

DETAILED INFORMATION CONCERNING NOBLE SECURITIES S.A.

(of June 2025)

Table of contents:

I.	Introduction.....	2
II.	Scope of services provided by NS.....	2
III.	Risks associated with the provision of services by NS.....	2
IV.	Bundled and tied sales.....	3
V.	Supervisory authority.....	5
VI.	Contact details for NS.....	5
VII.	Languages of communication with Noble Securities S.A.....	5
VIII.	Information on the operation of Noble Securities S.A. via investment firm agents.....	6
IX.	Compensation scheme.....	6
X.	Costs, fees and taxes related to brokerage services.....	6
XI.	Information on fees and costs.....	7
XII.	Benefits received by NS from Investment Fund Companies.....	10
XIII.	Complaints.....	11
XIV.	General description of the “Rules and Regulations for the Management of Conflicts of Interest at NS”.....	13
XV.	Reports.....	13
XVI.	Right of withdrawal from a remote agreement.....	14
XVII.	Law and court competent to settle disputes related to the performance of the agreement.....	14
XVIII.	Procedure in the event of loss of identity card by the Client.....	14
XIX.	Information regarding the processing of personal data of Clients.....	14

I. Introduction

The material contains information concerning Noble Securities S.A. based in Warsaw, ul. Prosta 67, 00-838 Warsaw, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register, under KRS number 0000018651, with the share capital of PLN 3,494,747 (fully paid up), REGON (National Business Registry Number): 350647408, NIP (Tax Identification Number): 6760108427 ("**NS**").

NS is part of the Skarbiec Holding S.A. capital group.

II. Scope of services provided by NS

NS conducts brokerage activities as defined in the Act of 29 July 2005 on Trading in Financial Instruments ("**Act**") in the following areas:

- 1) accepting and transferring orders to purchase or sell financial instruments,
- 2) execution of orders to purchase or sell financial instruments on behalf of the client ("**order execution service**"),
- 3) execution of orders to purchase or sell wholesale energy products traded on an organised trading platform, which must be settled by physical delivery, as referred to in Article 2(1)(2)(e) of the Act ("**energy products**"), on behalf of the client,
- 4) purchasing or disposing of financial instruments on its own account,
- 5) investment consulting (on a dependent basis),
- 6) offering financial instruments,
- 7) the safekeeping or registration of financial instruments, including the maintenance of securities accounts, derivatives accounts and cash accounts ("**account maintenance service**");
- 8) corporate advisory services in respect of capital structure, corporate strategy or other related matters;
- 9) advisory and related services in connection with mergers, demergers or acquisitions of undertakings;
- 10) preparing investment research, financial analyses and other general recommendations relating to transactions in financial instruments;
- 11) performing activities determined in the above points relating to underlying instruments of derivatives where such activities are connected with brokerage activities.

NS also operates on the markets of the Towarowa Gielda Energii S.A. ("**TGE**", Polish Power Exchange), including:

- 1) on the Exchange Commodity Market, in respect of exchange-traded commodities;
- 2) on the Agricultural and Food Market, in respect of exchange-traded agricultural and food commodities;
- 3) on the Organised Trading Facility (OTF), in respect of wholesale-traded energy products and derivatives.

The detailed terms and conditions governing the provision of brokerage services are set out in the relevant agreements and regulations available at www.noblesecurities.pl

III. Risks associated with the provision of services by NS

The use of the above-mentioned services may involve various types of risk.

- 1) Investments in financial instruments, energy products or exchange-traded commodities entail, in particular, market risk, i.e. the risk of price fluctuations in the underlying instrument, energy product or commodity.
- 2) The prices of financial instruments are influenced by a variety of factors that may be independent of the issuer and its financial performance, including:
 - a) changing economic conditions,
 - b) laws and regulations,
 - c) political situation,
 - d) taxation frameworks.
- 3) Investments in financial instruments, energy products or exchange-traded commodities may result in the partial or total loss of invested capital and may also give rise to additional costs, particularly in the case of leveraged transactions.
- 4) Detailed information on the risks associated with investing in financial instruments is available on NS's website at www.noblesecurities.pl in the document entitled "General Description of the Nature of Financial Instruments and of the Risks Associated with Investing in Financial Instruments" (available under the "Brokerage House" / "Brokerage Account" / "Documents" tabs)
- 5) Investment in financial instruments that are the subject of:
 - a) the investment advisory service, or
 - b) the preparation of investment analyses, financial analyses or other general recommendations concerning transactions in financial instruments,

does not eliminate investment risk. While NS endeavours to minimise such risks, their complete elimination is not possible. Recommendations received from NS shall not be regarded by the Client as an assurance or guarantee that losses will be avoided or that expected results (in particular

profits or other benefits arising from transactions executed on the basis of such recommendations, or from decisions to refrain from executing such transactions) will be achieved.

- 6) In "Noble Securities S.A. Order Execution Policy," NS specifies the systems through which client orders are executed.

Investors should be aware of the risks arising from:

- a) inadequate or faulty internal processes,
 - b) technical system failures or external events, and
 - c) the influence of third parties,
all of which may result in the incorrect execution or settlement of an order.
- 7) Clients holding assets with NS should also take into account the risk of loss of those assets in the event of NS's insolvency.
- 8) In the event that enforcement proceedings are initiated against NS, clients' funds held by NS are not subject to seizure; in the event of NS's bankruptcy, such funds do not form part of the bankruptcy estate.
- 9) Clients whose funds are held by NS in its bank accounts maintained with domestic banks or branches of foreign banks covered by a mandatory deposit guarantee scheme, are protected under that scheme:
- a) up to the limit corresponding to their proportionate share of the balance held in such account, to a maximum amount equivalent to EUR 100,000,
 - b) regardless of the total amount and number of accounts held or claims owed by a given bank to the Client.
- 10) Pursuant to applicable law, this guarantee protection extends only to persons and entities identified as eligible under the deposit guarantee scheme, which requires accurate and consistent identification data..
- 11) Payment of guaranteed funds may take place upon the decision of the Polish Financial Supervision Authority ("KNF") to suspend a bank's operations and appoint an administrator, provided this has not occurred earlier, and upon the filing of a petition with the court to declare the bank insolvent or to initiate restructuring proceedings.
- 12) The deposit guarantee system covers:
- a) natural persons,
 - b) legal persons,
 - c) business units without legal personality that possess legal capacity,
 - d) school savings unions, and
 - e) employee savings and credit cooperatives.

- 13) It does not cover, among others: financial institutions, members of the management of the relevant bank, or its principal shareholders.

- 14) Clients' receivables not covered by the guarantee scheme remain the claims of NS. The Client should bear in mind that the information set out above concerning the types of risk associated with services provided by NS is not exhaustive. In a particular situation in which the Client finds or may find themselves, other risk factors may arise beyond those indicated by NS.

- 15) In accordance with the applicable service regulations, NS may, under specified terms and conditions, establish security interests over clients' instruments or funds for the benefit of NS.

- 16) If the manner in which NS provides a service makes access to that service difficult for a consumer Client with special needs, such Client should contact NS at.

biuro@noblesecurities.pl

In response, NS will indicate the available means of accessing the relevant service.

