

Agreement on the provision of investment services, investment activities and ancillary services

concluded in accordance with Article 58 of Commission Delegated Regulation (EU) 2017/565 of 25 April 2016 supplementing Directive 2014/65/EU of the European Parliament and of the Council as regards organisational requirements and operating conditions for investment firms and defined terms for the purposes of that Directive, as amended (hereinafter referred to as the “Regulation”) and Act No 266/2005 Coll. on the protection of consumers in respect of distance financial **services** (hereinafter referred to as **the “Act on the Protection of Consumers in Respect of Distance Financial Services”**) (hereinafter referred to as the “Agreement”)

Contract documentation number:

ARTICLE 1 DETAILS OF THE CONTRACTING PARTIES

CLIENT

Natural person

First name:	<input type="text"/>	Surname:	<input type="text"/>
Date of birth:	<input type="text"/>	Personal ID number:	<input type="text"/>
Nationality:	<input type="text"/>		

Permanent address / Registered office / Place of business:

Street /	<input type="text"/>	Postcode:	<input type="text"/>
number:	<input type="text"/>	Country:	<input type="text"/>
Town:	<input type="text"/>	Email:	<input type="text"/>
Telephone:			

For tax purposes, the Client is a resident of the following country:

Country of tax residence:⁵

⁵ the country in which the Client pays tax on their worldwide income. Please list all countries in which the Client is a tax resident.

Tax identification number (if assigned):

(hereinafter referred to as the “Client”) on the one hand, and

MERCHANT

Business name:

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

Statutory body:

Mgr. Anna Šuhajdová, Chair of the Board of Directors

Registered office:

Slávičie údolie 106, 81102 Bratislava

Company registration number:

36853054

Client accounts

Bank details:

UniCredit Bank Czech Republic and Slovakia, a.s., foreign bank branch, Šancová 1/A, 813 33 Bratislava

VAT number: SK2022505419

Account name:

CAP.MAR.CLIENTS

Registration: Commercial Register of the District Court in Bratislava III, SK5711110000001021136032
Section: Sa, file no.: 4295/B

IBAN:

Telephone number:

+421 (2) 20706880

Email:

info@capitalmarkets.sk

Website:

www.capitalmarkets.sk

(hereinafter referred to as **the** “Merchant”) on the one hand (the Client and the Merchant hereinafter collectively referred to as **the** “Parties”)

ARTICLE 2

INTRODUCTORY PROVISIONS

2.1 The Contracting Parties declare their intention, in accordance with Article 58 of the Regulation, to conclude a written framework agreement in paper form or on another durable medium, which shall set out the fundamental rights and obligations of the Trader and the Client in connection with the Trader's undertaking to provide the Client, and on the Client's behalf, with any of the following investment services, in accordance with the Client's request, with the option of providing the following services via the Platform:

- receipt and transmission of the Client's order pursuant to Section 6(1)(a) of the Securities Act
- execution of the Client's order on their behalf in accordance with Section 6(1)(b) of the Securities Act,

all of which shall be based on an order submitted by the Client in the form agreed with the Trader, whereby the Trader shall perform all necessary acts relating to the conclusion of a transaction in accordance with the Client's requirements, in accordance with the terms and conditions set out in this Agreement and in the Trader's General Terms and Conditions (hereinafter referred to as the "GTC"), which form part of this Agreement.

ARTICLE 3

DEFINITIONS

3.1 The terms used in this Agreement shall have the following meanings:

"Ask" means the higher price in the quote at which the Client may buy.

"Bid" means the lower price in the quote at which the Client may sell.

"Balance" means the total financial result in the Client's account following the last completed transaction and deposit/withdrawal operation.

"Long position" in CFD trading means a buy position that increases in value as prices in the Underlying Market rise. For example, in currency pairs: buying the Base Currency against the Quote Currency.

"Physical shares" refer to equity investments that represent ownership in a company and are traded on major stock exchanges.

"Hedged margin" in CFD trading means the margin required by the trader to open and maintain a position.

"Client Account" means the Client's unique personalised account comprising all Completed Transactions, Open Positions and Orders on the Platform, the Client's Cash Balance and the Client's deposits/withdrawals.

"Short position" in CFD trading means a sell position, the value of which increases if the prices of the Underlying Market fall. For example, in Currency Pairs: selling the Base Currency against the Quote Currency. A short position is the opposite of a long position.

"Quote" means information on the current price for a specific Underlying Asset in the form of Bid and Ask prices.

"Quoted Currency" means the second currency in a currency pair, which may be bought or sold by the Client for the Base Currency.

“Lot” means a unit measuring the Transaction Volume, which is specific to each CFD Underlying Asset.

“Equity” means the Balance plus or minus the Floating Profit or Loss arising from an Open Position and is calculated as: $\text{Equity} = \text{Balance} + \text{Floating Profit} - \text{Floating Loss}$.

“**Margin Call**” means a situation where the Trader informs the Client of the need to deposit additional Margin in the event that the Client does not have sufficient Margin to open or maintain Open Positions.

“Margin” means the amount of funds required to guarantee the opening and maintenance of an open position in a CFD transaction.

“**Margin trading**” in CFD trading means leveraged trading (trading with leverage), where the Client may execute Transactions even if they have fewer funds in their Client Account than the Volume of the transaction itself.

“**Client Account Currency**” means the currency in which the Client Account is denominated, which may be the euro or the US dollar, or any other currency offered by the Trader.

“**Currency Pair**” means an instrument or CFD Underlying Asset based on the change in value of one currency against another. A currency pair consists of two currencies (the Quoted Currency and the Base Currency) and indicates how much of the Quoted Currency is required to purchase one unit of the Base Currency.

“Venue” means the entities where Orders are submitted for final execution (i.e. are fully executed). Place of execution means a regulated market (e.g. a stock exchange), a multilateral trading facility, a systematic internaliser or market maker, or another liquidity provider, or an entity in a third country that performs a function similar to any of the above.

“**Unfair trading**” includes any of the following activities, including but not limited to pip-hunting (trades under 1 minute), placing “buy stop” or “sell stop” Orders prior to the publication of news relating to the Underlying Market or Underlying Asset, arbitrage, manipulation or the exploitation of temporary and/or minor inaccuracies in the rate or price offered on the Platform, the combination of faster/slower feeds, or the misuse of the trade cancellation function available on the Platform (Misuse of the cancellation function shall be deemed to have occurred if the positions cancelled by the Client represent 20% of the number of trades executed from the last 25 positions) or the use (without the Trader’s prior written consent) of robots, spiders or other automated systems for entering data on the Platform, the use of software that employs artificial intelligence to analyse the Trader’s systems and/or the Platform(s) and/or the Client’s account.

“**Transaction Volume**” in CFD trading means the Lot Size multiplied by the number of Lots.

“**Open Position**” means any Long or Short Position that is not a Closed Transaction.

“Leverage” in CFD trading means the ratio of the transaction volume to the Initial Margin. A ratio of 1:100 means that the Initial Margin required to open a position is one hundred times lower than the transaction volume.

“**Floating profit/loss**” in CFD trading means the current profit/loss on Open Positions calculated at current Quotes.

“**Initial Margin**” in CFD trading means the margin required by the Trader to open a position

“**Underlying Asset**” means the object or underlying asset in a CFD, which may be a currency pair, futures, metals, stock indices, shares and commodities. It is understood that the list is subject to change and Clients must always refer to the Platform.

“**Underlying Market**” means the relevant market on which the CFD Underlying Asset is traded.

“**Required Margin**” in CFD trading means the margin required by the Trader to maintain Open Positions.

“**Business Day**” means any day other than a Saturday or Sunday, or a public holiday or non-working day in the Slovak Republic.

“**Access Details**” means the Client’s username and password required to access and use the Platform(s).

