

COMPLAINTS PROCEDURE

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

Article 1

Basic Provisions

- 1.1 These Complaints Procedure Rules of CAPITAL MARKETS, o.c.p., a.s., Slávičie údolie 106, 811 02 Bratislava, Company ID No. 36 853 054, (hereinafter referred to as the “Company” or “Dealer”) govern all legal relationships arising between the Client (including a potential client) and the Company on the basis of and in connection with the submission of complaints by Clients referred to in point 1.5 of these Complaints Rules against the Company, which relate to the quality or correctness of investment services, ancillary services, the performance of investment activities or a combination thereof, and the performance of financial services and activities (hereinafter collectively referred to as “services” and “activities”) which the Company provides to Clients on the basis of Agreements concluded between the Company and the Client, in particular the procedures and time limits for handling such complaints, the method of reimbursement of costs associated with such complaints, and all other related legal relationships.
- 1.2 To the extent that the provisions of the GTC issued by the Company differ from the provisions of these Complaints Rules, the provisions of the GTC shall take precedence over the individual provisions of these Complaints Rules.
- 1.3 Terms written with capital letters used in these Complaints Rules have the meaning defined in the GTC for individual services and financial instruments, unless otherwise stated in these Complaints Rules.
- 1.4 For the purposes of these Complaints Rules, a “Complaint” means a complaint made by the Client and the Client’s assertion of a right arising from liability for defects caused in the provision of services and activities against the Company within the time limits specified in these Complaints Rules (hereinafter referred to as the “Complaint”).

Article 2

Procedures and time limits for handling complaints

- 2.1 The Client is entitled to lodge a Complaint with the Company.
- 2.2 The Client is obliged to lodge a Complaint with the Company in the manner specified in point 2.4 of these Complaints Procedures, no later than six months from the date on which the Client had the opportunity to become aware of the fact that is the subject of the Complaint, or from the date on which the Client had the opportunity to discover the defect, unless the Company and the Client have expressly agreed otherwise. If, in a specific case, a generally binding legal regulation stipulates a longer period of liability for defects in goods or services provided by the Company to the Client than the period specified in the first sentence of this point, and at the same time if such a regulation does not permit the contracting parties to agree on a shorter period, the

Client is entitled to lodge a Complaint regarding such a defect with the Company no later than within the period specified by law.

- 2.3 If the Client fails to notify the Company of this identified defect within the period specified in clause 2.2 of these Complaints Procedures, their rights arising from liability for defects shall lapse.
- 2.4 The Client is obliged to submit the Complaint in writing, bearing their handwritten signature. The written complaint must contain the Client's identification details: name (company name), personal identification number (company registration number), address (registered office or place of business), client account number and the Client's contact details (telephone number), the date and the Client's signature. The Client is further obliged to state in the Complaint, in a clear, comprehensible, correct and precise manner, the facts being contested, together with the relevant dates, figures and amounts, and to substantiate their claims in a credible manner, in particular by submitting legally relevant documents, which they are obliged to obtain at their own expense. The Client is also obliged to state in this Complaint the rights they are thereby asserting against the Company. The Complaint must be delivered to the Company's registered office or sent to the email address info@capitalmarkets.sk.
- 2.5 If the Client fails to fulfil the obligations set out in point 2.4 of these Complaints Rules, the Merchant is not obliged to deal with the Client's Complaint or to examine the validity of the Client's Complaint until the Client has rectified the deficiencies in their Complaint. If the Client rectifies the deficiencies in their Complaint, the time limits set out in clause 2.9 of these Complaints Procedures shall commence from that moment.
- 2.6 The Client is obliged to provide the Merchant with all necessary cooperation to clarify the facts of the complaint; if the Client refuses to provide such cooperation, the Merchant is not obliged to carry out further verification of the Complaint and is not obliged to further examine the validity of the Client's Complaint.
- 2.7 The handling of Complaints against the Company and the monitoring of received and resolved complaints is carried out by the Compliance Department in accordance with the Merchant's Organisational Rules.
- 2.8 The Company collects and verifies all relevant evidence and information relating to the complaint and communicates with the Client in a clear, simple and comprehensible manner.
- 2.9 If it is not possible to decide on the validity of the Complaint immediately after it is lodged by the Client, the Trader is entitled, within the scope of its authority, to carry out a further review of the Complaint and a professional assessment of the defect complained of, whereby the total processing of the complaint should not take longer than 30 calendar days.
- 2.10 If, for objective reasons, it is not possible to resolve the complaint even within the aforementioned 30-day period, the Company is obliged to inform the Client of this fact, stating the reason for the extension of the deadline, the steps taken and the expected date of resolution of the complaint.
- 2.11 The Company shall issue the Client with written confirmation of the manner in which the Complaint has been resolved within the time limits specified in point 2.9 of these Complaints Procedures. The Company shall also issue this written confirmation to the Client even if it does not uphold the Complaint in its entirety at the time the Client lodges the Complaint.