IV. Bundled and tied sales

- 1) Cross-selling refers to both bundled sales and tied sales.
- 2) Bundled sales consist in NS providing a brokerage service:
 - a) as defined in Article 69(2) of the Act, and
 - b) other services,
under a single agreement, where each such service could also be provided by NS under a separate agreement, and where the Client has the option to conclude separate agreements with NS in respect of each of those services.
- 3) Tied sales consist in NS providing a brokerage service:
 - a) as defined in Article 69(2) of the Act, and
 - b) other services under a single agreement, where the conclusion of one agreement is a condition for the conclusion of another, and where at least one of the services cannot be provided by NS under a separate agreement.
- 4) Within the framework of tied sales, NS provides the following services:
 - a) account maintenance,
 - b) acceptance and transmission of orders,
 - c) execution of orders,
 - d) investment consulting,
 - e) preparation of investment analyses, financial analyses and other general recommendations relating to transactions in financial instruments.

- 5) Under tied sales arrangements, NS provides services on the basis of:
- a) the Brokerage and Dealing Services Agreement, which governs the provision of account maintenance, acceptance and transmission of orders, and order execution services. Fees and commissions are set out in the Table of Fees and Commissions of Noble Securities S.A.
 - b) The Agreement for the Maintenance of an Individual Retirement Account and the Provision of Brokerage and Dealing Services by Noble Securities S.A., which governs the provision of account maintenance, acceptance and transmission of orders and order execution services. Fees and commissions are set out in the Table of Fees and Commissions of Noble Securities S.A.
 - c) The Agreement for the Maintenance of an Individual Retirement Security Account and the Provision of Brokerage and Dealing Services by Noble Securities S.A., which governs the provision of account maintenance, acceptance and transmission of orders and order execution services. Fees and commissions are set out in the Table of Fees and Commissions of Noble Securities S.A.
 - d) The Brokerage and Dealing Services Agreement in the Field of Acceptance and Transmission of Orders governs the provision of account maintenance services, and acceptance and transmission of orders. Fees and commissions are specified in the Table of Fees and Commissions of Noble Securities S.A. It is not possible to provide the service involving acceptance and transmission of orders or the order execution service without the simultaneous provision of the account maintenance service, subject to individually negotiated agreements with Clients under which these services may be provided under different terms.
 - e) Under the Brokerage Services Agreement in the Area of Trading in Derivatives on the Organised Trading Facility (OTF) of the Polish Power Exchange (TGE), services may be provided only after the Client has entered into an Agreement for the Provision of Services by Noble Securities S.A. on the Exchange-Traded Commodities Market and on the Derivatives Markets for Energy Products Organised by TGE.
- 6) Entering into the following agreements:
- a) the Agreement for the Provision of Services Involving the Execution of Orders to Purchase or Sell Derivatives, which governs the provision of: acceptance and transmission, and order execution;
 - b) the Agreement for the Provision of Investment Advisory Services by Noble Securities S.A., which governs the provision of investment advisory services;
- is possible only after the Client has entered into the Brokerage and Dealing Services Agreement with the Brokerage House.
- 7) Fees and commissions related to services provided under tied sales referred to in points 5(a)-(d) and 6(a) are set out in the Table of Fees and Commissions of Noble Securities S.A.
 - 8) Fees and commissions related to services provided under tied sales referred to in point 6(b) are set out in the Table of Fees and Commissions of Noble Securities S.A. and the "Table of Fees of Noble Securities S.A. Relating to the Investment Advisory Service."
 - 9) Fees and commissions related to services provided under tied sales referred to in point 5(e) are set out in the Table of Fees and Commissions for the Provision by Noble Securities S.A. of Brokerage Services in the Area of Trading in Derivatives on the Organised Trading Facility (OTF) of the Polish Power Exchange S.A.
 - 10) Entering into an agreement as part of a tied sale does not alter the level of risk associated with the use of those services, compared with the risks arising from using such services under separate agreements.
 - 11) Within the framework of bundled sales, NS provides services under a single agreement, namely:
 - a) Brokerage services agreements provided to clients for whom the cash account and securities account are maintained by a custodian bank. Under this agreement, NS provides: acceptance and transmission of orders, order execution, and preparation of investment analyses, financial analyses and other general recommendations concerning transactions in financial instruments. Fees and commissions are specified in this agreement.
 - b) The agreement concerning the provision of services relating to the offering of financial instruments, corporate advisory services in respect of capital structure, business strategy or other matters related to such structure or strategy, the performance of the functions of issue agent, issue sponsor, paying agent, documentation agent, market maker, issuer's market maker and authorised adviser in the alternative trading system. Under these agreements, NS provides services relating to the offering of financial instruments, corporate advisory services in respect of capital structure, business strategy or other matters related to such structure or strategy, the performance of the functions of issue agent, issue sponsor, paying agent, documentation agent, market maker, issuer's market maker and authorised adviser in the alternative trading system. Fees and commissions are specified in these agreements.

- 12) Conclusion of agreements in the form of a combined sale or separately does not change the risk associated with the use of these services for the Client.
 - 13) A description of the types of risks arising from the various services provided within cross-selling arrangements is available online at www.noblesecurities.pl (under the tabs: "Brokerage House" / "Brokerage Account" / "Documents").
 - 14) Costs and fees connected with concluding an agreement or agreements as part of cross-selling with the use of the Internet or in any other way without the direct involvement of an employee of NS do not differ from the costs and fees of agreements concluded in the presence of an employee of NS.
 - 15) The nature, frequency, and timing of financial statements concerning the performance of services provided by NS to the Client are specified in the relevant service regulations.
- 3) in Client Service Points (the updated list of CSPs is available at www.noblesecurities.pl),
 - 4) by e-mail to the following e-mail addresses:
 - a) biuro@noblesecurities.pl – general.
 - b) makler@noblesecurities.pl – dedicated to services within the scope of the Warsaw Stock Exchange,
 - c) energia@noblesecurities.pl – dedicated to services on the Polish Power Exchange markets.
 - 5) via the website – www.noblesecurities.pl,
 - 6) by correspondence to the address:

Noble Securities S.A.,
ul. Prosta 67, 00-838 Warsaw,
Electronic delivery address, registered in the Electronic Address Database:
AE:PL-98993-69588-WVJSA-30.

V. Supervisory authority

The supervisory authority overseeing the activities of NS is the Polish Financial Supervision Authority.

Registered address:

Komisja Nadzoru Finansowego [Polish Financial Supervision Authority]

ul. Piękna 20
00-549 Warszawa

www.knf.gov.pl

Correspondence address:

Urząd Komisji Nadzoru Finansowego [Office of the Polish Financial Supervision Authority]

ul. Piękna 20
00-549 Warszawa

P.O. Box No. 419

www.knf.gov.pl

VI. Contact details for NS

Clients may contact NS through the following channels:

- 1) by telephone +48 (12) 422 31 00, a list of telephone numbers of Customer Service Points ("CSP") is available online at www.noblesecurities.pl.
- 2) by telephone +48 22 213 22 58 – a dedicated line for placing orders on the commodity futures market of the Polish Power Exchange (TGE) and for transactions involving REMIT carve-out instruments.

