

**RULES AND REGULATIONS
FOR THE PROVISION OF SERVICES BY NOBLE SECURITIES S.A.
IN THE SCOPE OF
NON-PUBLIC MARKET INSTRUMENTS**

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SECTION I. GENERAL PROVISIONS

Article 1

1. These Rules and Regulations for the Provision of Services by Noble Securities S.A. in the Scope of Non-Public Market Instruments have been prepared on the basis of the laws of the Republic of Poland, and in particular on the basis of provisions regulating trading in financial instruments.
2. Terms not defined otherwise in the Rules and Regulations should be explained in accordance with their definitions adopted in the laws of the Republic of Poland, in particular those adopted in the regulations governing trading in financial instruments.
3. The following provisions apply to matters not regulated herein: the provisions of the Act on trading in financial instruments, the Civil Code, the Commercial Companies Code, the Family and Guardianship Code, the Regulation of the Minister of Finance on the terms and procedures for investment firms, banks referred to in Article 70(2) of the Act on trading in financial instruments and custodian banks, the Commission Delegated Regulation (EU) 2017/565 of 25 April 2016 supplementing Directive 2014/65/EU of the European Parliament and of the Council as regards organisational requirements and operating conditions for investment firms and defined terms for the purposes of that Directive, as well as legal acts replacing the above-mentioned legal acts.

Article 2

The capitalised terms have the following meaning in the Rules and Regulations (definitions):

- 1) **e-mail address of the Brokerage House** – a unique e-mail address of the Brokerage House, with the given domain name, which enables sending messages by the Client / Issuer via the Internet to the Brokerage House (in particular: biuro@noblesecurities.pl) and by the Brokerage House to the Client / Issuer,
- 2) **Client's / Issuer's e-mail address** – a unique e-mail address of the Client / Issuer established by the Client / Issuer and recorded in the Agreement or other document of the Brokerage House, with the user name and domain name given, which enables sending messages using the Internet by the Brokerage House to the Client / Issuer and by the Client / Issuer to the Brokerage House,
- 3) **Agent** – a natural person, a legal person or an organisational unit without legal personality, entered into the register kept by the Polish Financial Supervision Authority and performing brokerage activities on behalf and for the account of the Brokerage House in the scope of activities conducted by the Brokerage House,
- 4) **Depository** – a depository of the Instruments maintained by the Brokerage House that have the form of a document,
- 5) **Business days** – days of the week from Monday to Friday, with the exception of public holidays,
- 6) **Instruction** – an instruction of the Client that is not the Order,
- 7) **Brokerage House** – Noble Securities Spółka Akcyjna, with its registered office in Warsaw,
- 8) **Issuer** – an entity issuing Instruments on its own behalf, which concluded with the Brokerage House the Agreement for maintaining the Deposit at the Commission of the Issuer,
- 9) **Identifier for transaction reporting** – in the case of:
 - 1) a domestic natural person who does not conduct business activity – PESEL number,
 - 2) a foreign natural person who does not conduct business activity – an identifier for transaction reporting, in accordance with the provisions of law,
 - 3) a natural person conducting business activity which, as part of this activity, intends to use services of a legal person or an organisational unit without legal personality – the LEI code with its expiry date,
- 10) **Instruments** – are understood as non-public market instruments not admitted to trading on a regulated market or trading on a foreign regulated market, having the form of a document,
- 11) **Client** – a natural person, a legal person or an organisational unit without legal personality, which is not the Issuer who has concluded the Agreement for the Maintenance of the Deposit at the Commission of the Client or the Brokerage Agreement with the Brokerage House, or with whom such an agreement is to be concluded, in the case of the Brokerage House taking actions aimed at their conclusion, as well as the holder of the Instruments held by the Brokerage House in the Deposit in connection with the Brokerage House's conclusion with the Instrument Issuer of the Agreements for the maintenance of the Deposit at the Commission of the Issuer,
- 12) **LEI (Legal Entity Identifier) code** – an identifier of entities, issued by authorised institutions to natural persons conducting business activity, legal persons and organisational units without legal personality,
- 13) **NIP** – Tax Identification Number,
- 14) **Communicate** – publishing information on the Website, and if such a requirement results from the Rules and Regulations or the Agreement, sending it to the e-mail address of the Party or in paper form, respectively,