Article 3

Costs associated with handling complaints

- 3.1 Unless otherwise stated in these Complaints Procedures, the costs associated with handling a Complaint shall be borne by the Company, regardless of whether the Complaint is justified or not. This does not include the Client's costs incurred in making the Complaint.

Article 4

Complaints Register

- 4.1 Complaints are recorded in the form of a file kept by the Company, in which the following details are recorded for each case:
- the complaint reference number,
 - the date of receipt of the Complaint,
 - the Customer's identification,
 - the subject of the complaint,
 - the decision on the resolution of the Complaint.
- 4.2 A copy of the letter containing the response to the Complaint and a record of the resolution of the Complaint are also archived under the reference number.
- 4.3 The record of the Complaint's resolution pursuant to paragraph 4.2 must contain the following information:
- the Customer's first name, surname and residential address, if the Customer is a natural person; or the Customer's name or business name and registered office or place of business, if the Customer is a legal person;
 - the subject of the Complaint,
 - the date of receipt of the Complaint,
 - identification of the persons to whom the Complaint relates,
 - an assessment of whether the Complaint was justified,
 - measures taken to resolve the Complaint,
 - date of resolution of the Complaint.

Article 5

Lodging an appeal

- 5.1 If the Customer is not satisfied with the outcome of the complaint resolution, they may lodge an appeal against the outcome within fifteen (15) calendar days of the decision being delivered to the Customer's address of residence/place of business/registered office or any other address provided by the Customer as their delivery address. In this case, a new thirty (30)-day period for processing the appeal shall commence.
- 5.2 The appeal is handled by the Head of the Compliance Department – the Compliance Officer. The Compliance Officer will issue a decision on the outcome of the complaint. The Client or Prospective Client is informed of this outcome in the same manner as when handling a complaint under Article 2, within thirty (30) calendar days of the Company receiving the appeal regarding the resolution of the complaint.
- 5.3 If the Company's position on the complaint in question does not fully satisfy the Client's requirements, the Client has the option of contacting the relevant supervisory authority, which is the National Bank of Slovakia.
- 5.4 The client may submit a request for the initiation of alternative dispute resolution to one of the entities listed in the register maintained by the Ministry of Economy of the Slovak Republic, which can be found on the website www.economy.gov.sk/ pursuant to Section 24(1)(a) of Act No. 391/2015 Coll. on the alternative resolution of consumer disputes and amending certain acts.
- 5.5 In the event that services are provided within the territory of the Czech Republic (e.g. through a branch), the Client, as a consumer within the meaning of Section 2(1) of Act No. 634/1992 Coll., as amended, has the option, in the event of a dispute, (this does not affect the consumer's rights) (i) to bring an action before the competent Czech court, (ii) to file a request for out-of-court dispute resolution within the meaning of the aforementioned Act. The body responsible for out-of-court dispute resolution is the Financial Arbitrator within the meaning of Act No. 229/2002 Coll., on the Financial Arbitrator. Further information on the Financial Arbitrator or on the resolution of consumer disputes through the Financial Arbitrator can be obtained at the Financial Arbitrator's registered office at Legerova 1581/69, Prague 1, 110 00, tel.: +420 257 042 070, email: arbitr@finarbitr.cz and the website <https://www.finarbitr.cz/cs/>. In the case of services provided within the Czech Republic, the client also has the option of contacting the relevant supervisory authority, which in the case of the Czech Republic is the Czech National Bank, either by post to the correspondence address: Na příkopě 864/28, 115 03, Prague 1, by email to: podatelna@cnb.cz, or via the website: <https://www.cnb.cz/cs/verejnost/kontakty/stiznostina-financni-institute/index.html>.