- 3) in Client Service Points (the updated list of CSPs is available at www.noblesecurities.pl),
- 4) by e-mail to the following e-mail addresses:
 - a) biuro@noblesecurities.pl – general.
 - b) makler@noblesecurities.pl – dedicated to services within the scope of the Warsaw Stock Exchange,
 - c) energia@noblesecurities.pl – dedicated to services on the Polish Power Exchange markets.
- 5) via the website – www.noblesecurities.pl,
- 6) by correspondence to the address:

Noble Securities S.A.,
ul. Prosta 67, 00-838 Warsaw,
Electronic delivery address, registered in the Electronic Address Database:
AE:PL-98993-69588-WVJSA-30.

NS may record telephone calls and retain electronic correspondence.

A copy of any recorded call or correspondence with the Client may be provided, upon the Client's request and subject to a fee, for a period of five years.

VII. Languages of communication with Noble Securities S.A.

- 1) Client services at NS are conducted in Polish.
- 2) Clients of NS who do not speak Polish should ensure that a translator fluent in both their own language and Polish is present during communication with NS.
- 3) Where an NS employee serving a non-Polish-speaking Client is fluent in the Client's language, service may be provided in that language.
- 4) Service for institutional Clients and Clients operating on the Polish Power Exchange markets and handled by NS's Head Office may also be provided in English.
- 5) Documents used by NS in Client servicing and any information provided to Clients are prepared in Polish.
- 6) Documents in other languages may be used upon the Client's request, and, where the Client is a consumer, only after the Client has expressly consented to the use of such documents.

VIII. Information on the operation of Noble Securities S.A. via investment firm agents

NS does not operate through an agent entered in the register of agents of investment firms maintained by the Polish Financial Supervision Authority (KNF).

IX. Compensation scheme

- 1) NS is a participant in the compensation scheme operated by Krajowy Depozyt Papierów Wartościowych S.A. ("KDPW").
- 2) The compensation scheme is designed to ensure the payment of funds to Clients in the event of:
 - a) the declaration of bankruptcy of NS or the initiation of restructuring proceedings in respect of NS; or
 - b) a final and binding court decision dismissing a bankruptcy petition on the grounds that the assets of NS are insufficient, or only sufficient, to cover the costs of the proceedings; or
 - c) a determination by the Polish Financial Supervision Authority (KNF) that NS is unable, for reasons directly related to its financial condition, to discharge its obligations towards investors and that such obligations cannot be fulfilled in the near future.
- 3) The objective of the compensation scheme is to provide Clients with:
 - a) payments from the scheme up to the limits specified by law; and
 - b) compensation for the value of lost financial instruments held by them in brokerage houses (excluding Clients' funds held in connection with their use of services relating to the trading of exchange-traded commodities as defined in the Act of 26 October 2000 on Commodity Exchanges, and also excluding wholesale energy products traded on an Organised Trading Facility which must be settled by physical delivery, as referred to in Article 2(1)(2)(e) of the Act).
- 4) The compensation scheme covers the payment of Client funds, reduced by any amounts owed by the investor to the brokerage house arising from the services provided (as at the date on which one of the above circumstances occurs), up to the equivalent in Polish zloty of:
 - a) EUR 3,000, covered in full (100%) of the value of funds subject to compensation, and
 - b) 90% of the excess amount above that threshold, where the maximum total compensation shall not exceed the equivalent in Polish zloty of EUR 22,000.

- 5) For the purpose of calculating the equivalent amount in zloty, the average exchange rate of the euro published by the National Bank of Poland on the date of the occurrence giving rise to the compensation payment shall be applied.
- 6) The amounts specified in point 4 represent the maximum level of the Client's claim, irrespective of total value or number of accounts held, or the number of receivables owed to the Client by a given brokerage house.
- 7) For information on the compensation scheme go to www.kdpw.pl.

X. Costs, fees and taxes related to brokerage services

- 1) NS does not provide cash handling services to Clients. All settlements and payments between NS and the Client are made through:
 - a) cash accounts maintained by NS on behalf of the Client,
 - b) bank accounts of NS and the Client, and
 - c) financial intermediation websites.
- 2) The Client shall bear the fees and commissions specified in the applicable fee and commission schedules related to the given service, which remain binding until amended.
- 3) NS shall inform the Client or potential Client of any amendments to the fee and commission schedules at least 14 days prior to their effective date.
- 4) The Client may terminate the agreement before the effective date of the amendments to the table of fees and commissions. Until the expiry of the notice period, the Client is bound by the existing Table of Fees and Commissions.
- 5) Apart from the fees and commissions referred to in point 2) above, the Client shall not bear any fees or commissions charged by entities whose services are used by NS, unless otherwise provided in the relevant regulations, agreements or fee and commission schedules under which NS provides brokerage services.
- 6) The amount of fees and commissions referred to in point 2) already includes costs charged to NS by:
 - a) Giełda Papierów Wartościowych w Warszawie S.A. ("GPW"),
 - b) NDS, and
 - c) KDPW_CCP S.A.,in accordance with their respective regulations and tables of fees, available on their official websites (www.gpw.pl, www.kdpw.pl, www.kdpwccp.pl) as

well as other fees and commissions payable to intermediaries of NS and other market participants.

- 7) The amount of fees and commissions referred to in point 2 does not include fees charged to NS by the Polish Power Exchange S.A. (TGE) and Izba Rozliczeniowa Giełd Towarowych S.A. in respect of intermediation on TGE markets, in accordance with the applicable regulations and tables of fees published by those entities (on their websites) or other fees and commissions payable to intermediaries of NS and other participants in that market.
- 8) The amount of fees and commissions referred to in item 2 also includes remuneration paid by NS to counterparties cooperating with NS in the provision of client servicing.
- 9) The Client bears the costs of communication with NS.
- 10) The cost of sending an agreement concluded remotely via courier service is borne by NS.
- 11) If, however, the Client prints the account opening documents and sends them to NS by post or courier, the Client bears the cost of dispatch.
- 12) Funds paid by the Client to NS are not interest-bearing, unless NS specifies otherwise in:
 - a) the terms and conditions of the relevant service, or
 - b) the agreement with the Client, or
 - c) another document made available to the Client, defining the method of calculating and determining interest on such funds for the Client.
- 13) NS holds Clients' funds in bank accounts maintained for NS by domestic banks, including, among others, the following: Santander Bank Polska S.A., Bank Ochrony Środowiska S.A.
- 14) To safeguard Clients' rights to their funds, these funds are deposited in bank accounts separate from NS's own funds (This separation, as a rule, prevents the use of Clients' funds by NS for its own purposes).
- 15) NS keeps Clients' funds separately for services related to:
 - a) financial instruments, including intermediation on markets operated by the Warsaw Stock Exchange, and
 - b) exchange-traded commodities and energy products, including intermediation on markets operated by TGE,in separate bank accounts.
- 16) Clients' funds referred to in point 15 are held in separate bank accounts, proportionally to the total amount of all Clients' funds, divided according to the specified service categories (subject to separate contractual

arrangements with the Client and the rules governing the protection of Clients' rights).

