

1. Fundamental provisions

- 1.1 This Warranty Claim Order regulates all legal relations arising between the Client and the Broker under and in relation to the assertion of clients' warranties stated in Point 1.5 of this Warranty Claim Order to the Broker, which relates to the quality and correctness of services provided to the clients by the Broker under and in connection with the Contracts concluded between the Broker and the Client, mainly procedures and time limits for handling these claims, method of payment of costs relating to these claims and any other legal relations.
- 1.2 This Warranty Claim Order is part of Business Conditions of International Investment Platform, o.c.p., a.s., for the provision of investment services as well as business terms and conditions issued by the Broker for individual Product and Service types.
- 1.3 To the extent to which the provisions of Business Conditions or business terms and conditions issued by the Broker for individual Product and Service types differ from the provisions of this Warranty Claim Order, the provisions of these business conditions shall take priority over individual provisions of this Warranty Claim Order.
- 1.4 Terms written in capital letters used in this Warranty Claim Order shall have the meaning as defined in the Business Conditions or specific business terms and conditions for individual Products and Services, unless otherwise specified by this Warranty Claim Order.
- 1.5 The Broker and the Client have agreed that the warranty claim as stated in this Warranty Claim Order is understood as a claim of right of liability for defects of Products and Services to the Broker in the time limits specified by this Warranty Claim Order (hereinafter referred to as "Warranty claim").

2. Procedures and time limits of warranty claim handling

- 2.1 The Client is entitled to the warranty claim at the point of sale or headquarters of the Broker. If the conditions referred to in Point 2.4 thereof are fulfilled, the Client shall also have the right to claim the warranty via Infoline service.
- 2.2 The Client is obliged to the warranty claim to the Broker in a manner specified in Point 2.4 of this Warranty Claim Order, not later than six months from the date on which the Client had the possibility to learn the facts which constitute the subject of the claim, or the date when he had the possibility to discover the defect or to view the thing, unless the Broker and the Client explicitly agreed otherwise. In case the generally binding legal regulation stipulates a longer period of liability for defects in goods and services provided by the Broker, other than the period specified in the first sentence of this Point and if such a rule cannot allow the parties to agree on a different time, as laid down by this rule, the Client is obliged to claim for such defects to the Broker within the time limits specified in this regulation.
- 2.3 Unless the Client shall claim the defect to the Broker within the time limit specified in Point 2.2 of this Warranty Claim Order, the right of liability for defects shall expire.
- 2.4 The Client is obliged to file the Warranty claim in writing with own signature delivered to the Broker via the postal service / courier, fax, e-mail, personally or via Infoline service, provided that the Broker does not have any doubt about his identity. In his Warranty claim the Client is obliged to state definitely, clearly, correctly and precisely all claimed defects, which he has objections to and to

prove these statements in a credible way, mainly by submitting the legally relevant documents, which he is obliged to procure at his own expenses. The Client is in the Warranty claim obliged to state the rights he asserts to the Broker, whereby such Client's right for liability for defects is primarily the right to elimination of defects.

- 2.5 If the Client fails to meet the obligations set out in Point 2.4 thereof, the Broker is not obliged to deal with the Warranty claim and examine the justification of his claim, unless the Client removes defects of this claim or unless stated otherwise by special regulation. When the Client removes defects of his claim, from this moment the time limits specified in Point 2.7 thereof shall begin.
- 2.6 The Client is obliged to give the Broker all the assistance needed to clarify the claim, if he refuses to assist in justification of the claim; the Broker is not obliged to carry out any further examination of the claim and any further investigation of justification of the Client's claim.
- 2.7 If it is not possible to decide on justification of the claim immediately or within the three business days in more difficult cases after assertion of the claim by the Client, the Broker is entitled to carry out next examination of the Claim and the expert analysis of defective goods, whereas the final settlement of the claim shall not exceed thirty calendar days, in more complex cases sixty calendar days, unless otherwise stated or otherwise agreed.
- 2.8 The Broker shall confirm the acceptance of the Client's claim. The Broker shall issue a written certificate to the Client about the manner of claim settlement within the time limits stated in Point 2.7 thereof. The Broker shall issue this written certificate to the Client, even if the Broker fails to satisfy the claim to the full extent at the assertion of the Client's claim.