“Spread” means the difference in price between the opening of a Transaction and the closing of that Transaction.

“Services” means the services offered/provided by the Trader to the Client under the Agreement

“**Slippage**” refers to the difference between the expected price of a CFD transaction and the price at which the transaction is actually executed. Slippage often occurs during periods of higher volatility (for example, due to news releases) and prevents an Order from being executed at a specific price when market Orders are used, as well as when executing large Orders, where there may not be sufficient market interest at the requested price level to maintain the expected trade price.

“**Paired positions**” in CFD trading refer to Long and Short positions with the same Transaction Volume opened on the Client’s account for the same CFD.

“**Spread**” in CFD trading means the difference between the Ask and Bid prices of the CFD’s Underlying Asset at the same moment.

“**Swap or Rollover**” in CFD trading means the interest added or deducted for holding an open position overnight.

“**Standard Market Volume**” in CFD trading means the maximum number of units of the Underlying Asset that are made available to the Trader for execution.

“**Quote Feed**” means the feed of quotes on the Platform for each CFD.

“**Trailing Stop**” in CFD trading means a stop-loss order set at a percentage level below the market price – for a long position. The trailing stop price adjusts as the price fluctuates. A sell trailing stop order sets the stop price at a fixed amount below the market price with an attached “trailing” deviation. As the market price rises, the stop price also rises by a precisely defined deviation, but if the market price falls, the stop price remains unchanged and a market order is placed when the price reaches the stop price level.

A “**closed transaction**” in CFD trading refers to two opposing trades of the same volume (opening and closing a position): buying and then selling, and vice versa.

“**Margin level**” in CFD trading refers to the percentage ratio of Equity to Required Margin. It is calculated as: Margin level = (Equity / Required Margin) x 100%.

“**Closed position**” is the opposite of an Open position

“**Free Margin**” means the amount of funds available in the Client Account that may be used to open a position or maintain an Open Position. Free Margin is calculated as: Equity (minus) Required Margin [Free Margin = Equity - Required Margin].

“**Website**” means the Trader’s website www.etfobchodnik.com and any other websites that the Trader may operate.

“**Lot Size**” means the number of Underlying Assets in one CFD Lot.

“**Base Currency**” means the first currency in a currency pair against which the Client buys or sells the Quoted Currency.

“**Basic details**” means the details required for the Trader to place an Order, for example, but not limited to, the type of Financial Instrument, the type of Order, the Direction (Buy or Sell), the volume, the type of Underlying Asset, and, if the Client places a Pending Order (limit or stop), the Client specifies the expected price at which the Order should enter the market, as well as any Stop Loss or Take Profit, etc.

“**Quote Feed**” in the context of CFD trading means the quote data stored on the server.

“**Agreement**” means the Agreement together with its annexes and any other documents appended thereto and the following documents: General Terms and Conditions, Client Classification Policy, Investor Compensation Fund, Conflict of Interest Policy, Order Execution Policy, Risk Disclosure, Complaints Procedure, Cookie Policy in their current versions, Information on the Processing and Protection of Personal Data/Privacy Notice.

“**Account Opening Application**” means the form/questionnaire completed by the Client for the purpose of applying for the Trader’s Services under this Agreement and for a Client Account, through which the Trader, among other things, obtains information for the identification and verification of the Client, their categorisation, and information regarding suitability or appropriateness (as applicable) in accordance with the Applicable Regulations.

3.2 Terms whose meaning is not specifically defined or regulated in the Agreement shall be interpreted in accordance with the meaning defined for such terms in the GTC.

ARTICLE 4

SUBJECT MATTER OF THE AGREEMENT

- 4.1 The Trader undertakes to arrange, on behalf of and for the account of the Client, the investment service specified in Article 2(2.1) of this Agreement in relation to Physical Shares, CFDs or other financial instruments under the conditions set out in this Agreement and in accordance with the Client's requirements and instructions, in accordance with binding legal regulations, rules and customs of domestic and foreign financial markets.
- 4.2 The provisions of Section 31 et seq. of the Securities Act, in conjunction with Section 577 et seq. of the Commercial Code, and the provisions of the Act on the Protection of Consumers in Distance Financial Services shall apply mutatis mutandis to this Agreement where the Dealer arranges for the purchase or sale of a security. In such a case, the Trader undertakes, as a Commission Agent acting in its own name and on behalf of the Client as the Principal, to provide the investment service of executing the Client's order on the Client's behalf concerning one or more financial instruments, and for this purpose to carry out activities to achieve the aforementioned result, all under the terms set out in this Agreement and in accordance with the Client's requirements and instructions, in compliance with binding legal regulations. In the agency relationship established under this Agreement, the Trader acts as the Agent and the Client as the Principal.
- 4.3 The Trader undertakes, when providing the Services, to act with professional care and in accordance with the Client's Instructions and interests, which are known to the Trader. The Trader may deviate from the Client's Instructions only if it is urgently necessary in the Client's interest and if the Trader cannot obtain the Client's consent in time. The Trader is entitled to use another person to fulfil its obligation. In that case, however, it remains liable to the Client as if it had handled the matter itself.
- 4.4 The Merchant shall perform the activity specified in Article 2(2.1) of the Agreement for the Client for a fee, in accordance with the price list set out on the Website.

ARTICLE 5

METHOD OF PROVIDING SERVICES

- 5.1 The Trader provides the Services via the Platform.
- 5.2 The Client shall complete and submit to the Trader an Application for Account Opening together with other identification documents required by the Trader. Following verification by the Trader, the Trader shall send the Client a notification stating whether the Client has been accepted. The Client is aware that the Merchant is not obliged (and may not be permitted under Applicable Regulations) to accept a person as a Client until it has received all necessary, correct and fully completed documentation, and until it has carried out all internal checks (including, but not limited to, anti-money laundering checks, suitability and appropriateness tests – as the case may be). The Client is also aware that the Merchant reserves the right to impose additional verification requirements in order to accept Clients resident in certain countries. The Merchant has the right, at its sole discretion, not to accept any natural or legal person as a Client.
- 5.3 The Agreement shall take effect from the date on which the Client receives (i) a notification in which the Trader informs the Client that they have been accepted as a Client or that a Client Account has been opened for them, and/or (ii) any other confirmation and/or decision leading to the opening of a Client Account.

- 5.4 The Trader shall open one or more Client Accounts for the Client and issue login details to enable the Client to access the Platform and submit Orders manually.
- 5.5 The terms and conditions for the provision of Services in relation to CFDs are set out in Annex 1 to the Agreement, and constitute supplementary provisions to the Agreement and, together with the Agreement, form a single whole.
- 5.6 Unless the Client expressly requests it and the Parties have agreed otherwise in writing, the Trader shall not provide the Client with any form of investment advice. The Client is obliged to decide independently how to manage the Client Account, place Orders and make relevant decisions at their own discretion.
- 5.7 The Trader does not provide legal, tax or other advice relating to any Transaction. The Client may decide to seek independent advice before entering into a Transaction.
- 5.8 The Trader may, from time to time and at its own discretion, provide the Client with information, reports, market commentary or other information (hereinafter referred to as "Information"), which shall not be deemed to form part of the Services provided to the Client. The Information may also be published on the Trader's Website and/or provided in the form of a newsletter to all its subscribers. When doing so: (a) the Trader shall not be liable for such Information; (b) the Trader makes no warranty or guarantee as to the accuracy, correctness or completeness of such Information, nor as to the tax or legal consequences of the relevant Transaction; (c) this Information is provided solely for the purpose of enabling the Client to make their own investment decisions and does not constitute investment advice or unsolicited financial promotions to the Client, (d) if the Information contains restrictions regarding the person or category of persons for whom the Information is intended or to whom it is distributed, the Client agrees not to pass it on to any such person or category of persons, (e) the Client accepts that the Trader does not guarantee the time at which the Information is received by the Client, nor that the Client will receive the Information at the same time as other Clients. The Parties agree that market commentary, reports or other Information provided or made available by the Trader to the Client may be amended and withdrawn at any time without prior notice.
- 5.9 When providing the Services, the Trader is obliged, in accordance with Applicable Regulations, to request from the Client or potential Client information regarding their knowledge, experience in the field of investments relating to the specific type of Service or financial instrument offered or requested, and their ability to bear losses and risk, so that the Trader can assess whether the Service or financial instrument is suitable for the Client. Should the Client or potential Client decide not to provide information regarding their knowledge, experience, ability to bear losses and risk, or should they fail to provide sufficient information regarding their knowledge, experience, ability to bear losses and risk, the Trader will not be able to determine whether the Service or financial instrument is suitable for them.
- 5.10 The Trader is entitled, at its sole discretion, to request additional information regarding the Client and/or an update of the data provided by the Client whenever it deems it necessary. The Trader assumes that the information provided by the Client is accurate and complete, and the Trader shall not be liable to the Client if such information is incomplete, misleading, altered or becomes inaccurate, and the Trader shall be deemed to have fulfilled its obligations under the Applicable Regulations, provided that the Client has not informed the Merchant of such changes.