- 15) **Branch** – the Branch or Client Service Centre of the Brokerage House or the Agent, as the case may be, unless it is clearly indicated in the Rules and Regulations that it is a branch of the Brokerage House or a branch of the Agent,
- 16) **Natural person conducting business activity** – a natural person conducting business activity who intends to use the services specified in the Agreement as part of this activity,
- 17) **Account** – the Instrument Account and the Cash Account maintained for the Client by the Brokerage House;
- 18) **Instrument Account** – an account maintained by the Brokerage House on which the Instruments are recorded,
- 19) **Cash Account** – an account maintained by the Brokerage House on which cash is recorded,
- 20) **Rules and Regulations** – these Rules and Regulations for the Provision of Services by Noble Securities S.A. in the Scope of Non-Public Market Instruments,
- 21) **Register** – electronic records kept by the Brokerage House that reflect the condition of holding the Instruments stored by the Brokerage House in the Depository,
- 22) **RP** – the Republic of Poland,
- 23) **Complaint** – a request addressed to the Brokerage House by the Party in which it reports reservations concerning the services provided by the Brokerage House,
- 24) **Website** – the website of the Brokerage House with the following address: www.noblesecurities.pl or a website with another address specified by the Brokerage House; information about another address is made available to the Parties at www.noblesecurities.pl and in the Branches.
- 25) **Party** – the Client or the Issuer,
- 26) **Table of Fees and Commissions** – Table of Fees and Commissions of Noble Securities S.A. - Non-Public Market Instruments,
- 27) **Resolution of the Management Board** – the Resolution of the Management Board of the Brokerage House which refers to the matters specified in the Rules and Regulations, communicated to the Parties insofar as they concern them,
- 28) **Agreement for the Maintenance of the Deposit at the Commission of the Client** – an agreement concluded by the Brokerage House with the Client the subject of which is the provision of services by the Brokerage House involving the storage of the Client's Instruments in the Depository,
- 29) **Agreement for the Maintenance of the Deposit at the commission of the Issuer** – an agreement concluded by the Brokerage House with the Issuer the subject of which is the provision of services by the Brokerage House involving the storage of the Instruments issued by the Issuer in the Depository,
- 30) **Brokerage Agreement** – an agreement concluded with the Client the subject of which is the provision of brokerage services in the trading of the Instruments,
- 31) **Agreement** – the Agreement for the Maintenance of the Deposit at the Commission of the Client, the Agreement for the Maintenance of the Deposit at the Commission of the Issuer or the Brokerage Agreement,
- 32) **Order** – an order to purchase / acquire or sell / dispose of the Instruments or a declaration of will that produces an equivalent effect the subject of which is the Instruments.

Article 3

1. The Rules and Regulations specify the rules on which the Brokerage House provides services and performs activities related to the Instruments, in particular:
 - 1) maintains the Depository, including the rules for accepting and releasing the Instruments from the Depository,
 - 2) adopts and executes the Instructions the subject of which is the Instruments stored in the Depository,
 - 3) accepts and executes the Orders the subject of which is the Instruments stored in the Depository,
 - 4) maintains the Accounts,
 - 5) records changes in the ownership of the Instruments.
2. In justified cases, the Brokerage House may waive the right to demand that the Party presents selected information or documents, in particular if it is in its possession and is up-to-date.
3. The Brokerage House specifies and makes available to the Parties the dates and places of providing brokerage services and performing activities specified in the Rules and Regulations.
4. The Brokerage House gives the Clients a list of entities where the Brokerage House executes the Orders.
5. Orders, Instructions, applications and statements of the Parties submitted to the Brokerage House may be submitted only in such a manner and in such form as for the given: Orders, Instructions, applications or statements are provided for in the Rules and Regulations or the Agreement concluded by the Brokerage House with the Party.
6. The Brokerage House may provide the other Party with information covered by professional secrecy, after identification of the Party on the basis of the data provided to the Brokerage House by the Party in connection with the conclusion of the Agreement.
7. The Brokerage House may record phone calls between it and the Party.

