NOBLE SECURITIES
DOM MAKLERSKI

BROKERAGE AND DEALING SERVICES AGREEMENT

concluded on _____ in _____ by and between:

Mr/Ms _____

Data of natural persons	
Client's foreign exchange status (resident/non-resident)	
Address of permanent residence (country, postal code, place, street, house and flat number)	
Voivodeship, poviat, municipality (for a natural person registered for permanent residence in the Republic of Poland, or, as applicable, registered outside the Republic of Poland)	
Correspondence address where different from the registered residential address (country, postal code, place, street, house and flat number)	
Type, series, number and expiry date of the document of identity	
PESEL number (if assigned)	
Citizenship	
Client's transaction reporting ID (mandatory field for a foreign natural person not running a business)	
LEI (mandatory field for a natural person running a business who plans to use the services as part of that business activity**)**	
LEI renewal (expiry) date (mandatory field for a natural person running a business who plans to use the services as part of that business activity)	
Parents' first names	
Date, country and place of birth	
Client's e-mail (mandatory field for persons using the Premium Account, for which the Brokerage House does not charge any fees)	
Telephone number	
Name and address of the Tax Office competent for the Client's tax settlements (country, postal code, place, street, number)	
Tax Identification Number (NIP) (for a civil law partnership or a natural person running a business who plans to use the services as part of that business activity)	
Name of the record/register and record/register number (for a civil law partnership or a natural person running a business who plans to use brokerage services as part of that business activity)	
REGON (Business Registry Number) (if assigned) (for a civil law partnership or a natural person running a business who plans to use brokerage services as part of that business activity)	
Address of the main place of business (mandatory field for a natural person running a business who plans to use the services as part of that business activity)	

(hereinafter: the **"Client"**)
and
Noble Securities Spółka Akcyjna based in Warsaw, ul. Prosta 67, 00-838 Warsaw, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division, under KRS number 0000018651, with its share capital in the amount of PLN 3,494,747 (fully

paid), REGON (Business Registry Number) 350647408; NIP (Tax Identification Number): 6760108427, (hereinafter: the "**Brokerage House**"), represented by:

_____

If, based on the answers provided in the MiFID Questionnaire, the Brokerage House has assessed the Client's knowledge and experience as insufficient to understand the services provided to the Client and the risks associated with the financial instruments indicated in the MiFID Questionnaire, and at the same time the Client wishes to proceed with concluding the Brokerage and Dealing Service Agreement (hereinafter: the ***"Agreement"***), the Brokerage House hereby warns the Client that entering into transactions entails the risk of incurring substantial losses, including as a result of adverse price movements.

The Brokerage House further warns that by entering into the Agreement, the Client gains access to a wide range of financial instruments and should refrain from making investment decisions regarding financial instruments for which the Client's knowledge and experience have been assessed by the Brokerage House as insufficient or in cases where the Brokerage House has been unable to make such an assessment.

§ 1

1. The Brokerage House undertakes to receive, transmit and execute orders for the purchase or sale of financial instruments and to maintain an Account (including the registration of financial instruments and the operation of a cash account), and also provide, based on the Client's orders and instructions, other services specified in the "Rules and Regulations on the Provision by Noble Securities S.A. of Brokerage and Dealing Services and the Operation of Securities and Cash Accounts" (hereinafter: the "**Rules and Regulations**").
2. In a separate declaration, the Brokerage House shall specify the Client's account number.
3. The Brokerage House provides services on the terms and in the manner specified in this Agreement and the Rules and Regulations.

§ 2

1. By entering into this Agreement, the Client declares that, prior to its execution, they have reviewed and accepted the contents of the documents made available on the Brokerage House's website (www.noblesecurities.pl) or at its Branch Offices, including:
   a) the Rules and Regulations,
   b) the Table of Fees and Commissions (hereinafter: "**TFC**"),
   c) Detailed information regarding Noble Securities S.A.,
   d) A general description of the nature of financial instruments and the risks associated with investing therein,
   e) the Noble Securities S.A. Order Execution Policy, and
   f) the Management Board Resolutions governing matters specified in the Rules and Regulations.
2. The Client and the Brokerage House undertake to comply with the obligations set forth in this Agreement and in the documents referred to in section 1.
3. The Client further undertakes to comply with all applicable laws governing the trading of financial instruments, anti–money laundering and counter-terrorist financing regulations, as well as the rules and regulations applicable to the markets on which the financial instruments are traded and those of the relevant clearing or settlement institutions responsible for transaction settlement.
4. The Client declares that they will review and stay informed of any amendments to the documents referred to in section 1.