- 17) When selecting a bank in which Clients' funds are deposited, NS exercises due care, taking into account in particular:
 - a) the protection of Clients' rights,
 - b) the level of the bank's employees' professional expertise,
 - c) the reputation of the bank, and
 - d) the legal system and market practices relating to the safekeeping of Clients' funds, which may affect the ownership rights to those funds.
- 18) As a general rule, Clients' funds deposited by NS in banks are interest-bearing. NS receives income arising from the deposit of Clients' funds with banks.
- 19) The interest rate on such funds is variable and depends, for example, on market interest rates such as WIBOR (Warsaw Interbank Offered Rate – the reference rate for loans on the Polish interbank market) or WIBID (Warsaw Interbank Bid Rate – the annual interest rate paid by banks in Warsaw for deposits accepted from other banks), as well as the current arrangements made with the relevant bank.
- 20) Information on the interest rate applicable to Clients' funds deposited by NS in bank accounts is published:
 - a) after the end of the first half-year, and
 - b) after the end of the second half-year.
- 21) The information referred to in point 20 is made available online at www.noblesecurities.pl in the "About Us" / "Regulations" / "Information Policy" tab.
- 22) Information on the amount of Clients' funds deposited with NS is disclosed in NS's financial statements, which are available on the company's website.

XI. Information on fees and costs

- 1) Information on fees and costs is provided to Clients in the form of ex-ante and ex-post disclosures, in accordance with the principles set out in the relevant agreements or terms and conditions of services.
- 2) Investing in financial instruments entails tax obligations.
- 3) Clients should verify the applicable tax laws on their own or seek the assistance of a qualified tax or legal adviser.
- 4) NS accepts no responsibility for whether the Client acts in accordance with, or disregards, the above information.
- 5) In cases required by law, certain fees and commissions specified in the fee and commission schedule include

- Value Added Tax (VAT) at the rate applicable under those laws.
- 6) According to the interpretation issued by the Director of the National Revenue Information (Krajowa Informacja Skarbowa), the following activities are subject to VAT, among others:
 - a) preparing an account statement for a period earlier than the last 12 calendar months (including the month in which the Client's instruction is submitted),
 - b) preparing a statement of account other than the current one,
 - c) accepting and processing a request by a Client holding dematerialised bearer shares in a public company for the issuance of a registered certificate of entitlement to participate in the general meeting of that company,
 - d) issuing a settlement instruction in connection with a cash transaction executed through the National Depository for Securities (KDPW) (excluding a buy-back offer by the issuer),
 - e) preparing a detailed breakdown of revenues and costs included in the PIT-8C tax information, except where such preparation relates to the consideration of a Client's complaint,
 - f) issuing a duplicate of the PIT-8C tax information,
 - g) issuing a correction to the PIT-8C tax information due to additional information received by NS, including data on the Client's tax-deductible costs,
 - h) sending, at the Client's request, written correspondence (by postal operator or courier) in connection with brokerage services, excluding correspondence related to complaints and order confirmations,
 - i) issuing certificates,
 - j) confirming the execution of orders for a given day in written form,
 - k) redistribution of market data via the Internet,
 - l) selected services listed in the table of fees and commissions for brokerage services provided by NS on TGE markets,
 - m) blocking or charging an equivalent substitute fee to the Client.
 - 7) In situations where required under the Act of 11 March 2004 on Value Added Tax, fees subject to VAT are documented by invoices. In all other cases, invoices are issued upon the Client's request.
 - 8) The split payment mechanism is not applied to the settlement of exchange transactions executed on the Polish Power Exchange (TGE), due to the requirements set out in Article 108a(3) of the Act of 11 March 2004 on Value Added Tax.
 - 9) Under the Personal Income Tax Act of 26 July 1991 ("PIT Act"), NS is obliged to withhold a 19% flat-rate personal income tax on the following types of income earned within the territory of the Republic of Poland:
 - a) dividends,
 - b) other revenue from participation in the profits of legal persons,
 - c) interest and discount on securities, and
 - d) interest or other revenue from funds held in the Client's account.
 - 10) To apply a tax rate resulting from a double taxation avoidance agreement concluded between Poland and the Client's country of tax residence, the Client must provide a valid tax residence certificate issued by the competent tax authority of that country, indicating the date from which the Client has been considered a tax resident of that jurisdiction.
 - 11) The Client is required to provide an up-to-date certificate of residence once a year prior to the certificate expiry date or, if any data included in the certificate change, without undue delay.
 - 12) The certificate of tax residence shall be submitted in the original, as a notarised copy, or in electronic form (exclusively where the legislation of the Client's country of residence allows for such certificates to be issued electronically by the competent authority).
 - 13) A certified translation into Polish shall be attached to the certificate of tax residence.
 - 14) In addition, the certificate must be duly apostilled or legalised, unless the country in which it was issued is a party to the *1961 Hague Convention Abolishing the Requirement of Legalisation for Foreign Public Documents*, unless other legal provisions exempt the document from these formalities.
 - 15) Where the certificate of tax residence does not specify its period of validity, NS, in accordance with applicable law, shall consider this certificate for tax withholding purposes for a period of 12 months from the date of its issue.
 - 16) Where any document held by NS, in particular an invoice or agreement, indicates that the taxpayer's place of residence for tax purposes has changed within 12 months from the issue date of the certificate, NS will apply the tax rate provided for under the PIT Act.