ARTICLE 6

PLATFORM AND CLIENT ACCOUNTS

- 6.1 The Client is solely responsible for procuring and maintaining the compatible equipment necessary to access and use the Platform(s), which includes at least a computer, mobile phone or tablet (depending on the Platform used), an internet connection, a telephone or other access line. Internet access is essential and the Client is solely responsible for any charges incurred in connection with the internet connection.
- 6.2 The Client represents and warrants that they have installed and implemented appropriate security measures regarding the security and integrity of their computer, mobile phone or tablet, and that they have taken reasonable steps to secure their system against computer viruses, similar harmful or inappropriate content, devices, information or data that may potentially damage the Website, the Platform(s) or other systems of the Merchant. The Client further undertakes to protect the Merchant from the unauthorised transmission of computer viruses or other similarly harmful or inappropriate content or devices to the Platform(s) from their computer, mobile phone or tablet.
- 6.3 The Merchant shall not be liable to the Client in the event of failure, damage, destruction and/or reformatting of stored records and data on the Client's computer system, mobile phone or tablet. The Merchant shall also not be liable if the Client experiences delays or other forms of data integrity issues caused by their hardware configuration or improper management. The Merchant shall not be liable for any interruptions, delays or communication issues between the Client and the Platform(s).
- 6.4 Instructions are submitted to the Merchant on the Platform(s) using login credentials via the Client's compatible computer connected to the internet. The Client agrees that the Trader shall be entitled to rely on and act upon an Instruction submitted using the Access Details on the Platform(s) without further verification with the Client, and that all such Instructions shall be binding on the Client.
- 6.5 The types of Client Accounts offered by the Merchant on the Platform and their characteristics are set out on the Website.
- 6.6 A Client Account is activated once the Client has made the minimum initial deposit specified by the Trader and, where applicable, adjusted at the Trader's discretion. The minimum initial deposit may vary depending on the type of Client Account offered to the Client and/or the type of financial instrument traded on the Client Account in question. For the purposes of this provision, 'activation' means enabling the Client to trade via the Platform (and use its functionalities).
- 6.7 If a Client Account remains inactive for a period of one month or more (e.g. no trading, no deposits or withdrawals), a monthly maintenance fee may be charged, which may vary depending on the type of Client Account or financial instrument. The applicable fees are listed on the Website. The Trader reserves the right to request that the Client submit documentation (in particular the documentation referred to in clauses 5.9 and 5.10 of the Agreement) in order to start using the Client Account. Funds in an inactive account belong to the Client, and the Trader must maintain and keep records of such funds and return them to the Client at any time upon the Client's request. The Client is aware that the Client Account is a trading account and not a custodial account. It should be noted that if the documents provided by the Client to the Trader (in particular the documents referred to in clauses 5.9 and 5.10 of the Agreement) expire and the Client fails to provide updated documents, their Client Account will be deemed inactive.
- 6.8 If the Client Account remains inactive for a period of one (1) year or longer, the Broker reserves the right to designate the Client Account as dormant. The Broker reserves the right to request that the Client submit documentation (in particular the documentation referred to in clauses 5.9 and 5.10 of the Agreement) in order to resume use of the Client Account. The Trader reserves the right to close dormant accounts, following notification to the Client at their last known address.

6.9 The Merchant has the right to merge all Client Accounts opened in the Client's name, consolidate the balances of these accounts and settle the said balances in the event of termination of the Agreement.

6.10 Any deposit into the Client Account under this Agreement may only be made by non-cash transfer.

ARTICLE 7

RIGHTS AND OBLIGATIONS OF THE TRADER

- 7.1 The Trader is entitled to exercise the rights and fulfil the obligations imposed on them by this Agreement and the relevant legal regulations either personally or through a third party, whilst being obliged to provide such a person with the information necessary to fulfil the subject matter of the Agreement.
- 7.2 The Trader shall not, in its own name or on behalf of the Client and for the Client's account, enter into a repo agreement (or a framework or other agreement concerning transactions involving the financing of securities relating to the Client's financial instruments), nor shall it otherwise use the Client's financial instruments for its own account or for the account of another, unless the Client has given prior express consent to the use of the financial instruments under the conditions specified by the Trader, to which the Client has agreed and has confirmed such consent (in the case of a retail client, also in writing).
- 7.3 Where the Client's email address is stated in the header of this Agreement or the Client provides the Trader with their email address by other means, the Client shall be deemed to have consented, in accordance with the relevant legal regulations, to the provision of information and correspondence for which their signature is not required or the nature of which permits it, and by signing (including by remote means) on this Agreement, the Client confirms that, by their choice, they prefer this form of providing information to the provision of information in paper form or on another durable medium, and the sending of such information shall have the effect of fulfilling the Merchant's obligation to inform the Client under this paragraph. This also applies in the case of a retail Client. At any time after the Client has chosen the form of provision of information and correspondence under this paragraph, the Client is entitled to request in writing a change in the form of provision of such information, and thus to request all relevant information in paper form.
- 7.4 The Trader shall not be liable for any breach of obligation by a person (including the issuer of a security) with whom it has entered into a contract in connection with the handling of the Client's affairs under this Agreement, and shall in no way be liable for the fulfilment of obligations assumed by another person in connection with the handling of the Client's affairs.
- 7.5 The Client acknowledges that trading on the Platform is subject to possible technical fluctuations which may affect the Orders placed. The Trader shall not be liable for losses caused by the execution of Orders at prices that do not reflect the actual market situation as a result of technical or other failures which the Trader is unable to influence for objective reasons.
- 7.6 When settling trades, the Trader follows actual market prices. In the event of a discrepancy between the price on the Platform and the actual market price at the time of executing the transaction/trade, or any other technical error that would cause deviations in the prices displayed on the Platform, the Trader is entitled to unilaterally adjust prices in accordance with current market conditions and based on reliable market data.
- 7.7 Any of the following actions or circumstances constitutes a Breach of Obligations:
- a. failure by the Client to fulfil an obligation arising from the Agreement or the GTC,
 - b. if bankruptcy proceedings are commenced against the Client under the law of the Slovak Republic or similar proceedings under another jurisdiction (if the Client is a natural person), or, in the case of a legal entity, the appointment of a bankruptcy administrator, or if the Client enters into restructuring, or in the event of a similar process concerning the Client,
 - c. the Client is unable to meet their obligations when due,
 - d. The Client involves the Trader in any type of fraud, illegal activity or breach of Applicable Regulations, or the

Trader is exposed to the risk of being involved in any type of fraud, illegal activity or breach of Applicable Regulations if it continues to provide Services to the Client, even if this is not

- e. caused by the Client's unlawful conduct,
- f. in the event that the Client seriously breaches the requirements set out in the Applicable Regulations or the applicable laws of other countries having jurisdiction over the Client or their business activities,
- g. if the Trader suspects that the Client is involved in money laundering, terrorist financing, card fraud or other criminal activities,
- h. the Merchant has reasonable grounds to suspect that the Client has engaged in unfair trading,
- i. the Merchant has reasonable grounds to suspect that the Client has opened a Client Account fraudulently,
- j. the Merchant has reasonable grounds to suspect that the Client has forged or used a stolen card to fund their Client Account.