§ 3

1. The Brokerage House grants the Client the status of a retail client. The rules governing client categorisation and the procedures for changing a Client's category are available on the Brokerage House's website and at its Branch Offices.
2. The Brokerage House hereby informs the Client that they are entitled to submit a request for a change to their assigned status; however, such a change would result in a lower level of protection granted to the Client.

§ 4

1. The Client and the Brokerage House acknowledge that declarations of will relating to activities involving the trading of financial instruments, as well as other activities carried out within the Brokerage House's operations, including

those provided for in its internal regulations, may be made in electronic form, provided that the Brokerage House offers such functionality.
2. The Client shall be responsible for the consequences of any declarations of will made on their behalf, provided that the identity of the person making the declaration has been verified to be true.
3. A Client who does not wish to use electronic means for submitting the declarations of will referred to in section 1, in particular the option of entering into agreements electronically, shall be entitled to make declarations in writing, in accordance with the conditions set out in the Rules and Regulations or in the Management Board Resolutions of the Brokerage House.

§ 5

1. Funds held in the Client's Account are, as a rule, non-interest-bearing.
2. The Brokerage House may introduce interest on funds held in Clients' Accounts, either for all Clients or for a specified group of Clients, while at the same time determining the terms, method and timing of interest calculation and the procedure for establishing the applicable rate. Where such interest is introduced, relevant information shall be published on the Brokerage House's website.
3. The Client undertakes to ensure that no negative balance arises on their cash account.

§ 6

1. The Client declares that their financial situation enables them to meet all obligations arising from this Agreement.
2. The Client acknowledges that they are aware of the high investment risk associated with investing in financial instruments.

§ 7

1. Under the terms set out in the Rules and Regulations, the Brokerage House undertakes to accept the Client's orders and instructions also by telephone and through the Application.
2. The Client consents to the Brokerage House defining the scope of instructions that may be given by telephone.
3. When logging in to the Application for the first time, the Client shall use the following password: _____, which the Client undertakes to change immediately thereafter.
4. The Client shall not disclose their password to third parties, and in the case of a justified suspicion that the password has become known to unauthorised persons, the Client shall notify the Brokerage House immediately in the manner specified in the Rules and Regulations.

§ 8

1. By entering into this Agreement, the Client simultaneously concludes a Subscription Agreement.
2. Through the Application, the Brokerage House provides the Client with access to data concerning the quotations of financial instruments (hereinafter: "**Data**").
3. The Brokerage House makes the Data available to the Client as soon as practicable after receipt, but prior to its free public dissemination by the Warsaw Stock Exchange S.A. (hereinafter: "**GPW**") or by an entity designated by the GPW.
4. The Client undertakes to use the Data solely for purposes unrelated to any business or professional activity, and shall have no right to distribute, reproduce (copy), transmit, sell, disseminate, publish, broadcast (via radio, television or the Internet) or otherwise share or make available the Data, whether for consideration or free of charge, in any form to any third party.
5. The Client further undertakes not to disclose to any third party the password enabling access to the Data via the Application.
6. For reporting or audit purposes relating to the Client's use of the Data under this Agreement, the Brokerage House shall be entitled to provide the GPW or its auditor with the Client's data, including: code, first and last name/business name, address, total number of Data units accessed, and any agreements concluded with the Client concerning the use of such Data.
7. In the event of any breach by the Client of the obligations referred to in sections 4-5 above, the Client shall bear liability in accordance with generally applicable law.