3. Costs relating to the settlement of the claims

- 3.1 Unless otherwise stated in this Warranty Claim Order, all costs relating to the handling of the claim, irrespective of, whether the claim is justified or not, are settled by the Broker.
- 3.2 The Broker is not obliged to follow the provisions of the point 3.1. thereof, if the Client's filing does not qualify as Warranty claim. This particularly entails Client's filing that does not claim defects caused by the Broker.

4. Final provisions

- 4.1 The Broker and the Client have agreed that all other legal relations between the Broker and the Client, not expressly stated therein, shall comply with relevant provisions of the individual Agreements concluded between the Broker and the Client, relevant provisions of the business terms and conditions issued by the Broker and relevant provisions of the Securities Act, provisions of the Commercial Code and other relevant legal regulations in force in the territory of the Slovak Republic, and in the order as stated.
- 4.2 The Broker shall be entitled to unilaterally change or amend this Warranty Claim Order (whereby change shall mean any partial or whole replacement of the Warranty Claim Order by a recent Warranty Claim Order) on grounds of:
- Changes in legal regulations, or
 - Development in the securities and investment services market or capital market, that is objectively capable to affect the provision of the Products and/or Services or conditions for

processing Warranty claims related to the provision of Products and/or Services, or

- c) Changes of technical means for providing the Products and/or Services or processing Warranty claims, or
- d) Providing for secure functioning of information a/or business system, or
- e) Providing for cautious business enterprise of the Broker and maintaining stability of the financial system, or
- f) Improvement of quality and simplification of provision of Products and/or Services or processing Warranty claims.

The Broker will determine the actual wording of the Warranty Claim Order by publication no later than 15 calendar days before the changes come into effect. The Client has the right to express his disagreement with the change of the Warranty Claim Order by written notice delivered to the Broker no later than 15 days since the change of the Warranty Claim Order has been published.

Otherwise the amendments shall become effective on the date stated therein if the Client (i) performs any acts towards the Broker after publication of the Warranty Claim Order or, if the Client (ii) continues in receiving the services from the Broker, so it is clear, the Client is willing to continue in the Contract with the Broker or the Client confirms (iii) he has understood the amended version of the Warranty Claim Order. Shall the Client disagree with the amendments of the Warranty Claim Order in the specified time limit and the Client and the Broker shall not reach agreement, the Client is entitled to terminate the Contract with the Broker with immediate effect. The Broker is also entitled to terminate the Contract with the Client with immediate effect and declare his claims towards the Client being immediately payable. If the Broker is entitled to make any amendments to the Warranty Claim Order unilaterally as stated in the Warranty Claim Order, the amendment of the relevant condition shall be effective after its publication, unless otherwise stated by the Publication. The Client is entitled, within fifteen days after the publication of an amendment, to terminate the Contract in writing with immediate effect. Unless the Client shall terminate the Contract in the specified time limit, it means, the Client shall agree with relevant amendment.

- 4.3 This Warranty Claim Order shall become effective on 1st September 2020. All contractual relations concluded between the Client and the Broker shall comply with this Warranty Claim Order after the Warranty Claim Order shall become effective, unless otherwise specified by the Warranty Claim Order. After the Warranty Claim Order shall become effective, contractual relations, governed by any previous warranty claim order shall comply with this Warranty Claim Order exclusively. The Client agrees that all previous warranty claim orders and similar documents of the Broker will be fully replaced by this Warranty Claim Order, and all contractual relations be exclusively governed by this Warranty Claim Order, unless stated otherwise herein.