8. The Brokerage House may specify in the Resolution of the Management Board technical and organisational issues of using the services provided by the Brokerage House, in particular those which, due to the nature and the volatility of the source, cannot be regulated in the Rules and Regulations.
9. *(deleted)*
10. Resolutions of the Management Board are communicated to the Parties within at least 14 days prior to the effective date of the Resolution of the Management Board, unless the Rules and Regulations specify other terms.
11. In the event that:
 - 1) The Resolution of the Management Board extends the use of services,
 - 2) The Resolution of the Management Board facilitates the use of services,
 - 3) *(deleted)*
 - 4) *(deleted)*

The Resolution of the Management Board is communicated to the Parties not later than on the day of commencement of rendering by the Brokerage House of the service referred to in the Resolution of the Management Board.

Article 4

1. The Client grants the Brokerage House a power of attorney to perform all factual and legal actions included in the Rules and Regulations and in the Agreement, in particular to:
 - 1) submit, modify, cancel and execute the Orders on the basis of and in accordance with the content of the Orders placed by the Client under the Agreement and the Rules and Regulations and to all operations related to their execution,
 - 2) transfer cash from the Cash Account and perform other operations on the basis of and within the scope of the Instructions submitted by the Client,
 - 3) satisfy its due claims towards the Client, in the manner chosen by the Brokerage House, from all the Client's assets deposited with the Brokerage House, in particular to sell the Instruments and to collect funds from the Client's Cash Account,
 - 4) block the Instruments in order to secure the Brokerage House's claims,
 - 5) freeze funds on the Client's Account in order to secure the Brokerage House's claims,
 - 6) make declarations of will and knowledge on its behalf and for the benefit of the Client in the scope of transactions other than organised trading the subject of which is the Instruments defined by the Client in the Order,
 - 7) represent the Client before other entities in connection with the transactions referred to in point 6.
2. The Issuer grants to the Brokerage House a power of attorney to perform all legal and factual actions specified in the Rules and Regulations and the Agreement for the Maintenance of the Deposit at the Commission of the Issuer, in particular to execute instructions placed by the Issuer, as well as to satisfy its due claims towards the Issuer, in the manner chosen by the Brokerage House, from all assets of the Issuer deposited with the Brokerage House, in particular to collect cash from the Issuer's cash account and to sell the Issuer's Instruments.
3. The powers of attorney referred to in sections 1 to 2 entitle the Brokerage House to grant further powers of attorney, in particular for employees of the Brokerage House. The powers of attorney are irrevocable, do not expire in the event of the Client's death and remain in force until the due claims of the Brokerage House related to the Agreement and the Rules and Regulations are satisfied. The Party confirms that the Brokerage House may be the other party or an attorney of the other party to act on behalf of the Party, to which it expresses its consent.
4. If in the case referred to in section 1(3) the Client does not indicate which financial instruments or rights to receive financial instruments are to be sold / disposed of, the Brokerage House will select the manner of its claim satisfaction, taking into account as little inconvenience for the Client as possible.

SECTION II. AGREEMENTS AND POWERS OF ATTORNEY

CHAPTER 1. PROCEDURE AND CONDITIONS FOR CONCLUDING AGREEMENTS

UNIT 1. INTRODUCTORY PROVISIONS

Article 5

1. The Brokerage House may express consent for the Agreement to specify, if possible based on legal regulations, different or additional arrangements than those specified in the Rules and Regulation.
2. Agreements and amending annexes to the Agreements are concluded, otherwise being null and void, in writing.
3. The Parties may update their data in writing or in another form specified in the Resolution of the Management Board.
4. All Clients are granted the status of a retail client by the Brokerage House, unless they are considered to be professional clients or eligible counterparties within the meaning of regulations governing trading in financial instruments. The Client

has the right to submit an application for a change of the assigned category. The rules of categorisation of Clients and the issues related to the change of the category are posted on the Website in the tab: About us / Regulations / Information policy and in Branches of the Brokerage House. Changing the Client's category: from a retail client to a professional client or from a professional client to an eligible counterparty, entails a reduction in the level of protection of the Client.

