

**INTRADAY ANNEX TO THE AGREEMENT FOR THE PROVISION OF SERVICES INVOLVING  
THE EXECUTION OF ORDERS TO PURCHASE OR SELL DERIVATIVES  
(hereinafter: "INTRADAY Annex")**

**ACCOUNT NUMBER INTRADAY \_\_\_\_\_**

concluded on \_\_\_\_\_ in \_\_\_\_\_ by and between:

**Mr/Ms/Company \_\_\_\_\_,**

<b>Client's data</b>	
Correspondence address (country, postal code, town/city, street, house and apartment number)	
PESEL number (if no date of birth is available) / KRS or another register number	
Telephone number	

hereinafter referred to as 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 referred to as "**Brokerage House**", represented by:

\_\_\_\_\_

**§ 1**

1. The Brokerage House undertakes to maintain for the Client **INTRADAY securities account and cash account number:** \_\_\_\_\_ ("**INTRADAY Account**").
2. The Brokerage House undertakes to execute, on the INTRADAY Account, the Client's orders to purchase or sell financial instruments referred to in sections 3-4, with a reduced margin requirement, on the terms set out in this INTRADAY Annex.
3. Subject to section 4, orders on the INTRADAY Account may cover only **futures contracts on the WIG20 index**, placed under the conditions set out in paragraph 2.
4. The Brokerage House may extend the list of financial instruments that may be traded on the INTRADAY Account, which shall be communicated to Clients.
5. Subject to paragraph 6, the Client shall **close all open positions** on the INTRADAY Account **during the same trading session** on which they were opened.
6. If the Client fails to fulfil the obligation referred to in section 5:
  - 1) the Brokerage House shall suspend the Client's ability to place orders on the INTRADAY Account for a period of two weeks, starting from the day following the breach of the obligation referred to in section 5; during that period, the Client shall only be entitled to close previously opened positions; the Brokerage House may agree with the Client a different suspension period for placing orders on the INTRADAY Account;
  - 2) the Client shall replenish the margin to the required initial margin level applicable to standard transactions;
  - 3) if, following the settlement of transactions, a negative balance arises on the INTRADAY Account's cash account, the Client may be charged statutory interest on the overdue amount.
7. The Client's ability to place orders on the INTRADAY Account shall be reinstated, subject to section 6(1), on the first business day following the expiry of the suspension period referred to in section 6(1), provided that the Client has closed the positions that were the basis for such suspension.

8. The Client agrees that cash transfers from the cash account of the INTRADAY Account may be made solely to the following Client's bank accounts or other cash accounts maintained by the Brokerage House:

No.	Bank Name	Account number	Comments
1.			
2.			
3.			

9. The Brokerage House undertakes to accept telephone orders (instructions) in accordance with the "Rules and Regulations for the Provision by Noble Securities S.A. of Brokerage and Dealing Services and the Maintenance of Securities and Cash Accounts" (hereinafter referred to as the "**Rules and Regulations**"), or based thereon, to the telephone numbers specified in a Resolution of the Management Board of the Brokerage House. The Client agrees that, when placing telephone orders (instructions), they shall be identified by the following **password**: \_\_\_\_\_. The provision of this password shall be a condition for the Brokerage House to accept a telephone order (instruction).

10. The Client hereby grants a power of attorney to: the specifically named employee of the Brokerage House \_\_\_\_\_ / to the employees of the Brokerage House / the Brokerage House itself (\*) to take and perform actions based on the telephone orders (instructions) referred to in section 9, in particular to place orders to purchase or sell financial instruments and, if such possibility is provided for in a Resolution of the Management Board of the Brokerage House, to execute cash transfers from the Client's cash account to the accounts specified in paragraph 8, on the basis of telephone instructions.

11. The Client and the Brokerage House agree that, in matters not regulated in this INTRADAY Annex, the provisions of the Agreement for the Provision of Services Involving the Execution of Orders to Purchase or Sell Derivatives, hereinafter referred to as the "**Derivatives Agreement**", the Rules and Regulations, which constitute an appendix and an integral part thereof, as well as the provisions of the Brokerage and Dealing Services Agreement between the Brokerage House and the Client shall apply (insofar as they are not inconsistent with this INTRADAY Annex).

**§ 2**

1. This INTRADAY Annex is concluded upon its signing by the Client and the Brokerage House.
2. The Brokerage House shall activate the INTRADAY Account immediately, but not later than within 7 working days from the conclusion date of the INTRADAY Annex.
3. The INTRADAY Annex is concluded for an indefinite term.
4. Any amendments to the INTRADAY Annex shall be made in writing, otherwise being null and void.
5. The INTRADAY Annex has been drawn up in two identical copies, one for each Party.
6. The remaining provisions of the Derivatives Agreement concluded by and between the Brokerage House and the Client, except as stipulated in the INTRADAY Annex, shall remain unchanged.

**Client's signature** \_\_\_\_\_  
signature place date

(for legal persons or business units shall also affix their personal seal)

I confirm that the Client has produced their original document of identity. I confirm that the Client's data in the agreement is the same as the data in their document of identity. I declare that the Client's signature was affixed in my presence (not applicable when the INTRADAY Annex is concluded by correspondence or by electronic means).

**Employee's signature and stamp**  
**Noble Securities / Agenta Noble Securities S.A.** \_\_\_\_\_  
signature date

(Employee of the Agent of Noble Securities S.A. additionally affixes a stamp of the Agent's Facility)

\*delete as appropriate