

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

- a) Refusal to execute an Instruction if that refusal is in compliance with the provisions of the Terms and Conditions,
- b) Execution of an Instruction which did not meet the conditions stated in the Terms and Conditions,
- c) Failure to execute the Instruction or partial failure to execute the Instruction providing its non-execution or partial non-execution was as a result of even a partial failure of the technical system of any of these entities: Foreign depository, regulated market, multilateral business system, Broker, other person which shall participate or participates at the Instruction execution,
- d) Failure to provide Services or partial failure to provide Services on condition the

failure to provide Services or partial Services occurred in compliance with the Terms and Conditions,

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

**14.15.** The Client shall reimburse the Broker for any damage, alleged claims or costs, including costs of legal help which may be incurred by the Broker as a result of an incorrect Instruction.

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

## 15. Client Obligations

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

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

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

**15.4.** The Client shall be obliged to provide the Broker with all information required by the Broker in relation to the provision of Services, especially information necessary for the Client's categorisation, execution of the test of suitability and adequacy (Section 73f and 73g of the Securities Act), as well as the Broker's other obligations under legal regulations within the periods agreed by the Client and the Broker, stipulated by legal regulations or determined by the Broker. The Client declares that all data submitted to the Broker in connection with the contractual relationships between the Broker and the Client, especially in relation to the Client's categorisation 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 15.9. of these GTCs, and submit the documents to the Broker giving proof of changes at the Broker's own discretion to a sufficient degree, these changes and other information which the Broker required in relation thereto. The changes shall become effective for 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 without sufficiently provable documents and supplemented with data required by the Broker.

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

**15.6.** The Client declares that he/she is not a resident of the countries determined by the Broker and distributed via Publication, and he/she shall be obliged to inform the broker without undue delay on becoming a resident of the state determined by the Broker and distributed via Publication or if the Client discovers that the person for which the S, FS or other investment Instruments are being held under the Agreement, is to become a resident of a country determined by the Broker and distributed via Publication.

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

**15.8.** The Client shall be obliged to compensate the Broker for damage arising as a result of the fact that (i) the Client fails to meet any obligation under the Agreement or the GTCs duly and timely, (ii) any of the Client's statements to the Broker shall prove to be false or incomplete or (iii) any information provided by the Client to the Broker in connection with the provision of Services shall prove to be false, especially information provided to the Broker in accordance with point 15.9. of the GTCs.

**15.9.** The Client shall take due note of the fact that in accordance with and under

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

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

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

**ab)** Should the Client provide the Broker with requested information and the Broker after its assessment states that a certain Service, or financial instrument are not suitable for the Client, (i) the Broker shall be obliged to request from the Client a written statement in a form and with content determined by the Broker that the Client was warned of the unsuitability of a certain Service or financial instrument for the Client and also (ii) the Broker shall be entitled to refuse the execution of any Instruction from the Client. Should the Client refuse to provide the Broker with such a written statement, the Broker shall be entitled to refuse execution of the Client's Instruction.

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

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

**15.10.** During and upon conclusion of the contractual relationship, the Client shall be obliged to inform the Broker in writing of any facts which may lead to the Client being considered to be a 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. Should the Client fail to inform the Broker of such facts, the Broker shall consider the Client to not be a politically exposed person.

## 16. The Broker's Obligations

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

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

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

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

**16.3.** The Broker shall check whether the documents it is obliged to accept based on the Agreement with the Client or the Instruction of the Client correspond to the contents of the Agreement or the Instruction. The Broker shall not be liable for the authenticity, validity and transaction of such documents.

**16.4.** The Broker shall not be liable for damages arising due to the actions of domestic or foreign authorities or courts, refusal or late granting of necessary permits by the authorities, due to force majeure, uprising, revolution, civic unrest, war or natural disasters or as a result of events outside the Broker's control. The Broker shall not be liable for damages as a result of failure of telecommunications services provided to the Broker by third parties.