- 17) If a valid tax residence certificate from the relevant country is not provided, tax will be charged at the rates specified in the PIT Act.
- 18) In addition to the tax residence certificate, the Client is required to submit a declaration confirming that they are the beneficial owner of the income from capital gains. In particular, the Client must confirm that they receive the income for their own benefit, independently decide how it is used and bear the economic risk associated with the potential loss of that income or any part of it. The declaration should be submitted in the form provided by NS, at least once every six months.
- 19) Income from the sale of securities or derivative financial instruments, the exercise of rights attached thereto, the acquisition of shares in companies with legal personality or participation in investment funds is subject to a 19% income tax rate, except where such income arises from business activity.
- 20) Income from capital transactions is not combined with income taxed under general rules (including employment income) or income derived from business activity.
- 21) The Client may deduct a loss incurred from a given source of income from future income derived from that same source over the next five consecutive tax years, provided that the deduction in any single year does not exceed 50% of the loss.
- 22) After the end of each calendar year, NS is required to issue to the Client an individual tax information form PIT-8C, which includes cost data and calculates the amount of income earned or the loss incurred in relation to the Client's revenue. The PIT-8C form is for informational purposes only and does not determine the Client's tax liability.
- 23) The Client is responsible for preparing a separate annual tax return using, among other data, the information included in the PIT-8C, and for paying any tax due. NS reminds Clients that, based on the PIT-8C form (including forms received from other investment firms), they must prepare a single annual tax return showing total income or loss for the tax year and submit it to their competent tax office by the end of April of the following year.
- 24) Revenue denominated in foreign currencies is converted by NS into Polish zloty (PLN) at the average exchange rate published by the National Bank of Poland on the last business day preceding the date on which the revenue was earned.
- 25) Under the Corporate Income Tax Act of 15 February 1992 ("**CIT Act**"), NS is required to withhold a 20% flat-rate corporate income tax in the case of payments of interest accrued on financial instruments or where a discount arises (the difference between the amount received upon redemption of the instrument and the acquisition cost).
- 26) This tax is withheld by NS only in respect of payments made to Clients that are legal persons or business units without legal personality that do not have their registered office or management in the territory of the Republic of Poland.
- 27) Corporate income tax on income from dividends and other profit participation derived from legal persons with their registered office or management in the Republic of Poland is 19% of the revenue received.
- 28) NS applies the tax exemption on capital gains in the form of dividends paid to the Client, provided that the taxpayer submits, no later than the record date, a statement confirming compliance with the exemption conditions set out in the CIT Act.
- 29) In addition to the above statement, the Client must also provide a declaration confirming beneficial ownership of the income from capital gains (i.e., dividends), in the form specified by NS.
- 30) Corporate income tax is withheld by NS in accordance with the double taxation avoidance agreements to which the Republic of Poland is a party. However, the application of a reduced tax rate or exemption under such an agreement is possible only if the Client provides a valid tax residence certificate issued by the competent authority, confirming the Client's registered office or management location for tax purposes.
- 31) The Client is required to provide an up-to-date certificate of residence once a year prior to the certificate expiry date or, if any data included in the certificate change, without undue delay.
- 32) The certificate must be submitted either in its original form, as a notarised copy, or in electronic form (only if permitted under the laws of the Client's country of residence, where such certificates are issued electronically by the authorised authority).
- 33) A certified translation into Polish shall be attached to the certificate of tax residence. In addition, the certificate must be duly apostilled or legalised, unless the country in which it was issued is a party to the *1961 Hague Convention Abolishing the Requirement of Legalisation for Foreign Public Documents*, unless other legal provisions exempt the document from these formalities.
- 34) Where the certificate of tax residence does not specify its period of validity, NS, in accordance with applicable law, shall consider this certificate for tax withholding purposes for a period of 12 months from the date of its issue.
- 35) Where any document held by NS, in particular an invoice or agreement, indicates that the taxpayer's registered office for tax purposes has changed within 12

months from the issue date of the certificate, NS will apply the tax rate provided for under the CIT Act.

- 36) If a valid tax residence certificate from the relevant country is not provided, tax will be charged at the rates specified in the CIT Act.
- 37) In addition to the tax residence certificate, the Client is required to submit a declaration confirming that they are the beneficial owner of the income from capital gains. In particular, the Client must confirm that they receive the income for their own benefit, independently decide how it is used and bear the economic risk associated with the potential loss of that income or any part of it. The declaration should be submitted in the form provided by NS, at least once every six months.

XII. Benefits received by NS from Investment Fund Companies

- 1) NS may receive monetary and non-monetary benefits (“incentives”) from third parties.
- 2) Where permitted under agreements with the Investment Fund Company (“IFC”) or investment fund (“Fund”), NS receives remuneration from such entities in connection with the provision of brokerage services involving the reception and transmission of orders for the acquisition or redemption of units in collective investment undertakings.
- 3) NS may accept or provide:
- monetary and non-monetary benefits necessary for the performance of the above brokerage service, and
 - monetary and non-monetary benefits intended to enhance the quality of the brokerage service provided to the Client.
- 4) Monetary benefits that NS may accept include:
- remuneration for activities directly related to the distribution of units in collective investment undertakings, or activities aimed at improving the quality of the service provided to an investor or potential investor of the Funds;
 - the amount of such remuneration is specified in the agreement between NS and the IFC and depends on the value of the expenditures incurred by NS to enhance the quality of services provided to the investor or potential investor of the Funds.
- 5) Examples of non-monetary benefits received from the IFC include:
- product training for employees serving Clients in relation to units of collective investment undertakings,
 - opportunities to attend conferences organised by the IFC;
 - training materials, including analytical materials;
 - IT materials, applications and systems;
 - advertising and information materials.
- 6) The above benefits may be continuous or periodic and depend on additional agreements or arrangements between NS and the relevant ICF or Fund.
- 7) Detailed information about the inducements received by NS in connection with the provision of brokerage services (including the portion of costs shared with or passed on to the Client in connection with investments) is provided to Clients in the form of:
- ex ante* information, before an investment is made,
 - ex post* information,
on the terms and conditions specified in agreements or rules and regulations for the provision of services.
- 8) The general rules for the acceptance and transfer of incentives at NS are set out in the “Policy on the Acceptance and Transfer of Monetary and Non-Monetary Benefits at Noble Securities S.A.”, available on the NS website www.noblesecurities.pl under the “About Us” / “Regulations” / “Information Policy” tab.

XIII. Complaints

- 1) A Client complaint may be submitted in writing:
 - a) in person at an NS Branch Office,
 - b) by post, sent to the registered office or branch address of NS,
 - c) to the NS electronic delivery address, available on the NS website (www.noblesecurities.pl) in the Contact section.
- 2) A Client complaint may also be submitted orally:
 - a) by telephone, after successful identification, provided the Client has previously agreed with NS on a telephone identification password,
 - b) in person, recorded in writing during a visit to an NS Branch Office.
- 3) Complaints may be submitted by telephone at:
 - a) (22) 213 22 58 – for complaints concerning services on the Polish Power Exchange (TGE),
 - b) the telephone numbers of NS Branch Offices – for complaints concerning other NS services.
- 4) A Client complaint may also be submitted electronically:
 - a) using the electronic form available on the NS website at www.noblesecurities.pl, after providing the Client's e-mail address; the submission of the complaint via the form is confirmed by NS by e-mail sent to the Client's e-mail address,
 - b) after logging in to a dedicated system, if such functionality is made available by NS.
- 5) A complaint may also be sent to the electronic delivery address of NS, registered in the national Electronic Address Database maintained by the Minister of Digital Affairs, and indicated on the NS website under the Contact section.
- 6) A Client may submit a complaint even after the termination of the agreement provided that it concerns the provision of services by NS.
- 7) NS will not consider complaints submitted more than five years after the date of the event giving rise to the complaint or after termination of the agreement. The five-year period is calculated from the year following the event or termination date. NS will inform the Client or potential Client if a complaint has been left without examination.
- 8) The following do not constitute a complaint:
 - a) questions regarding the product portfolio offered by NS,
 - b) questions regarding the Client's legal situation,
 - c) requests for clarification of the Client's factual situation.
- 9) Complaints related to a payment system should be addressed directly to the operator of that payment system.
- 10) If there is any doubt as to whether a complaint has been submitted by the Client, NS may perform additional verification, in particular by returning the call to the phone number held on record for the Client.
- 11) A complaint may also be submitted by a Client's authorised representative, duly appointed for this purpose, holding a power of attorney granted in at least simple written form. A response to a complaint submitted by an authorised representative is also sent to the Client.
- 12) Upon the Client's request, if a complaint is submitted:
 - a) in person at an NS Branch Office or the Head Office – an NS employee will make a copy of the submitted complaint and confirm the date of receipt,
 - b) by telephone or electronically – NS will confirm the date of receipt either by e-mail (if the Client's e-mail address is known to NS) or in writing to the Client's postal address.
- 13) In the complaint, the Client is required to provide the following details:
 - a) first and last name (business name),
 - b) the account number, unless
 - i. NS provides services to the Client without maintaining an account, in which case the Client must provide their PESEL/NIP/KRS numbers,
 - ii. in the case of a potential Client, their name or business name, and correspondence address or e-mail address,
 - c) information indicating the subject of the complaint,
 - d) In the case of a Complaint submitted by a Client who is a consumer, in which the Client raises concerns that NS has failed to ensure that the accessibility requirements for the services provided have been met, the complaint should indicate the specific accessibility requirement that the service provided by NS fails to meet and a request for NS to ensure compliance with that requirement. The complaint may also indicate the preferred method by which the Client would like NS to fulfil the accessibility requirement in the service provided. Such a complaint may be sent to NS at the following e-mail address: biuro@noblesecurities.pl