7.8 In the event of a Breach of Obligations, the Merchant may, at its sole discretion, at any time and without prior written notice, take any one or more of the following steps:

- a. terminate this Agreement immediately without prior notice to the Client.
- b. close all Open Positions.
- c. temporarily or permanently block access to the Platform(s), suspend or disable all functions of the Platform(s).
- d. refuse to accept, reject or decline to forward or execute a Client Order.
- e. restrict the Client's trading activity.
- f. in the event of fraud, return funds to the rightful owner or in accordance with the instructions of law enforcement authorities in the relevant country.
- g. to forfeit any profits made through unfair trading or the use of artificial intelligence or a bot on the Client's account,
- h. take legal action in respect of losses incurred by the Trader.

ARTICLE 8

RIGHTS AND OBLIGATIONS OF THE CLIENT

- 8.1 The Client undertakes to notify the Trader of all facts that are material to the performance of this Agreement.
- 8.2 The Client confirms that they have been made aware of the Trader's Complaints Procedure, which sets out the process for lodging and handling complaints and claims, and further that they have provided the Trader with all material information regarding their financial situation, their experience, knowledge in the field of investment in securities or financial instruments, their ability to bear losses, and the investment objectives they wish to achieve through this Agreement. The Client is also obliged to notify the Trader of any changes to this information should they occur during the term of this Agreement. The Client is aware of the potential risks or losses arising from trading in financial instruments and has been made aware of them by the Trader. The Trader further advises the Client that anticipated or potential returns are not guaranteed, nor is the return of the invested amount guaranteed.
- 8.3 The Client acknowledges that, in accordance with the provisions of Section 73a of the Securities Act or on the basis of a written Agreement with the Trader, or on the basis of the Trader's written authorisation, a third party (including a foreign party) the Dealer is obliged, for the purposes of performing this Agreement and for the entire duration thereof, or for the period strictly necessary, to collect, process and store the Client's personal data to the extent and for the purposes set out in the Securities Act, the Regulation and other relevant legislation. The Client is obliged to provide such data at the Trader's request within the time limit set by the Trader. The Client declares that they have been informed by the Trader that all personal data provided by them is subject to a duty of confidentiality under Act No. 18/2018 Coll. on the Protection of Personal Data, as amended, or other relevant legislation.

8.4 The Merchant is entitled to grant the Client remote access via the internet to all information relating to activities under this Agreement, including all information held by the Merchant concerning the Client and transactions carried out under this Agreement, and the Client hereby grants

the Merchant consent to this method of providing access to information.

8.5 The Client may, in writing, authorise a financial agent or tied investment agent (hereinafter referred to as "FA"), or investment firms or entities under other relevant legislation in force in the relevant Member State of the European Union (hereinafter referred to as "**other** entities"), to perform acts, namely to receive and forward the Client's instructions to the Dealer in accordance with the provisions of the GTC and the Agreement with the Dealer, who subsequently executes/places these trades, and furthermore to ensure that the Dealer provides the FA or other entities with all information arising from this Agreement.

ARTICLE 9 INSTRUCTIONS

9.1 The Client shall submit an instruction to the Dealer to arrange the purchase of securities or other financial instruments in the form of an Instruction, which must comply with the requirements set out in this Agreement or the GTC, and which must be submitted by the Client in the manner specified in this Agreement or the GTC.

9.2 Unless otherwise provided in the GTC, the term 'Instruction' also includes the submission of an instruction to perform another service offered by the Trader.

9.3 The Client may place Orders on the Platform(s) using their Access Details issued by the Trader for this purpose, or by telephone by providing the required identification details and Basic Details.

9.4 The Trader shall be entitled to rely on and execute the requested Instruction submitted using the Access Data on the Platform(s) without further verification, and all such Instructions shall be binding on the Client.

9.5 Instructions given by telephone shall be entered by the Dealer via Electronic Communication Services.

9.6 The Trader shall use reasonable endeavours to execute the Client's Order, but it is agreed and understood that, despite the Trader's reasonable endeavours, the transmission or execution may not always be achieved for reasons beyond the Trader's control.

9.7 Where the Client is a legal entity, it is obliged to obtain a Legal Entity Identifier (LEI) from the relevant authority duly authorised to issue Legal Entity Identifiers. In the case of a legal entity, the Client may not (where required by Applicable Regulations) execute any Transactions with the Trader unless they hold a Legal Entity Identifier.

9.8 The Trader executes the Client's orders in accordance with the GTC and the Order Execution Policy, which are available on the Website and may be updated from time to time.

9.9 The Trader shall provide the Client with adequate reports on their Orders. For this reason, the Trader shall provide the Client with online access to the Client Account via the Platform(s) used by the Client and shall provide them with sufficient information in accordance with the Applicable Regulations relating to reporting requirements for Clients.

9.10 The Trader shall promptly provide the Client with basic information regarding the execution of their Order. The Trader shall send the Client a notification confirming the execution of the Order in accordance with the

Applicable Regulations as soon as possible, but no later than the first Business Day following execution, or, if the Trader receives confirmation from a third party, no later than the first Business Day following receipt of such confirmation from the third party. Such a notification shall contain the information specified in the Applicable Regulations, in addition to the following information common to all Orders: (a) Identification of the Trader, (b) Trade date, (c) Order type, (d) Identification

instrument, (e) Order type, e.g. buy/sell, (f) Quantity, unit price and total consideration, (g) Total amount of commissions and expenses. The Dealer shall also provide the Client, upon request, with information regarding the status of their Order.

9.11 If the Client has reason to believe that the trade statement/confirmation is incorrect, or if they do not receive the trade statement/confirmation when they should have, they shall contact the Trader within ten (10) Business Days of the date on which the trade statement/confirmation was sent or should have been sent. If the Client does not raise any objections during this period, the content shall be deemed approved and conclusive.

9.12 The Trader advises the Client that it is entitled to refuse to provide the requested service (to execute an Order) in whole or in part if providing it would give rise to a conflict of interest between the Trader and the Client or between the Client and other clients of the Trader, or otherwise in accordance with Section 711 of the Securities Act and subsequent provisions and relevant legislation, if the execution of the Client's Order could result in a disruption to the security of the financial system or market manipulation.

9.13 Without prejudice to any provisions in this document, the Trader is entitled, at any time at its own discretion, without prior notice to the Client or provision of an explanation, to restrict the Client's trading activity, cancel Orders, or refuse to accept or execute an Order, in which case the Client shall have no right to claim damages, specifically, settlement or other compensation from the Trader in any of the following cases: (a) there is an interruption to the internet connection or communication; (b) as a result of a request from the NBS or another regulatory or supervisory authority, a court order or orders from authorities to prevent fraud or money laundering; (c) in the event of doubts regarding the legality or authenticity of the Order, (d) in the event of force majeure, (e) in the event of the Client's failure to comply with their obligations under this Agreement, (f) the Trader has sent the Client a notice of termination of the Agreement, (g) the Platform rejects the Order due to established trading limits, (h) in the event of unusual market conditions, (i) the Client does not hold sufficient funds in their account for a particular Order.