5. Before signing the Agreement, the Client is obliged to read the documents posted on the Website in the tab: Brokerage House / Brokerage Account / Documents or in Branches of the Brokerage House, in particular:
 - 1) Rules and Regulations,
 - 2) Table of Fees and Commissions;
 - 3) Detailed information regarding Noble Securities S.A.,
 - 4) General description of the essence of financial instruments and risk related to investing in financial instruments,
 - 5) the Policy of Noble Securities S.A. in the scope of the execution of orders of the Clients,
 - 6) Resolutions of the Management Board.
6. The Client is obliged to fulfil obligations resulting from documents referred to in section 5(1), (2) and (6).
7. Before signing the Agreement for the maintenance of the deposit at the commission of the Issuer, the Issuer is obliged to read the documents posted on the Website or available in the Branches of the Brokerage House, in particular:
 - 1) Rules and Regulations;
 - 2) Table of Fees and Commissions;
 - 3) Detailed information regarding Noble Securities S.A.,
 - 4) General description of the essence of financial instruments and risk related to investing in financial instruments,
 - 5) Resolutions of the Management Board.
8. By signing the Agreement for the Maintenance of the Deposit at the Commission of the Issuer, the Issuer confirms that it has read the documents indicated in section 7 and accepts their content and undertakes to comply with the obligations resulting from the documents referred to in section 7(1) and (5).
9. If any other manner of providing the Party with information not addressed individually to the Party, in particular the changes to the documents referred to in section 5(1) to (5) or section 7(1) to (4) has not been specified in the Agreement, they are transferred by the Brokerage House via the Website, of which the Party is notified in electronic form. The notification contains the Website address and the indication of the place where information may be found at the Website.
10. The Party is obliged to read the amendments to the documents referred to in section 5 and section 7.
11. The Agreement may be concluded on behalf of the Party by its attorney. Such power of attorney will be taken into account by the Brokerage House only if it has been granted in the presence of an employee of the Brokerage House or the Agent or has been granted in writing with the signature of the Party certified by a notary or in the form of a qualified electronic signature or in the form of a notarial deed. Such a power of attorney should include authorisation for the attorney to appoint the Brokerage House as an attorney of the Party to the activities resulting from the concluded Agreement, as well as authorise the attorney to grant further powers of attorney. The Brokerage House may accept another method of granting the power of attorney. The attorney is obliged to provide the Brokerage House with the information supplemented by the Client in the scope of Article 6.
12. The Party voluntarily provides the Brokerage House with personal data. Information on the processing of personal data, including the rights of data subjects, is included in the Detailed information regarding Noble Securities S.A.
13. *(deleted)*
14. The Brokerage House may record telephone calls and save electronic correspondence with the Client.
15. At the request of the Client – for a period of five years from the first day of the year following the year of their performance or receipt, the Brokerage House makes available copies of the recordings of phone calls and records of electronic correspondence referred to in section 14, provided that the Brokerage House made recordings. The amount of fees for making available to the Clients copies of recordings of phone calls and records of electronic correspondence is specified in the Table of Fees and Commissions. The Polish Financial Supervision Authority may request the Brokerage House to store and archive recorded phone calls and electronic correspondence for a longer period, however not exceeding 7 years from the first day of the year following the year of their performance or receipt.

