

Annex to the Brokerage and Dealing Services Agreement (“Brokerage Agreement”) regarding the placing orders via SMS for clients using the investment advisory service (hereinafter: “**SMS Annex**”).

(for a Client who is a natural person or a natural person conducting business activity)

entered into on _____ in _____ by and between:

Client’s ID at Noble Securities S.A.											
Client’s first name and last name/business name:											
PESEL no. (if no PESEL is available – date of birth)/ NIP no. (if the Client conducts business activity)											
Account number											

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:

§1

The SMS Annex may be concluded only by a Client who has concluded a Brokerage and Dealing Services Agreement (hereinafter: “**Brokerage Agreement**”) and the Agreement for the Provision of Investment Advisory Services by Noble Securities S.A. (“**Investment Advisory Agreement**”).

§2

1. Upon sending a recommendation to purchase or sell financial instruments by electronic means to the e-mail address indicated in the Brokerage Agreement, the Brokerage House shall also send to the Client’s mobile phone number specified in the Brokerage Agreement parameterised SMS messages containing the elements referred to in section 3 below, corresponding to the recommendations sent by e-mail (hereinafter: “**SMS Message**”).
2. Each SMS Message shall concern financial instruments which are the subject of a recommendation issued as part of an investment advisory service.
3. The SMS Message shall contain at least the following: the abbreviated name of the recommended instrument, the direction of the recommendation (purchase or sell), the purchase/sale price indicated in the recommendation, the activation limit for STOP orders, and the order validity date identical to the validity date of the recommendation.
4. The SMS Message shall be generated automatically and sent on the basis of the recommendation previously delivered to the Client by e-mail. The SMS Message does not constitute a recommendation. The Client shall read the full recommendation before placing an order.

§3

1. Based on the Text Message received from the Brokerage House, the Client may, after supplementing or modifying selected parameters, place an order. An order shall be placed by means of an online form (provided that the Client's device and the telecommunication services used from their operator allow mobile access to the Internet) through which the order may be submitted via a web browser (hereinafter: "**SMS Order**").
2. The following conditions shall be met for the Brokerage House to accept an SMS Order:
 - 1) The following fields must be completed or modified: number, price limit (including the activation limit for STOP orders) and PIN.
 - 2) The PIN field of the SMS Order shall be completed.

For additional verification, the Brokerage House may require entry of a separate verification code sent to the Client in a separate SMS.

3. Any SMS Order submitted by the Client that fails to meet the conditions specified in section 2 shall not be treated as an instruction to accept an order and shall be rejected.
4. Upon receipt of the SMS Order, the Brokerage House shall send a single SMS notification to the Client indicating:
 - 1) acceptance and execution of the SMS Order; or
 - 2) acceptance and partial execution of the SMS Order; or
 - 3) acceptance and pending execution of the SMS Order; or
 - 4) an incorrect format of the SMS Order and its rejection.

The subsequent status of the order shall be available to the Client in the Application and may also be verified by telephone or in person under the general rules.

5. An SMS Order may not modify or cancel an earlier order and may not concern an instrument different from the one specified in the SMS Message.
6. SMS Orders may be modified and cancelled in accordance with the Rules and Regulations for the Provision by Noble Securities S.A. of Brokerage Services and the Maintenance of Securities and Cash Accounts governing the modification and cancellation of orders.
7. The service provided under this SMS Annex shall cover all financial instruments traded on a regulated market and which are the subject of recommendations as part of an investment advisory service
8. SMS Orders may be submitted only by the Client who is the account holder. This type of orders may not be placed by an attorney.
9. The Brokerage House shall transmit the SMS Order for execution immediately upon its receipt, but not earlier than at the time when order acceptance is permitted by the trading system.
10. SMS Orders may be submitted during the validity period of the recommendation, but no later than:
 - 1) before the end of the continuous-trading phase for financial instruments quoted in the continuous-trading system, or
 - 2) before the start of the opening phase for financial instruments quoted in the single-price auction system.

Where an SMS Order is placed less than 15 minutes prior to the end or beginning of the trading phase referred to in point 1 or 2, the Brokerage House does not guarantee that such order will be executed.

11. The Client shall bear all costs associated with the submission of an SMS Order (including any roaming or Internet-access charges).