ARTICLE 10

CLIENT CLASSIFICATION

10.1 The Securities Act classifies clients into three categories based on their expertise, experience and knowledge regarding the ability to make their own investment decisions and to properly assess the associated risks: (i) retail client, (ii) professional client and (iii) eligible counterparty. The dealer is obliged to classify the Client into the relevant category (retail client, professional client, eligible counterparty) and to notify the Client of this classification, with the individual categories differing in the level of protection provided to the Client. The Trader provides the investment service of receiving and transmitting orders relating to one or more financial instruments for all categories of clients. A retail client benefits from the maximum level of protection provided by the Trader, as prescribed in detail by law. The Trader has classified the Client as a "retail client" and the Client agrees to this classification. The precise definitions of the individual categories and their rights are set out in the Client Classification Policy published on the Trader's Website.

10.2 The Client acknowledges that, in categorising and dealing with the Client, the Trader relies on the accuracy,

completeness and correctness of the information provided by the Client in their Account Opening Application, and the Client is obliged to immediately inform the Trader in writing of any changes that may occur in the future.

ARTICLE 11

PRINCIPLES OF THE MERCHANT'S CONDUCT

- 11.1 In particular, the Trader is obliged to act honestly, fairly and professionally, in accordance with the Client's best interests. The principles for preventing conflicts of interest are published in the document 'Measures in the Event of a Conflict of Interest' on the Trader's Website. In the event of a potential conflict of interest, the Dealer is always obliged to give priority to the Client's interests. The Dealer is obliged to inform Clients of further details, in particular of any specific threat of a conflict of interest.
- 11.2 If the Client issues a specific instruction regarding the Order or its specific nature, the Trader is obliged to execute the Order in accordance with such specific instruction, and such action shall be deemed to fulfil the obligation to obtain the best possible result for the Client.
- 11.3 Depending on the nature of the Order, the Client is entitled to receive clear information, in particular regarding:
- a. the Investment Firm and the services it provides,
 - b. financial instruments, which should include relevant guidance and warnings regarding the risks associated with investing in these instruments and the protection of the Client's financial instruments or funds, and whether the financial instrument is intended for retail clients or professional clients, with regard to the identified target market,
 - c. the place of service provision,
 - d. order-routing systems, including the order execution strategy,
 - e. all costs and associated charges, which must include information relating to investment services and ancillary services, including the costs of advice, the costs of financial instruments recommended to the Client and how the Client may pay for them, including any third-party payments,
 - f. all investment services provided and individual transactions (reporting), so that the Client is reasonably able to understand the nature and risks of the investment service, as well as the specific type of investment instrument offered, and subsequently make an informed investment decision.
- 11.4 The Trader shall handle complaints in accordance with the Applicable Legal Regulations, in particular Act No. 108/2024 Coll. on Consumer Protection and on Amendments to Certain Acts and Act No. 266/2005 Coll. on consumer protection in distance financial services. Detailed information on the Client's rights and obligations is contained in the Complaints Procedure published on the Merchant's Website.
- 11.5 Through the Trader's Website, the Client is provided with information on:
- a. the Securities Dealer and the services it provides,
 - b. the place of performance of the service,
 - c. all costs and related charges, which also include information relating to investment services and ancillary services, including the costs of advice, the costs of financial instruments recommended to the Client and how the Client may pay for them, including any third-party payments,

- d. the general terms and conditions,
- e. the order execution policy,
- f. financial instruments and the risks associated with financial instruments,
- g. the principles and changes to client categorisation,

- h. the complaints procedure,
- i. general information provided to clients or potential clients prior to the provision of an investment service,
- j. key investor information.

11.6 The Client may use the Slovak or Czech language to communicate with the Dealer; the Client also agrees that the Dealer is entitled to provide information to the Client in these languages.

ARTICLE 12

CLIENT DECLARATION

12.1 By signing (including remotely), the Client expressly agrees:

- a. the Order Execution Policy published on the Website,
- b. to the execution of the Client's Order outside a regulated market, a multilateral trading facility or an organised trading facility (i.e. on "OTC markets"), in relation to all trades,
- c. to the provision of information not personally addressed to the Client via the Trader's Website,
- d. that the Contract shall be concluded upon acceptance of this draft Contract and agrees that the Trader has the right not to accept the draft Contract or to withdraw from the concluded Contract if the Trader discovers that material facts are inconsistent with this draft Contract.

12.2 By signing (including remotely), the Client confirms that:

- a. has read the text of the draft Contract and confirms the completeness and accuracy of their personal data and the information provided by them in this Contract,
- b. has familiarised themselves with the content of the General Terms and Conditions,
- c. all his answers in the Investor Test are true and he solemnly declares that all information provided in this draft, the Investor Test, or any other relevant documents and evidence submitted in connection with this draft Agreement is up to date, complete and true. The Client is aware that they are entitled to retake the Investor Test at any time (available on the Platform) or, upon request, from the Trader,
- d. has been made aware of all costs and related charges, including information relating to the investment services and ancillary services provided under this Agreement, including any third-party payments, in accordance with Section 73d(1)(d) of the Securities Act,
- e. in accordance with the Securities Act, he has been provided with information on the principles of client categorisation and on the right to request a change in classification within the client categorisation set out on the Website, and on his classification as a "retail client". The Client hereby expresses his consent to being classified as a "retail client",

f. has been informed of the nature and risks associated with the investment services provided, of their rights to receive information from the Trader, of the nature and scope of the client protection scheme and the safeguards provided by this scheme, and of the obligations and responsibilities

the Trader,

- g. shall immediately notify the Trader of any change to their identification details and the information set out in the draft Agreement, including a change in tax residence and details in the list of their controlling persons, or the allocation of a tax identification number, and hereby undertakes to notify the Trader of such changes by means of a statutory declaration, within 30 days of the date of the change, if any information or any declaration set out in the draft of this Agreement becomes untrue as a result of a change in circumstances. By signing (including remotely), the Client also undertakes, at the Merchant's request, to provide the Merchant with further details and a statutory declaration for the purposes of the obligations under Act No. 359/2015 Coll. on the automatic exchange of information on financial accounts for tax administration purposes and amending certain acts, as amended,
- h. The trader collects and processes the personal data provided as a data controller in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and with Section Section 13(1)(b), (c) and (f) of Act No. 18/2018 Coll. on the protection of personal data, as well as in accordance with the provisions of specific laws, in particular for the purposes of (i) concluding, executing and subsequently monitoring transactions between the Merchant and clients, for the purpose of identifying clients and their representatives, for the purpose of protecting and enforcing the Trader's rights vis-à-vis clients, for the purpose of documenting the Trader's activities for the purposes of supervision, and for the fulfilment of the Trader's tasks and obligations under the Securities Act in accordance with Sections 73a and 75, ii) exercising due diligence in relation to the Client and for the purposes of detecting unusual business transactions within the meaning of Sections 10 and 19 of Act No. 297/2008 Coll. on the Prevention of Money Laundering, iii) the provision of information on financial accounts for the purpose of the correct assessment of tax liability within the meaning of Section 19 of Act No. 359/2015 Coll. on the automatic exchange of information on financial accounts for tax administration purposes and amending certain acts, iv) the exchange of information relating to intermediated financial services between the financial agent and the Trader within the meaning of Act No. 186/2009 Coll. on Financial Intermediation and Financial Advisory Services and on amendments to certain regulations (hereinafter referred to as the "ZFSFP"). The Client understands that, within the meaning of Act No. 18/2018 Coll. on the Protection of Personal Data, as amended, the FA, or other entities acting as data processors, is/are authorised to process the personal data of data subjects – clients.
- i. Prior to the provision of his personal data by the Merchant, he was informed in advance of the data controller's identification details and his rights as a data subject, and was notified of all information pursuant to Section 19 or Section 20 of Act No. 18/2018 Coll. on the Protection of Personal Data, as amended, to the extent defined for the relevant legal basis, the purpose and scope of the processing, and acknowledges that the Merchant is authorised, within the scope of this declaration, to entrust the processing of their personal data to a data processor, as well as the fact that a photocopy of their identity document may be sent to the Merchant if the contract is concluded via FA.
- j. Further details regarding the protection of personal data, including the rights of data subjects, are set out on the Website in the Privacy Notice (Information on the processing and protection of personal data).
- k. The Client agrees to the use of electronic communication services in accordance with the GTC, so that correspondence for which his signature is not required, or the nature of which permits it,

may be sent electronically to the email address he has provided to the Merchant. The Client is entitled to request in writing that correspondence be sent in writing to the postal address provided to the Merchant.