§ 9

1. The Client grants the Brokerage House a power of attorney to perform all factual and legal actions specified in this Agreement, the Rules and Regulations, and the Table of Fees and Commissions (TOFC), under the terms set out therein, in particular to:
   a) submit, cancel, modify and execute orders on the basis of, and in accordance with, the orders placed by the Client pursuant to this Agreement and the Rules and Regulations, as well as to perform all actions related to their execution;
   b) transfer funds from the Client's cash account and carry out any other actions pursuant to, and within the scope of, the Client's instructions;
   c) satisfy its due claims against the Client, in a manner selected by the Brokerage House, from any of the Client's assets held with the Brokerage House, including, in particular, by debiting funds from the Client's cash accounts and by selling financial instruments;
   d) block financial instruments and funds registered in the Client's Accounts in order to secure the Brokerage House's claims;
   e) make, on the Client's behalf and for the Client's benefit, declarations of will and knowledge in connection with primary market trading/an initial public offering or in response to a call, based on, and in accordance with, the Client's instructions, including, in particular, submitting declarations of interest in acquiring specified financial instruments, submitting and cancelling subscriptions for financial instruments and instructions for the deposit of financial instruments, as well as submitting subscriptions in response to a call or for pre-emptive rights;
   f) represent the Client before other entities in connection with the submission (or cancellation) of the aforementioned subscriptions, declarations or instructions, or in connection with any other instruction relating to financial instruments, excluding, however, representation of the Client at general meetings of companies and the exercise of voting rights attached to shares recorded on an Account maintained by the Brokerage House on behalf of the Client;
   g) make, on the Client's behalf and for the Client's benefit, declarations of will and knowledge in relation to transactions concluded outside an organised market, involving financial instruments, within the scope defined by the Client in the order;
   h) represent the Client before other entities in connection with the transactions referred to in item g) above.
2. The power of attorney granted hereby authorises the Brokerage House to grant further powers of attorney, in particular to its employees. The power of attorney is irrevocable, shall not expire in the event of the Client's death. It shall remain in force until the due claims of the Brokerage House related to the Agreement and the Rules and Regulations are satisfied.
3. The Client acknowledges and agrees that the Brokerage House may act as the counterparty, or as the attorney of the counterparty, to a transaction executed on behalf of the Client.

§ 10

The Client shall inform the Brokerage House of any legal events that may affect the existence or content of the financial instruments recorded by the Brokerage House, and shall provide the relevant documents confirming such circumstances, in accordance with applicable law.

§ 11

For the services provided, the Brokerage House shall charge fees and commissions in accordance with the Regulations and the TOFC.

§ 12

1. The Client voluntarily provides personal data to the Brokerage House. Information regarding the processing of personal data, including the rights of the data subject, is contained in the Detailed Information Concerning Noble Securities S.A.
2. The Client declares that the personal data provided are accurate and up to date, and undertakes to update such data promptly in the event of any change.

§ 13

1. The Agreement is concluded for an indefinite term.
2. Any matters not regulated herein are governed by the Rules and Regulations. The terms not defined herein have the meaning specified in the Rules and Regulations.
3. Any amendments hereto shall be made in writing, otherwise being null and void.

4. The principles governing the termination and dissolution of the Agreement are set out in the Rules and Regulations.
5. Any amendment to the Rules and Regulations or to the TOFC shall not require written form and shall be effected in the manner specified in the Rules and Regulations.

§ 14

The Client declares that (please insert X only in one of the following boxes):

☐	☐
will use a Premium Account, for which the Brokerage House does not charge any fees, and further declares that they have regular access to the Internet and consent to receiving the following from the Brokerage House: - personalised information **on a durable medium other than paper**, e.g. by e-mail to the Client's e-mail address, - all other information via the Brokerage House's Website or in another non-paper form permitted by law and specified in the Rules and Regulations.	**will use a Standard Account, for which the Brokerage House shall charge a fee in the amount specified in the TOFC**, and acknowledges that information from the Brokerage House, including information required to be provided on a durable medium, will be received in paper form. The Client also acknowledges that, should they consent to the Brokerage House sending them commercial information, including for the purposes of direct marketing, such information will be provided by means of electronic communication, including to the Client's e-mail address.

In addition, the Client declares that (*please place an X in the appropriate box; consent may be withdrawn at any time*):

☐ consents ☐ does not consent to receiving commercial information from the Brokerage House by means of electronic communication.	☐ consents ☐ does not consent to the Brokerage House using, for the purposes of direct marketing, telecommunications terminal equipment and automated calling systems, including telephones, SMS and MMS messages

Client's signature _____ _____ _____

signature *place* *date*

I confirm that the Client has produced their original document of identity. I confirm that the Client's personal data stated in the Agreement are consistent with those in their identity document. I further declare that the Client's signature was affixed in my presence (not applicable when the Agreement is concluded by correspondence or by electronic means).

Employee's signature and stamp
Noble Securities / Noble Securities S.A. Agent. _____ _____

signature *date*