- e) the Client's position on the matter that is the subject of the complaint,
 - f) originals or copies of documents related to the subject of the complaint, if necessary to clarify relevant circumstances, and
 - g) if the Client wishes to receive a reply by e-mail, a request for electronic correspondence should be attached.
- 14) NS will not consider complaints that do not contain sufficient information to identify the Client.
- 15) During the review of a complaint, NS may, in order to clarify all material circumstances of the case, contact the Client (in person, by telephone or by e-mail) to request additional information, explanations or documents if:
- a) the content of the complaint does not allow NS to clearly determine its subject or the Client's position, or
 - b) such information is necessary for a fair assessment of the complaint; if the Client fails to provide the requested information or take the necessary action to enable the complaint to be examined, NS may leave the complaint unconsidered.
- 16) The response to a complaint should include:
- a) the decision regarding the subject matter of the complaint,
 - b) a factual and legal justification, unless the nature of the Client's allegations makes such justification unnecessary,
 - c) comprehensive information regarding the issue raised, including relevant provisions of the agreement, applicable legal regulations and internal NS rules, unless the nature of the complaint makes such references unnecessary,
 - d) the name and position of the person providing the response, and
 - e) the deadline for fulfilment of the Client's claim, where the complaint has been upheld, as follows:
 - i. for complaints concerning services provided by NS – no later than 30 days from the date the response is issued,
 - ii. for complaints submitted by consumers concerning the failure of NS to ensure accessibility requirements for its services – no later than 6 months from the date the complaint was received.
- 17) The Client should endeavour to submit a complaint promptly after becoming aware of the circumstances justifying its submission.
- 18) NS provides a written response to the Client's complaint without undue delay, but no later than 30 days from the date of receipt of the complaint.
- 19) The response is sent to the Client's correspondence address or electronic delivery address. At the Client's request, the response may also be delivered to the Client's e-mail address.
- 20) The deadline for providing a response to a complaint may be extended. In such cases, NS will inform the Client accordingly, providing an explanation of the reason for the delay, an indication of the circumstances that must be clarified in order to resolve the matter, and the new expected deadline for handling the complaint, which may not exceed 60 days from the date the complaint was received by NS.
- 21) If the Client is dissatisfied with the manner in which their complaint has been handled, they may, at any time, bring a civil action against NS before a competent common court:
- a) with general jurisdiction over the registered office of NS (the registered office of NS is Noble Securities S.A., ul. Prosta 67, 00-833 Warsaw), or
 - b) with alternative jurisdiction of the court having jurisdiction over the branch office where the claim is related to the activities of that branch, or
 - c) with alternative jurisdiction of the court where the agreement is or was performed, in the case of actions relating to the conclusion, determination of terms, modification, performance, termination, invalidation of an agreement, or compensation for failure or improper performance, or
 - d) with alternative jurisdiction of the court in whose district the harmful event occurred, in the case of claims arising from tort, or
 - e) with the court of the consumer's place of residence, in matters heard under Articles 458¹⁴ – 458¹⁶ of the Polish Code of Civil Procedure (except where exclusive jurisdiction applies).
- 22) A Client who is a consumer may also seek assistance from a municipal or district consumer ombudsman.
- 23) A Client who is a natural person may contact the Financial Ombudsman (www.rf.gov.pl) with a request to initiate an intervention with a financial market entity in connection with the rejection of claims under the complaints procedure, or with a request to conduct alternative dispute resolution proceedings with a financial market entity.

XIV. General description of the “Rules and Regulations for the Management of Conflicts of Interest at NS”

- 1) NS has implemented the “Rules and Regulations for the Management of Conflicts of Interest at Noble Securities S.A. (“Rules and Regulations”), designed to prevent the occurrence of conflicts of interest, to identify and monitor such conflicts, and to manage them in order to ensure that NS acts honestly, professionally and in accordance with the principles of fair dealing and in the best interests of its Clients. NS applies the provisions of the “Rules and Regulations” in the course of its brokerage activities.
- 2) The Rules and Regulations govern the following:
 - a) the approach adopted by NS to prevent conflicts of interest, adapted to the nature and scale of NS’s business activities and its organisational structure,
 - b) the measures and procedures for managing conflicts of interest, proportionate to the size and type of NS’s operations, ensuring the independence of staff involved in the performance of brokerage activities, taking into account the nature and scope of NS’s business, the entities within its capital group, and the potential impact on Clients’ interests,
 - c) the circumstances which, in relation to specific brokerage activities, cause or may cause a conflict of interest that could significantly risk harm to a Client’s interests.
- 3) A conflict of interest is understood to mean:
 - a) any situation known to NS that may lead to a contradiction between the interests of NS or a relevant person and the obligation of NS to act fairly and in the best interests of its Clients, or any situation known to NS that may lead to a contradiction between the interests of multiple NS Clients;
 - b) any conflict arising in connection with the activities of NS, other entities within its capital group or relevant persons, in the course of providing brokerage services to Clients, which may result in a benefit to NS, another entity within its capital group, a relevant person or another Client, where this may adversely affect the interests of the Client.
- 4) The term “relevant persons” refers to those defined in Article 2(1) of Commission Delegated Regulation (EU) 2017/565.
- 5) In order to prevent conflicts of interest, NS, for example, applies the following solutions:
 - a) Chinese walls (including: NS has implemented internal rules and regulations governing the flow of confidential and professional secrecy information to ensure the protection of such information and to prevent its unauthorised dissemination or misuse),
 - b) independence policy (including the internal organisational structure of NS ensures the separation of staff (or teams) performing activities that may give rise to conflicts of interest, thereby preventing their occurrence and, where they arise, enabling the protection of Clients’ interests from any adverse impact)
 - c) the rules of investing for relevant persons (NS has adopted internal regulations governing personal transactions by relevant persons, which prohibit, among other things, the preferential treatment of personal orders over Client orders and the use of information obtained in the course of professional duties for personal trading purposes),
 - d) policy for the execution of Clients’ orders (NS has implemented the “Policy of Noble Securities S.A. on the Execution of Client Orders,” which is published on the NS website at www.noblesecurities.pl (under Brokerage House / Brokerage Account / Documents), setting out detailed procedures designed to achieve the best possible outcome for the Client when executing orders.
- 6) If the effective organisational and administrative measures implemented by NS in order to prevent or manage conflicts of interest are insufficient to ensure that the risk of damage to a Client’s interests is eliminated, NS will inform the Client, on a durable medium, before entering into a brokerage service agreement, of the existing conflicts of interest associated with the provision of the given brokerage service to the Client.
- 7) If a conflict of interest arises after the conclusion of a brokerage service agreement, NS will suspend the provision of that service until it receives the Client’s express instruction as to whether to continue or terminate the agreement.
- 8) Upon the Client’s request, NS will provide, on a durable medium or via its website at www.noblesecurities.pl, additional information concerning the Policy.