- 12.3 The Client acknowledges that the Merchant is obliged, in accordance with applicable legislation, to record on a recording device any calls made by the Client that lead or may lead to the placement/execution of an order in connection with an investment service or are made with the intention of providing services relating to such orders.
- 12.4 If the Client is in a joint ownership arrangement, they hereby declare that they have informed their spouse of

the intended investment and has obtained their spouse's consent to proceed with it.

ARTICLE 13

REMUNERATION AND REIMBURSEMENT OF THE TRADER'S COSTS

- 13.1 The Client undertakes to pay the Trader fees and costs for its activities under this Agreement, the amounts of which are published on the Website.
- 13.2 The Trader reserves the right to change the fees at any time, subject to three (3) Working Days' prior notice.
- 13.3 The Client is aware that they are responsible for all filings, tax returns and statements that should be submitted to any relevant authority, whether governmental or otherwise, and for the payment of all taxes (including, but not limited to, transfer tax or value added tax) arising from or related to their trading activities with the Merchant. Before the Client issues Instructions to the Merchant, they should familiarise themselves with the prices, fees, spreads, maintenance fees or swaps and management fees published on the Website, which are binding on both parties. The Trader may, from time to time and at its sole discretion, offer lower prices or spreads than those published on the Website at that time. The Client will be informed on an ex-ante and ex-post basis of the costs, associated fees and Maintenance Fee relating to the trading of CFDs and Physical Shares in accordance with the Applicable Regulations. The Client will also be informed of the applicable prices, fees, Maintenance Fee and all contractual terms and conditions. The foregoing does not affect the Trader's obligation to provide all Clients with the same level and quality of service.

ARTICLE 14

ORIGIN OF OWNERSHIP OF FUNDS USED TO EXECUTE A TRADE

- 14.1 By signing this Agreement (including by remote means), the Client declares that the funds used in any transaction with a value exceeding EUR 15,000 (or the equivalent in the relevant currency) which they execute or will execute at any time during the term of the Agreement with the Merchant are their own property; furthermore, the Client declares that they are the ultimate beneficial owner and that they are entering into this Agreement and the transaction or transactions in their own name and for their own account. At the same time, the Client declares that the funds they use to execute the transaction or transactions are not proceeds of criminal activity, and that the conclusion of the Agreement, nor the fulfilment of its obligations and transactions, constitutes an unusual financial transaction within the meaning of Act No. 297/2008 Coll. on the Prevention of Money Laundering, as amended.
- 14.2 The Client declares and undertakes that, in the event that the funds to be used in any transaction exceeding EUR 15,000 which the Client executes or will execute at any time during the term of the Agreement with the Merchant are owned by another person, who is the ultimate beneficial owner, or if any such

transaction is carried out or will be carried out at any time during the term of the Agreement with the Merchant on behalf of and for the account of another person, the Client shall submit to the Merchant, prior to the execution of such a transaction, the specific written consent of the person concerned for the use of their funds in the transaction being carried out and for the execution of this transaction on their behalf; otherwise, the Client shall be liable for any loss incurred by the Merchant as a result of the Client's failure to do so. This specific written consent shall state, in the case of a natural person: first name, surname, personal identification number or date of birth and permanent address, and in the case of a legal entity: business name, registered office and company registration number (hereinafter referred to as **the "specific declaration"**). Further requirements for the special declaration are set out in Article 17(17.7) of the Merchant's GTC. If the Client fails to fulfil their obligation under this paragraph, the Merchant is obliged to refuse to execute the requested transaction.

- 14.3 The Parties agree that the binding representations set out in the introductory provisions of the Agreement, the binding representations and undertakings provided by the Client pursuant to Article 12(12.1), 12.2 of the Agreement above shall remain valid for the entire duration of the Agreement with the Merchant, and the Client shall be fully responsible for the truthfulness, accuracy and completeness of their aforementioned declarations.
- 14.4 The Client – a foreign person – hereby declares that they are the beneficial owner of the income they receive under this Agreement, and that such income is considered their income under the law of the country of which they are a tax resident.
- 14.5 The Contracting Parties declare that the binding declarations made by the Client in Article 12 and in the introductory provisions of this Agreement apply in full to every individual transaction carried out on the basis of these declarations, with the exception of transactions under Article 12 of the Agreement, where the funds used are owned by another person or where such transactions are to be executed in the name and on behalf of another person, prior to the execution of which the Client shall submit a binding written special declaration. The Client acknowledges that the Trader is obliged to refuse to execute a transaction in the event of a failure to fulfil the Client's obligation to provide the declarations set out in this Article of the Agreement. The Client undertakes to notify the Trader in writing without delay of any changes to the facts stated in the above-mentioned declarations.

ARTICLE 15

GENERAL PROVISIONS

- 15.1 The rights and obligations of the Contracting Parties not regulated in this Agreement shall be governed by the applicable General Terms and Conditions, which form an integral part of this Agreement, and in particular by the relevant provisions of the Securities Act, the Regulation, Act No. 40/1964 Coll. Commercial Code, as amended, the Act on the Protection of Consumers in Distance Financial Services, and other generally binding legal regulations of the Slovak Republic. By signing this Agreement (including remotely), the Client declares that they have read these GTC and fully understand them. If any part of this Agreement conflicts with the GTC, the obligations of the Contracting Parties as agreed in this Agreement shall prevail, unless otherwise agreed.
- 15.2 The Trader shall not be liable for any loss, damage or expense incurred by the Client that is related to or arises directly or indirectly from (but not limited to) the following situations/circumstances: (a) any error, failure, interruption or suspension of operations on the Platform(s), or any delay caused by the Platform or Transactions executed via the Platform; technical problems, system failures and malfunctions; failures of communication lines; or malfunctions or failures of equipment or software; problems with system access, system capacity issues, internet congestion, security breaches, unauthorised access and other similar computer problems and errors, (b) the Merchant's failure to fulfil its obligations under the Agreement as a

result of force majeure or any other cause beyond its control, (c) the acts, omissions or negligence of a third party, (d) any person obtaining the Client's Access Details issued to the Client by the Merchant before the Client reports the misuse of their Access Details to the Merchant, (e) unauthorised third parties gain access to information, including email addresses, electronic communications, personal data and Access Data, when the aforementioned data is transmitted between the Contracting Parties or a third party via the internet or other network communication equipment, post, telephone or other electronic means, (f) any of the risks set out in the Risk Disclosure document, (g) currency risk, (h) any changes in tax rates, (i) the occurrence of Slippage, (j) the Client's reliance on features such as Trailing Stop, FA or Stop Loss Orders, (k) unusual market conditions, (l) the conduct or statements of the FA, (m) acts or omissions (including negligence and fraud) on the part of the Client and/or their FA, (n) trading decisions made by the Client or their FA, (o) all Orders placed via and on the basis of the Client's Access Data, (p) the content, correctness, accuracy and completeness of communications disseminated through the use of the Platform(s), (r) the solvency,

the acts or omissions of a third party in the event of a withdrawal of funds.