**16.5.** The Broker shall not be liable for damages originating as a result of events under the control of the Client or events for which the Client shall be liable or damage incurred as a result of a failure to meet or delay in meeting any obligation the Client has towards the Broker.

## **17. Offsetting**

**17.1.** Under the Broker's legal obligation to exercise caution when acting as a stock broker to avoid potential risk to the financial market, the Broker shall be entitled to offset any of its receivables from the Client against any of the Client's receivables from the Broker irrespective of whether they exist currently, are hereafter arising, due now, due later, subject to realisation of pledge, time barred or not time barred.

**17.2.** The Broker shall also be entitled to offset receivables denominated in different currencies, even if the currencies are not convertible, at a rate of exchange determined by the European Central Bank in the usual manner and in accordance with normal market practice.

**17.3.** Unless agreed otherwise, a Client who is not a consumer pursuant to special legal regulations shall not be entitled to unilaterally offset his/her receivables from the Broker against any of the Broker's receivables from the Client. The Broker shall not refuse consent to offset without cause.

**17.4.** The Broker shall notify the Client of an offset in advance and shall make all reasonable efforts not to cause damage nor disproportional problems to the Client; such procedure shall not derogate or infringe on the Broker's rights and interests or prevent or endanger the right to offset.

## **18. Charges, compensation, costs**

**18.1.** The Client is obliged to compensate the Broker for Services carried out by the Broker by paying Charges determined in the Service Charge List with effect on the day the Service is provided or the charges agreed upon in the Agreement or in the Instruction.

**18.2.** The Broker shall not be obliged to provide any Services unless the Client pays the Fee for the Service. The Broker shall not be liable for damages incurred by not providing the Service to the Client as a result thereof.

**18.3.** Unless otherwise agreed between the Client and the Broker, Charges are payable on the day stated in the Service Charge List, and if such a Charge is not present in the Service Charge List, then the Charges are payable on the day the Service is carried out. The Broker's Receivables corresponding to the Charges are payable on the stated date.

**18.4.** The Broker is entitled to change the Service Charge List or any other valid list of charges and fees of the Broker at any time to reflect changes in the Broker's business policy, developments on financial and capital markets and changes in legal regulations. The Broker shall make a change in the Service Charge List or any other valid list of charges and fees of the Broker and distribute via Publication. A change in the Service Charge List shall take effect on the date of Publication of the changed section or of the full text of the Service Charge List or any other valid list of charges and fees of the Broker. The Client agrees and acknowledges, that the Broker is entitled to change any list of charges and fees of the Broker that forms a part of an Agreement, whereby such list of charges and fees shall be valid from the date of its signing until a change of such list of charges and fees becomes effective by Publication, after the Publication provisions of the new valid list of charges and fees of the Broker shall become applicable.

**18.5.** A Client who is defined as a consumer in special regulations, is entitled to withdraw the Agreement in writing within 15 days from the day when the Service Charge List becomes effective. If the Client does not withdraw the Agreement within the said 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 of the day when notice of the withdrawal was delivered to the Broker, all outstanding receivables which arose prior to the withdrawal of the Agreement.

**18.6.** Unless otherwise agreed by the Client and the Broker, the charges are calculated in EUR currency.

**18.7.** Apart from the Broker's fee in the form of charges, the Client shall be obliged to pay the Broker all incurred expenses and costs related to the provision of Service and meeting of obligations based on the Agreement. The costs and expenses of the Broker shall not be part of the charges for the Broker unless stipulated otherwise in the Service Charge List or the Agreement.

**18.8.** The Client shall be obliged to, without undue delay, upon the Broker's request reimburse the Broker for all damage and expenses, including expenses for the Broker's legal representation in connection with

**a)** A breach of contractual obligation of the Client towards the Broker or resolution of a dispute between the Broker and the Client, especially in relation to the Broker's claims on payable liabilities against the Client, or

**b)** Court proceedings or an out-of-court settlement in which the Broker shall participate in connection with the court proceedings or a dispute between the Client and third parties.