XV. Reports

- 1) Information regarding the scope, frequency and timing of reports provided in connection with the performance of brokerage services is set out in the Rules and Regulations applicable to each specific service.
- 2) Notwithstanding the above, at least once per quarter, NS provides the Client with data including a statement of the Client’s assets held or registered.
- 3) This obligation does not apply to transactions involving the purchase or sale of energy products..

XVI. Right of withdrawal from a remote agreement

- 1) Pursuant to Article 40(6)(2) of the Consumer Rights Act, the right to withdraw from a remote agreement does not apply in cases of agreements relating to cash market instruments, disposable securities, participation shares in collective investment undertakings, the sale of securities with a commitment to repurchase and financial operations in which the price, exchange rate, interest rate or index is fixed, and in particular the acquisition of currencies, securities, gold or other precious metals, goods or rights, including agreements calculated only for price differences, options and derivative rights, concluded on an agreed date, traded on the market.
- 2) However, NS allows Clients to withdraw from the following agreements:
 - a) The Rules and Regulations for the Provision of Brokerage Services and Maintenance of Securities and Cash Accounts by Noble Securities S.A.,
 - b) if, within 30 days from the date of conclusion of the brokerage agreement, no funds have been deposited in the Client's cash account,
 - c) under the Rules and Regulations for the Provision of Brokerage Services in the Non-Public Market by Noble Securities S.A.,

if, within 30 days from the date of conclusion of the brokerage agreement, the agreement has not been executed and no funds have been deposited in the Client's cash account.

XVII. Law and court competent to settle disputes related to the performance of the agreement

- 1) All agreements concluded with NS are governed by Polish law.
- 2) Disputes arising from the performance of such agreements are subject to the common courts with territorial and subject-matter jurisdiction, in accordance with the Polish Code of Civil Procedure.
- 3) NS further informs Clients that an Arbitration Court operates at the Polish Financial Supervision Authority. Information can be found online at www.knf.gov.pl.

XVIII. Procedure in the event of loss of identity card by the Client

- 1) The Client is required to notify NS immediately of any change or loss of their identity document, or that of

their attorney or representative (identity card or passport).

- 2) Until a new identity document is presented, the individual concerned may be identified using another valid, unblocked identity document.
- 3) NS bears no responsibility for failure or improper performance of obligations towards the Client, nor for any losses arising from the execution of instructions or orders submitted before NS was informed of the above circumstances.

XIX. Information regarding the processing of personal data of Clients

Clients who have independently concluded agreements with NS:

In connection with the provision of personal data by the Client, and in fulfilment of the information obligation arising under Article 13 of 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 repealing Directive 95/46/EC (the "GDPR"), Noble Securities S.A., based in Warsaw, hereby provides the following information concerning the principles of personal data processing:

1. Name and contact details of the Controller:

The controller of the Client's personal data is Noble Securities S.A., based at ul. Prosta 67, 00-838 Warsaw, entered in the Register of Entrepreneurs of the National Court Register under number KRS 0000018651.

2. Contact details of the Data Protection Officer:

The Controller has appointed a Data Protection Officer with whom the Client can contact at the following address: Data Protection Officer of Noble Securities S.A., ul. Prosta 67, 00-838 Warsaw, e-mail address: iod@noblesecurities.pl or through the electronic form available at www.noblesecurities.pl.

3. Supervisory authority in charge of personal data protection in Poland:

The President of the Personal Data Protection Office is the supervisory authority in charge of personal data protection in Poland. The Client has the right to lodge a complaint with the President of the Personal Data Protection Office regarding any matter relating to the processing of their personal data.

4. Objectives and legal basis for the processing of the Client's personal data:

The Client's personal data will be processed on the following legal bases:

- 1) Article 6(1)(a) of the GDPR for the purposes of:

- i) participation in promotions organised and co-organised by NS (where the Client has given consent);
 - ii) receiving commercial information from NS via electronic means of communication (where the Client has given consent);
 - iii) the use by NS towards the Client, for the purposes of direct marketing purposes, of telecommunications devices and automatic calling systems, including telephones, SMSs and MMSs (where the Client has given consent);
 - iv) receiving commercial information via electronic means from entities within the capital group to which NS belongs (where the Client has given consent);
 - v) using, for the purposes of direct marketing, by entities within the same capital group as NS, of telecommunications devices and automated calling systems, including telephones, SMSs and MMSs (where the Client has given consent);
- 2) Article 6(1)(b) of the GDPR – for the performance of the agreement concluded by the Client with NS;
 - 3) Article 6(1)(c) of the GDPR – for compliance with legal obligations incumbent upon NS, including obligations related to anti-money laundering and counter-terrorist financing, FATCA and CRS declarations, preparation of tax documentation, and reporting, including transactions and orders,
 - 4) Article 6(1)(f) of the GDPR – for the purposes of direct marketing by NS, the establishment, exercise and defence of legal claims, as well as the fulfilment of accounting and control obligations arising from agreements concluded with third parties;
 - 5) Article 9(2)(a) of the GDPR – data concerning the Client's health, where the Client, in correspondence with the Controller, has given explicit consent to the processing of such personal data for one or more specific purposes by providing these data to the Controller in that correspondence.

5. Legitimate interests pursued by NS:

The conduct of direct marketing by NS, the need for the proper establishment, exercise and defence of claims, and the fulfilment of accounting and control obligations arising from agreements concluded with third parties.

6. Information about categories of recipients of the Client's personal data:

- 1) persons authorised by NS,
- 2) entities processing personal data on the basis of a data processing agreement concluded with NS, as well as persons authorised by those entities,
- 3) entities to which NS has disclosed personal data on the basis of legal provisions or under agreements.

7. Information on the intention to transfer the Client's personal data to a third country or to an international organisation:

NS may, in the future, transfer personal data to countries outside the European Economic Area.

8. Data retention period:

The Client's personal data will be retained for 10 years and 6 months from the date of termination of the agreement.

9. Information on the Client's rights related to the processing of the Client's personal data:

- 1) the right to request access to their personal data held by NS,
- 2) the right to have their personal data rectified,
- 3) the right to have their personal data erased,
- 4) the right to restrict the processing of their personal data,
- 5) the right to object to the processing of their personal data,
- 6) the right to data portability,
- 7) the right to withdraw their consent at any time, without prejudice to the lawfulness of processing based on consent before its withdrawal – in the case of the Client's consent referred to in point 4(1) and (5).

10. Information whether the provision of personal data is a statutory or contractual requirement, or a requirement necessary to enter into an agreement, as well as whether the Client is obliged to provide the personal data and of the possible consequences of failure to provide such data:

The provision of personal data by the Client is as follows:

- 1) related to the conclusion of the agreement by the Client – the provision of personal data is voluntary; however, it constitutes a condition for entering into

the agreement, and failure to provide such data will result in the inability to conclude the agreement.