- 15.3 In the event of any dispute between the Client and the Merchant concerning the performance of this Agreement or commercial activities carried out on the Platform, the Contracting Parties undertake to seek an amicable resolution in the first instance.
- 15.4 If no agreement is reached, disputes between the Contracting Parties shall be resolved by an arbitrator appointed in accordance with consumer law applicable in the Slovak Republic.
- 15.5 The Client has the right to submit a request for alternative dispute resolution through an entity authorised to resolve consumer disputes, in accordance with Act No. 391/2015 Coll. on Alternative Resolution of Consumer Disputes.
- 15.6 The Client acknowledges that arbitration proceedings are governed by the principles of speed, efficiency and fairness, and that the outcome is a binding decision for both parties.
- 15.7 If the dispute cannot be resolved even through arbitration, each of the Contracting Parties has the right to refer the matter to the competent court of the Slovak Republic in accordance with the applicable legal regulations.

ARTICLE 16

TERM AND TERMINATION OF THE AGREEMENT

- 16.1 This Agreement is concluded for an indefinite period.
- 16.2 The Agreement may be terminated by written agreement of both Contracting Parties or may be terminated in writing at any time by either Contracting Party, even without giving a reason, provided that the Agreement shall be terminated upon the expiry of a notice period of at least 7 days, which shall commence on the date of delivery of the notice to the other party, unless otherwise provided for in the other provisions of the Agreement with the Client. For the avoidance of doubt, the Contracting Parties agree that an agreement to terminate the Agreement and a notice of termination of the Agreement pursuant to this provision shall also be deemed to have been given in writing if sent by electronic means.
- 16.3 The validity of any Client Instruction shall cease on the date of termination of this Agreement. Obligations arising from the Agreement during its term of validity shall remain unaffected.
- 16.4 After sending notice of termination of the Agreement and prior to the date of its termination (the effective date of the notice of termination pursuant to clause 16.2 of the Agreement or the effective date of the

agreement to terminate the Agreement): (a) the Client is obliged to close all their Open Positions. If the Client fails to do so, on the date the Agreement ceases to have effect, the Trader shall close all Open Positions, (b) the Trader shall be entitled to cease providing the Client with access to the Platform(s) or may restrict the functions that the Client is permitted to use on the Platform(s), (c) The Trader shall be entitled to refuse to accept new Instructions from the Client, (d) The Trader shall be entitled to refuse the Client's withdrawal of funds from the Client Account, and the Trader reserves the right to retain the Client's funds as necessary to close positions that have already been opened and/or to settle the Client's outstanding obligations under the Agreement.

- 16.5 Upon termination of the Agreement, some or all of the following provisions may apply: (a) The Trader has the right to combine any of the Client's Client Accounts, consolidate the Balances on the Client Accounts and settle such Balances, (b) The Trader has the right to close the Client Account(s), (c) The Trader has the right to convert funds into any currency, (d) The Trader has the right to close the Client's Open Positions, (e) in the absence of unlawful activity, suspicion of unlawful activity, or fraud on the part of the Client, or upon the instructions of the relevant authorities, where there is a Balance in the Client's favour, the Trader (after retaining such amount as the Trader, at its sole discretion, deems appropriate in view of

future liabilities) shall pay the Client the said Balance as soon as possible and provide the Client with a statement showing how the Balance was arrived at, and, where applicable, instruct the Custodian to pay the relevant amount. These funds shall be delivered to the Client in accordance with the Client's instructions. The Contracting Parties have agreed that the Trader shall make payment only to an account held in the Client's name. The Trader has the right, at its own discretion, to refuse to make payment to a third party.

ARTICLE 17

FINAL PROVISIONS

- 17.1 This Agreement supersedes any prior oral or written arrangements between the Parties.
- 17.2 The Parties hereby declare that they, or their authorised representatives, are fully competent to enter into legal transactions and that they are authorised to assume obligations in the manner set out in this Agreement. At the same time, they undertake to compensate for any damage arising therefrom should this declaration subsequently prove to be false. The Contracting Parties further hereby declare that the content of this Agreement is comprehensible to them and corresponds to their true, definite and free will, which they confirm by affixing their handwritten signatures (including by remote means). The Client hereby also declares that they were able to influence the content of this Agreement.
- 17.3 This Agreement may only be amended or supplemented by mutually agreed addenda signed by the Merchant and the Client. The Merchant reserves the right to amend the GTC for the reasons set out in the GTC and to inform the Client of any such amendments by means of a notice displayed at the Merchant's points of sale and on the Website. The Client is entitled to object to any amendment to the GTC in the manner and within the time limit specified in the GTC.
- 17.4 Any change in the applicable legal system that affects the content of this Agreement shall replace its relevant provisions accordingly.
- 17.5 Pre-contractual and contractual relationships arising from this Agreement shall be governed by the laws of the Slovak Republic. The Contracting Parties expressly agree that, unless otherwise specified in this Agreement, the provisions of the Securities Act and the relevant provisions of Commission Delegated

Regulation (EU) 2017/565 supplementing Directive 2014/65/EU of the European Parliament and of the Council as regards organisational requirements and operating conditions for investment firms, as well as defined terms for the purposes of that Directive, and the relevant provisions of Act No. 40/1964 Coll. of the Civil Code and the relevant provisions of the Commercial Code.

- 17.6 If the Agreement is concluded by means of distance communication, both Contracting Parties hereby give their consent to this. They consider this form to be sufficient and complete, whilst taking into account the possibility of requesting that the Agreement be concluded in writing.
- 17.7 The Contracting Parties declare that they have expressly agreed that the courts of the Slovak Republic shall have exclusive jurisdiction to resolve all disputes arising from the contractual relationship established under this Contract or claims for damages. For the avoidance of any doubt, this does not affect the protection of the Client as a consumer provided by provisions from which it is not possible to derogate by agreement under the law which, in the absence of a choice, would be applicable pursuant to Article 6(1) 1 of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I). Disputes may also be resolved out of court in accordance with the Trader's Complaints Procedure.

An integral part of this Agreement is Annex No. 1 – CFD Trading Terms and Conditions

- 17.8 The Contracting Parties declare that they have mutually understood the provisions of the Agreement in terms of both content and scope, and that these provisions express their free and serious will.

Annex 1 – CFD TRADING TERMS AND CONDITIONS

1. Scope

1.1. This Annex applies only to Clients who trade in CFD financial instruments.

2. Types of CFD Orders

2.1. The Client may place the following CFD Orders: (a) Buy (b) Sell (c) Sell Limit, Sell Stop (d) Buy Limit, Buy Stop (e) Take Profit, Stop Loss (f) Expiry Setting (g) Other Orders available on the Platform.

3. Placing, Cancelling or Deleting Orders and Execution of Client Orders

3.1. The Parties agree that CFD trading may be subject to additional terms, requirements, features and restrictions available on each Platform, and the Client agrees that these are binding on them and that the Trader is entitled to amend them without prior notice to the Client; **The Client therefore agrees to check for any such changes before placing a new CFD Order.** Furthermore, CFD Orders are placed and executed in accordance with the Terms and Conditions, financial charges, Rollover Policy and trading hours available on the Website, and the Broker is entitled to amend them without prior notice to the Client. The Client also agrees to pay the applicable Management Fee for trading in Physical Shares.

3.2. Orders may be placed, executed and (where permitted) amended or cancelled during trading hours for each CFD as set out on the Website in its current version. Unfilled pending orders remain valid for the next trading session (where applicable). Market orders that have not been executed due to insufficient volume shall not remain valid and shall be cancelled. All open spot positions shall be rolled over to the next Business Day upon the close of trading on the relevant Underlying Market, without prejudice to the Trader's right to close open spot positions. Any open forward position shall, upon expiry of the relevant period, be rolled over to the next relevant period, without prejudice to the Trader's right to close an open forward position.