**18.9.** 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)** A change in the situation on the market,

**b)** In the case of a Client who is not a consumer pursuant to 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, change in its interpretation or change in market which occurred after conclusion of the agreement between the Client and the Broker or by Service provision.

**18.10.** In the event that the Client shall fail to reimburse Charges to the Broker in due time, the Broker shall be entitled to debit such Charges to another account held by the Client or at any time when transactions are carried out on the relevant account. If it is not possible to reimburse the receivable of the Broker against the Client using any of the above methods, the Broker shall demand from the Client in writing payment of the outstanding Charge within 30 days from the date of dispatch of a written request for such and at the same time the Client will give notice of his/her intention to sell S/FS to the extent necessary to reimburse due Charge. If the Client should fail to comply with the Broker's request, the Client expressly authorises 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 of such a procedure, unless agreed otherwise. The Broker shall process the sale of the S/FS at its own discretion taking into account the legitimate interests of the Client.

**18.11.** The Broker shall advise the Client that the Client has a right to be informed of the existence, character and level of charges, commission or non-monetary compensation received or rendered by the Broker. The Broker shall notify the Client that commissions payable by the Broker may be connected to the provision of an investment service or ancillary service to the Client. The Broker shall notify the Client that an annual remuneration in the amount of 0.75% of the value of the S, FS or other financial instruments may be payable to an Intermediary. The Broker may also receive remuneration for the execution of transactions for Clients in the amount of 0 – 1.5% per annum of the value of the investment, the exact percentage depending on the type of S, FS or other financial instrument and the account where the Broker holds the Client's S/FS account. The Broker declares that receipt of any monetary or non-monetary compensation does not interfere with the Broker's obligation to act in the interest of the Client.

## **19. Miscellaneous provisions**

**19.1.** The Client declares that all funds used by the Client in connection with provision of the Service are their property and that the Service is being provided for the Client alone. This declaration is considered true and applies each and every time a Service is provided, unless the Client declares otherwise in writing. If the funds used by the Client in relation to the Service are not those of the Client, the Client undertakes to deliver to the Broker a written declaration from the owner of the used funds, as well as consent for their use.

**19.2.** The Broker shall have the right to refuse an Instruction execution and not provide a Service if it suspects the Client is involved in any way in activities which breach the Anti-Money Laundering and Counter-Terrorism Financing Act as amended. The Broker shall not be responsible for damages to the Client resulting in a failure to carry out the Service or failure to execute the Instruction as a consequence thereof.

**19.3** If a situation arises on the financial market which would substantially affect the Service, due to political, economic or other reasons, which the Broker cannot influence in any way and because of which the Broker's execution of the Instruction becomes more expensive than at the time when the Agreement was concluded, or the Broker's execution of the Service becomes impossible, the Broker shall be entitled to halt or completely stop any Service for the Client.

**19.4.** By signing the Agreement the Client gives his/her 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 subject to a similar investment strategy. The Broker shall be entitled to replace the financial instruments selected by the Client

in the Agreement with other financial instruments also in the event of a termination of cooperation with introducers. The Client gives his/her consent to the procedure in the events referred to in this point 19.4. and at the same time gives the Broker an Instruction.

**19.5.** The Broker shall in the cases referred to in point 19.4. inform the Client of the chosen procedure in writing, whereby the Client shall be entitled to give notice of his/her disagreement within 30 days from the date of receipt of such notification of the chosen procedure, otherwise the actions of the Broker according to point 19.4. following the elapse of the 30 day period shall become effective. If the Client expresses his/her disagreement with the procedure in writing in accordance with point 19.4., 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 by the Client due to the loss of benefits associated with the Product.

**19.6.** By signing the Agreement the Client expresses his/her consent to the use of funds and financial Instruments entrusted by the Client to the Broker, by the Broker for its own benefit and the benefit of third parties. By concluding the Agreement, the Client confirms that he/she is familiar with the Broker's Strategy of Instruction Execution and the Broker's Strategy of executing the Instructions, has understood them and gives his/her consent therewith. By concluding the Agreement he/she also gives his/her consent to the combining of an Instruction given to the Broker with Instructions of third parties, taking into account the fact that the Client was informed of potential negative consequences of such action in relation to the Instruction execution.