Article 6

Internal monitoring and evaluation of complaints

- 6.1 The Company continuously analyses data obtained during the handling of complaints in order to ensure the identification and resolution of recurring systemic issues and potential operational and legal risks, in particular:

- a) analysing the causes of individual complaints to identify the root causes common to a given type of complaint,
- b) assessing whether such root causes may also affect other processes or products, including those to which the complaint indirectly relates,
- c) where justified, by eliminating these root causes.

Article 7

Final Provisions

- 7.1 The Company and the Client agree that other legal relationships between the Company and the Client not expressly governed by these Complaints Rules shall be governed by the relevant provisions of the individual Contracts concluded between the Company and the Client, the relevant provisions of the GTC, and the relevant provisions of the applicable legislation in force in the territory of the Slovak Republic or the Czech Republic.
- 7.2 The Complaints Procedure does not apply to services provided or activities carried out other than those subject to supervision by the National Bank of Slovakia or the relevant regulator, or to the services and activities of any other entity for which the Company bears no responsibility (even if such activities form the basis of the complaint). In such a case, the Company shall inform the Client of its position on the complaint and explain its position to the Client, even if the Client is not expressly concerned by its services and activities. Where appropriate and within the Company's capabilities, the Company shall provide the Client with details of the entity or supervisory authority responsible for handling the complaint.
- 7.3 Upon request from the relevant national authority, the company shall provide that authority with information on the handling of complaints.
- 7.4 The Company is entitled to amend or supplement these Complaints Procedures at any time due to changes in the Company's business policy or changes in legislation, or in light of developments in the financial market or the legal or business environment, or in the interests of the secure operation of the financial market system or the minimisation of risk. The Company shall publish the current version of the Complaints Procedure on the Company's website at www.capitalmarkets.sk or www.etfobchodnik.com. The Client is entitled to express their objection to an amendment to the Complaints Procedure by written notice delivered to the Company within 30 days of the date on which the Complaints Procedure was published. If this does not occur, the amendments and additions shall take effect on the date specified therein, provided that, following the publication of the Complaints Procedure, the Client performs any act in relation to the Company or continues to receive the Company's services in such a way that it is evident from the situation that they wish to continue the contractual relationship with the Company or, by their actions, confirm that they have familiarised themselves with the wording of the amended or supplemented Complaints Procedure. If the Client expresses their disagreement with the amendment to the Complaints Procedure within the specified period and no agreement is reached, the Client is entitled to terminate their contractual relationship with the Company with immediate effect. Similarly, in such a case, the Company is entitled to terminate its contractual relationship with the Client with immediate effect and declare its Claims against the Client immediately due and payable.
- 7.5 These Complaints Procedures were approved by the Company's Board of Directors on 24 October 2023 and came into effect on 24 October 2023. All contractual relationships entered into between the Client and the

Company from the effective date of these Complaints Procedures shall be governed by these Complaints Procedures, unless otherwise stated herein.

7.6 The Complaints Procedure was approved for the ETFOBCHODNIK brand on 1 June 2026.