§ 4

The Parties agree that:

1. for the purpose of identifying the Client when submitting SMS Orders, the following shall apply:
 - 1) the mobile phone number (hereinafter: the **Defined Number**) specified by the Client in the Brokerage and Dealing Services Agreement; and
 - 2) the PIN determined by the Client (comprising four digits): _____; and

- 3) a verification code received from the Brokerage House for each order, if the Brokerage House so requires
- SMS Orders shall be executed (placed) each time from the account indicated at the beginning of this SMS Annex.

§5

1. The SMS Order constitutes a functionality that facilitates the Client's ability to place an order remotely, based on the Client's own investment decision.
2. The Brokerage House informs the Client of the increased risk associated with submitting orders remotely, i.e. via SMS Orders, particularly the risk of unauthorised access by third parties to the Client's telecommunications device associated with the Defined Number or to the Client's data. For the purposes of this SMS Annex, a "third party" shall also include an employee of the Brokerage House.
3. The Client shall take measures to prevent the submission of an SMS Order by third parties by securing access to the telecommunications devices using the Defined Number and by protecting and safeguarding the Client's PIN or verification code.
4. If the Client suspects that a third party has gained possession of the telecommunications device associated with the Defined Number or of the Client's identification data, including the PIN, the Client shall immediately notify the Brokerage House of this fact in writing, electronically or by telephone. In such a case, the Brokerage House shall suspend the provision of services under this SMS Annex. The procedure for resuming services under this SMS Annex shall be governed, mutatis mutandis, by the provisions of the Rules and Regulations for the Provision by Noble Securities S.A. of Brokerage Services and the Maintenance of Securities and Cash Accounts relating to the establishment of a new identification password.
5. The Brokerage House shall not be liable for losses arising from the execution of SMS Orders submitted by a third party (i.e. a person other than the Client) where the conditions for placing an SMS Order were met, in particular where the third party provided correct identification data (including the PIN), and the disclosure of such data occurred due to circumstances attributable to the Client, unless the Client made the notification referred to in section 4. In such a case, the Brokerage House shall not be liable for any SMS Orders or instructions executed before the receipt of the relevant notification referred to in section 4. The limitation of the Brokerage House's liability referred to in this section shall not apply where the loss arose from the fault of the Brokerage House or its employees.
6. Based on the notification referred to in section 4, the Brokerage House shall suspend the provision of services under this SMS Annex until the Client submits an instruction to resume such services.
7. The Brokerage House may suspend the provision of services under this SMS Annex if:
 - 1) the Client ceases to meet the conditions necessary for the provision of investment advisory services;
 - 2) the Client submits a written or electronic instruction to suspend such services; or
 - 3) the Brokerage House has a reasonable suspicion that an unauthorised third party has gained possession of the telecommunications device associated with the Defined Number or of the Client's PIN.
8. The final decision concerning the order parameters specified by the Client in the SMS Order shall rest solely with the Client.
9. The Brokerage House shall not be liable for delays resulting from the operation of the GSM operator or the GSM network.
10. The possibility of placing, cancelling or modifying SMS Orders relating to subscriptions for financial instruments under public offerings may be limited by the provisions of prospectuses, information memoranda or other offering documents published by the issuers.

§6

1. This SMS Annex shall enter into force on the date of its execution.
2. The SMS Annex is concluded for an indefinite term.

3. This SMS Annex may be terminated by mutual agreement of the Parties or by either Party giving notice of termination with a notice period of fourteen (14) days; however, the Brokerage House may terminate this SMS Annex in the event that:
 - 1) the investment advisory agreement is terminated; or
 - 2) the Brokerage House discontinues the functionality offered to Clients under the Annex; or
 - 3) in the situation described in Chapter 5 of the Rules and Regulations for the Provision by Noble Securities S.A. of Brokerage Services and the Maintenance of Securities and Cash Accounts.
4. Any amendments to the content of this SMS Annex shall require written form or documentary form (in the form of a scanned PDF document or electronic declarations recorded on a durable medium).
5. The SMS Annex has been executed in two identical counterparts, one for each Party.
6. All the other provisions of the Brokerage and Dealing Services Agreement shall remain unchanged, except as expressly modified by this SMS Annex.

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 Annex is concluded by correspondence or by electronic means).

Employee's signature and stamp

Noble Securities / Noble Securities S.A. Agent. _____

signature

_____ *date*