**19.7.** The Client shall have no claim for provision of a Service. If a Service was provided to the Client, the Client shall not be therefore entitled to the provision of any other Service.

**19.8.** Accounting and other records kept by the Broker in connection with the contractual relationship between the Broker and the Client shall always take precedence in the event of any discrepancies between the Broker and the Client in relation to all matters affected by those discrepancies.

**19.9.** Unless agreed otherwise in the Agreement between the Broker and the Client, each and every Agreement shall be concluded for an indefinite period of time. Both the Client and the Broker may terminate any Agreement without giving a reason. Unless agreed otherwise in writing, the notice period shall be three calendar days when the Agreement is terminated by the Broker. Unless agreed otherwise in writing, the notice period shall be one calendar month when the Agreement is terminated by the Client. Should the Client, as of the day of the Agreement termination by means of notice given by the Client, fail to settle all liabilities against the Broker, the notice period shall be extended until complete settlement.

**19.10.** 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 GTCs shall be governed by the Reclamation Rulebook which shall be determined by the Broker and distributed via Publication.

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

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

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

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

**19.15.** 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.

**19.16.** The Broker shall have the right to unilaterally transfer the rights and obligations of the Broker resulting from the Terms and Conditions hereof as well as from other contractual documentation between the Broker and the Client governed by these Terms and Conditions to another licensed legal entity established in a Member State of the European Union with similar business activities, at the cost of the Broker, but only provided that the transfer of rights and obligations shall not lessen the Client's protection as a consumer (investor), while at the same time the Client's existing

benefits are retained (in particular those relating to tax and fees), which the Broker provided to the Client. The Broker shall inform the Client in writing of any intention of assigning the rights and obligations with induction of date of cession and the Client shall have 30 days from the date of receipt of such notice to give notice of their disagreement, otherwise the cession shall be effective as of that date. If the Client gives notice in writing of their disagreement with the cession of rights and obligations, the contractual relationship between the Broker and the Client may be terminated by the Broker in writing with a one month notice period. In such a case the Broker shall not be liable for any damages the Client may incur due to the loss of benefits that the Client received by investing through the Broker. The Broker shall be entitled to provide confidential information and the Client's personal data to other licensed legal entities in connection with the cession of the rights and obligations.

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

- a) changes in legal regulations, or
- b) developments on financial or capital markets which may without prejudice have an impact on the provision of the Service or the conditions of its provision, or
- c) changes in technical ways to provide the Service, or
- d) ensuring due care in the performance of the Broker's activities, or
- e) improving the quality of and/or the simplification of the provision of the Service or enhancement of the range of offered Services.

The Broker shall determine the current wording of the GTCs as well as relevant changes to the particular conditions of an Agreement and distribute via Publication. The Client may express his/her disagreement with such a change by a written notice delivered to the Broker within 15 days of the distribution of such a change via Publication; in the event that a number of participants are acting on behalf of the Client, any of them may express their disagreement with such a change. Otherwise, the amendments and supplements shall take effect on the day specified in them, if, after the Publication of the GTCs, or the particular conditions 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 the situation, it is obvious that he/she wishes to continue with the existing contractual relationship with the Broker, or (iii) confirms by his/her actions that he/she is familiar with the wording of the amended or supplemented GTCs or the particular conditions of an Agreement. If the Client expresses disagreement with such a change within the above time limit and if no agreement is reached, the Client may terminate his/her contractual relationship with the Broker with immediate effect; in the event that a number of participants are acting on behalf of the Client then any of them may terminate the contractual relationship with the Broker with immediate effect and such termination applies to all participants. Likewise the Broker may terminate its contractual relationship with the Client with immediate effect and declare the Broker's receivables from the Client immediately payable.

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

**19.19.** The GTCs shall take effect on July 1<sup>st</sup>, 2016. All contractual relations established between the Client and the Broker after this date shall be subject to the GTCs, unless otherwise stated in them.