3.3. Orders are valid in accordance with the type and time of the Order as specified by the Client. Unless a validity period is specified, the Order is valid indefinitely. However, the Trader may cancel one or all Pending Orders if the value of the Assets in the Client's Account reaches zero.

3.4. Once submitted to the market, Orders cannot be amended or cancelled. Stop Loss and Take Profit Orders may be amended even after the trade has been submitted to the market, provided their value is higher than a specific level (depending on the trading symbol).

3.5. The Client may change the expiry date of Pending Orders or cancel or amend a Pending Order prior to its execution.

3.6. The Trader accepts and executes all Orders placed by the Client strictly in accordance with their terms. The Trader is not responsible for verifying the accuracy of any Order.

3.7. Orders are executed as follows: (a) Take Profit (T/P) orders are executed at the specified prices; (b) Stop Loss (S/L) orders are executed at the specified prices, subject to market opening prices; (c) Stop Loss (S/L) Orders set for locked positions are executed at the first market price – the first price obtained by the Trader; (d) Buy Stop and Sell Stop Orders to open a position are executed at the first market prices – the first price obtained by the Trader.

3.8. For the duration of this Agreement, the Trader shall, in relation to all individual CFD trades, accept the Client's Orders and forward them to a third party, which shall act as the Execution Venue and the counterparty to the CFD. A list of the Trader's Execution Venues is available on the Website. The Trader shall not act as the counterparty to the CFD.

3.9. Unless otherwise specified in the Agreement, the Trader is under no obligation to monitor or inform the Client of the status of a Transaction or to close any of the Client's Open Positions. Should

the Trader decide to do so, it shall be at its own discretion and it shall not thereby assume any obligation to continue to do so.

3.10. The Client is responsible for ensuring that they are always aware of their positions.

4. Quotes

4.1. If the Trader is unable to process an Order due to price, volume or any other reason, the Trader shall send the Client a new Quote with the price at which it is willing to execute the trade.

4.2. The Quotes displayed on the Platform are current. However, in the event of high volatility in the Underlying Market, the execution of an Order may vary due to the time of execution, and although the Client may request a specific price, they will receive the first price available on the market.

4.3. The Trader provides Quotes taking into account the price of the Underlying Asset, but this does not mean that these Quotes are a specific percentage representation of the price of the Underlying Asset. When the relevant Underlying Market is closed, the Quotes provided by the Dealer will reflect its estimated Bid and Ask prices for the relevant Underlying Asset at that time. The Client acknowledges that the Dealer sets such Quotes at its own discretion.

5. Financial charges, rollover policy and trading hours

5.1. All CFDs provided by the Trader are subject to a daily financing charge. The financing charges for different types of CFDs are set out in the Terms and Conditions, which are available on the Website and/or the Platform.

5.2. All Physical Shares provided by the Trader are subject to a daily Management Fee for maintaining an open position, which is charged at the end of each business day, and the fee is tripled every Wednesday.

6. Swaps

6.1. The Trader shall display on its Website the times at which swap points are calculated. On Wednesdays, these are tripled on the Platform.

7. Lots

7.1. The size of 1 (one) standard lot is the unit of measurement specified for each CFD. The Trader may, at its discretion, offer standard lots, micro lots and mini lots, as set out in the current version of the Terms and Conditions.

8. Trailing Stop, Expert Advisor and Stop Loss Orders

8.1. The Client agrees that trading operations utilising additional features of the Platform, such as, but not limited to, Trailing Stop and/or Expert Advisor or similar automated trading software, are carried out solely at the Client's own risk, as they depend directly on the Client's trading terminal and the Broker bears no liability.

8.2. The Client agrees that placing a Stop Loss Order may not necessarily limit losses to the specified amounts, as market conditions may prevent the execution of such an Order at the specified price, and the Broker bears no liability.

9. Margin Requirements

9.1. The Client must provide and maintain Initial and/or Hedging Margin at such levels as the Trader may, at its sole discretion, determine from time to time in accordance with the Terms and Conditions for each type of CFD.

9.2. The Client is responsible for ensuring that they understand how Margin is calculated.

9.3. Unless prevented by force majeure, the Trader is entitled to amend the Margin Requirements, of which it shall notify the Client in writing ten (10) Business Days in advance. In such a case, the Trader is entitled to apply the new Margin Requirements to new positions as well as to existing Open Positions.

9.4. The Trader has the right to change the Margin Requirements without prior notice to the Client in the event of force majeure. In such a situation, the Trader has the right to apply the new Margin Requirements to new Positions as well as to existing Open Positions.

9.5. The Trader has the right to close or limit the volume of the Client's Open Positions (new or total) and to reject new Orders in any of the following cases: (a) The Trader considers that unusual trading conditions have arisen in the market. (b) The value of the Client's collateral has fallen below the minimum Margin Requirement. (c) If the Assets (current balance including Open Positions) are at any time equal to or less than the specified percentage of the Margin (collateral) required to maintain an Open Position. (d) The Trader issues a Margin Call and the Client fails to meet it. (e) In the event of the Client's failure to meet their obligations

9.6. The Client is obliged to inform the Trader immediately if they believe they will be unable to make the Margin Call payment on time.

9.7. Once a Margin Call has been issued, the Client will be offered all or some of the following three options to resolve the situation: (a) To limit their activities (i.e. close trades); or (b) To hedge their positions (i.e. open offsetting positions against existing positions) whilst they reassess the situation; or (c) To deposit further funds into the Client Account.

9.8. If the Client fails to meet the Margin Call and the market moves against them, their positions will be closed at the 50% Stop Out level and the Trader has the right to reject a new Order. Depending on specific market conditions, the Client may lose more than 50% of their Margin.

9.9. The Margin must be paid in cash in the Currency of the Client Account.

9.10. The Client undertakes not to create any security interest in the Margin transferred to the Broker, nor to consent to any assignment or transfer thereof.

10. Benefits

10.1. The Trader is entitled, at its discretion and in accordance with the Applicable Regulations, to provide its Clients from time to time with various benefits in accordance with the Applicable Regulations (hereinafter referred to as "Benefits"). Additional terms and conditions may always apply to the Benefits.

11. Trading with a robot

11.1. If a Client wishes to use a robot, they must first obtain the Trader's prior written consent. A breach of this obligation shall be deemed a breach of the Client's obligations. Trading with a robot means the automated submission of Orders based on algorithmic calculations.

12. Fees

12.1. The Trader obtains data from a third party for the purpose of determining the amount of swaps, commissions and spreads in relation to a given type of CFD or Physical Share. It should be noted that the Trader receives commissions/incentives from third-party financial institutions or

derives its commission from mark-ups added to the price obtained from third-party financial institutions to which the Client's Orders are routed for settlement. The Dealer shall disclose information regarding these commissions to the Client on its Website and/or by other means in accordance with the Applicable Regulations. The Dealer shall inform its Clients at least once a year of the actual amount of their payments.

13. Difference and Settlement

13.1. Upon completion of a Transaction:

(a) The Client is liable for the Difference if the Transaction is: • a Sell and the closing price of the Transaction is higher than the opening price of the Transaction; or • a Buy and the closing price of the Transaction is lower than the opening price of the Transaction.

(b) The Client shall receive the Difference if the Transaction is: • a Sell and the closing price of the Transaction is lower than the opening price of the Transaction; or • a Buy and the closing price of the Transaction is higher than the opening price of the Transaction.

13.2. Unless otherwise agreed by the Trader, all amounts for which either Party is liable under clause 13.1. above are payable immediately upon the conclusion of the Transaction. The Client hereby authorises the Dealer to debit or credit the Client's Account with the relevant amounts upon the completion of each Transaction. It is understood that from the moment the Client submits an Order until the Order is executed and the Transaction concluded, the Maintenance Margin shall not be used as collateral and shall therefore not be available for withdrawal.