- 2) related to receiving of commercial information by means of electronic communication or the use by NS towards the Client, for the purposes of direct marketing, telecommunications equipment and automatic calling systems, including telephones, SMS and MMS messages – the provision of personal data is voluntary, and the consequence of not providing it will be failure to receive commercial information by the Client by means of electronic communication or failure to use towards the Client by NS for the purposes of direct marketing, telecommunications equipment and automatic calling systems, including telephones, SMS and MMS messages;
- 3) related to receiving commercial information from entities from the group of companies to which NS belongs by means of electronic communication or using by these entities, for the purposes of direct marketing, telecommunication terminal equipment and automatic calling systems, including telephones, SMS and MMS messages – the provision of personal data is voluntary, and the consequence of not providing such information will be failure by the Client to receive commercial information from entities from the group of companies to which NS belongs by means of electronic communication or failure to use towards the Client by these entities, for the purposes of direct marketing, telecommunications equipment and automatic calling systems, including telephones, SMS and MMS messages;
- 4) related to participation in promotions organised and co-organised by NS – the provision of data is voluntary, and failure to provide such data will result in the Client being unable to participate in such promotions,
- 5) related to the indication of special categories of data in correspondence with NS – the provision of data is voluntary.

11. Information about automated decision-making based solely on the automated processing of personal data, including profiling, which produces legal effects concerning the data subject or similarly significantly affects that person, as well as the principles on which such decisions are made and their significance and anticipated consequences for the data subject:

Based on the Client's personal data, NS makes certain decisions automatically, including through profiling, i.e.

by processing the Client's personal data to assess specific characteristics relating to the Client. NS carries out profiling of the Client's personal data, in particular for the purpose of determining the range of services and types of products that may be offered to the Client by NS, as well as for fulfilling obligations related to anti-money laundering and counter-terrorist financing regulations. Such decisions are necessary for the conclusion or performance of an agreement with NS. These decisions are made on the basis of an assessment of information provided by the Client or of information obtained from publicly available registers. The decisions affect the ability of NS to provide services to the Client, as well as the Client's access to NS's products and services.

Clients who have entered into agreements with NS through a proxy:

In connection with the transfer of the Client's personal data to NS by the Client's authorised representative, and in fulfilment of the information obligation arising under Article 14 of the **General Data Protection Regulation**, NS provides information on the rules governing the processing of personal data.

1. Name and contact details of the Controller:

The controller of the Client's personal data is Noble Securities S.A., based at ul. Prosta 67, 00-838 Warsaw, entered in the Register of Entrepreneurs of the National Court Register under number KRS 0000018651.

2. Contact details of the Data Protection Officer:

The Controller has appointed a Data Protection Officer with whom the Client can contact at the following address: Data Protection Officer of Noble Securities S.A., ul. Prosta 67, 00-838 Warsaw, e-mail address: iod@noblesecurities.pl or through the electronic form available online at www.noblesecurities.pl.

3. Supervisory authority in charge of personal data protection in Poland:

The President of the Personal Data Protection Office is the supervisory authority in charge of personal data protection in Poland. The Client has the right to lodge a complaint with the President of the Personal Data Protection Office regarding any matter relating to the processing of their personal data.

4. Objectives and legal basis for the processing of the Client's personal data:

The Client's personal data will be processed on the following legal bases:

- 1) Article 6(1)(a) of the GDPR for the purposes of:
 - i) participation in promotions organised and co-organised by NS (where the Client has given consent);
 - ii) receiving commercial information from NS via electronic means of communication (where the Client has given consent);
 - iii) the use by NS towards the Client, for the purposes of direct marketing purposes, of telecommunications devices and automatic calling systems, including telephones, SMSs and MMSs (where the Client has given consent);
 - iv) receiving commercial information via electronic means from entities within the capital group to which NS belongs (where the Client has given consent);
 - v) using, for the purposes of direct marketing, by entities within the same capital group as NS, of telecommunications devices and automated calling systems, including telephones, SMSs and MMSs (where the Client has given consent);
- 2) Article 6(1)(b) of the GDPR – for the performance of the agreement concluded by the Client with NS;
- 3) Article 6(1)(c) of the GDPR – for compliance with legal obligations incumbent upon NS, including obligations related to anti-money laundering and counter-terrorist financing, FATCA and CRS declarations, preparation of tax documentation, and reporting, including transactions and orders;
- 4) Article 6(1)(f) of the GDPR – for the purposes of direct marketing by NS, the establishment, exercise and defence of legal claims, as well as the fulfilment of accounting and control obligations arising from agreements concluded with third parties;
- 5) Article 9(2)(a) of the GDPR – data concerning the Client's health, where the Client, in correspondence with the Controller, has given explicit consent to the processing of such personal data for one or more specific purposes by providing these data to the Controller in that correspondence.

5. Categories of personal data concerned:

Ordinary personal data (children's details if the Client is a minor), including: first and last name, PESEL number, ID card type, series and number, tax information

number, transaction reporting ID, residence address, correspondence address, e-mail address, telephone number, citizenship, date, country and place of birth, parents' names.

6. Information about categories of recipients of the Client's personal data:

- 1) persons authorised by NS,
- 2) entities processing personal data on the basis of a data processing agreement concluded with NS, as well as persons authorised by those entities,
- 3) entities to which NS has disclosed personal data on the basis of legal provisions or under agreements.

7. Information on the intention to transfer the Client's personal data to a third country or to an international organisation:

NS may, in the future, transfer personal data to countries outside the European Economic Area.

8. Data retention period:

The Client's personal data will be retained for 10 years and 6 months from the date of termination of the agreement.

9. Information on the Client's rights related to the processing of the Client's personal data:

- 1) the right to request access to their personal data held by NS,
- 2) the right to have their personal data rectified,
- 3) the right to have their personal data erased,
- 4) the right to restrict the processing of their personal data,
- 5) the right to object to the processing of their personal data,
- 6) the right to data portability,
- 7) the right to withdraw their consent at any time, without prejudice to the lawfulness of processing based on consent before its withdrawal – in the case of the Client's consent referred to in point 4(1) and (5).

10. Source of personal data:

The Client's personal data have been provided by the Client's attorney in connection with the conclusion of the agreement with NS on behalf of the Client by the Client's attorney.

11. Information about automated decision-making based solely on the automated processing of personal data, including profiling, which produces legal effects concerning the data subject or similarly significantly affects that person, as well as the principles on which such decisions are made and their significance and anticipated consequences for the data subject:

Based on the Client's personal data, NS makes certain decisions automatically, including through profiling, i.e. by processing the Client's personal data to assess specific characteristics relating to the Client. NS carries out profiling of the Client's personal data, in particular for the purpose of determining the range of services and types of products that may be offered to the Client by NS, as well as for fulfilling obligations related to anti-money laundering and counter-terrorist financing regulations. Such decisions are necessary for the conclusion or performance of an agreement with NS. These decisions are made on the basis of an assessment of information provided by the Client or of information obtained from publicly available registers. The decisions affect the ability of NS to provide services to the Client, as well as the Client's access to NS's products and services.