Article 6

1. Subject to exceptions provided for by provisions of law, prior to concluding the Brokerage Agreement, the Brokerage House requests the Client to present basic information necessary to assess the level of their knowledge about investing in financial instruments and their investment experience with respect to financial instruments, in order to determine whether a given financial instrument is appropriate for the Client, taking into account their individual situation determined based on the information presented. Questions regarding the financial situation, risk tolerance, objectives and needs of

- the Client serve to determine whether the Client is in the target group of purchasers of a given financial instrument, but they do not have an impact on the assessment of whether a given financial instrument is appropriate for the Client.
2. If the Client finds that a brokerage service or a financial instrument does not meet its needs, it should refrain from using such brokerage services or investing in a financial instrument.
 3. On the basis of the information referred to in section 1, the Brokerage House, taking into account the individual situation of the Client, assesses the adequacy of financial instruments or brokerage services for this Client.
 4. If, in accordance with the assessment referred to in section 3, the brokerage services or the financial instrument are inadequate for the Client, the Brokerage House informs the Client about it, which does not exclude the possibility of concluding the Agreement by the Brokerage House.
 5. If the Client fails to provide the information referred to in section 1 or presents insufficient information, the Brokerage House warns the Client that it prevents it from assessing whether the brokerage or financial instrument is appropriate for the Client.
 6. In the case of brokerage services or financial instruments which, on the basis of the assessment referred to in section 3, have been determined as inappropriate or the Client has resigned from presenting information necessary to assess whether a given financial instrument or brokerage service is appropriate for the Client and at the same time, despite a warning from the Brokerage House, the Client insists on concluding the Agreement or transaction, such action is a confirmation by the Client that this brokerage service or this financial instrument is consistent with its needs. The final decision to conclude the Agreement or the transaction is to be made by the Client.
 7. The Client is obliged to update and the Brokerage House is entitled to request the Client to update the information referred to in section 1.
 8. In order to perform the obligations referred to in sections 1 to 7, the Brokerage House may use the information at its disposal, provided that such information is up-to-date.

Article 7

1. When concluding the Agreement, as well as addenda to the Agreement, the Brokerage House assesses whether the documents submitted by the Party constitute the required basis for concluding the Agreement or an addendum to the Agreement, and in the case of detecting lack of relevant data or the submission of incomplete documents, the Brokerage House may request the Party, personally or to the e-mail address of the Party, to supplement them; until the documents or data are supplemented, the Brokerage House does not conclude the Agreement or an addendum to the Agreement with the Party.
2. The Brokerage House may copy the documents showed by the Party or its attorney at the conclusion of the Agreement or an amending annex to the Agreement in order to keep their copies in the documentation of the Brokerage House related to a given Party.
3. The Agreement may be concluded by a potential Client:
 - 1) at the Branch Office,
 - 2) with the participation of:
 - an employee holding a relevant power of attorney,
 - the Agent,
 - 3) by mail, provided that the Brokerage House starts providing services after receiving from the Client the signed Agreement; if the Brokerage House does not receive the signed Agreement within 60 days from the date of submitting the application, the Agreement is deemed not to have been concluded,
 - 4) in an electronic manner,
 - 5) in another place or in another way individually accepted by the Brokerage House or specified in the Resolution of the Management Board.
4. If the Agreement is concluded by mail, the Client is obliged to attach to the signed documents a copy of the identity document (personal ID or passport) and any other document containing the identity of the Client or the representative of the Party that is acceptable to the Brokerage House. Detailed information concerning the procedure of concluding the Agreement by mail and the list of identity documents acceptable to the Brokerage House are communicated on the Website.
5. The Agreement for the Maintenance of the Deposit at the Commission of the Issuer may be concluded by a potential Issuer in the manner and at the place determined by the Brokerage House and the Issuer.
6. Agreements and amending annexes to the Agreements are:
 - 1) the basis for providing services and activities by the Brokerage House to the Party,
 - 2) concluded for an indefinite period of time, unless, with the consent of the Party and the Brokerage House, they are concluded for a definite period of time.

Article 8

When entering into the Agreement for the Maintenance of the Deposit at the Commission of the Issuer with the Brokerage House, the Issuer provides the Brokerage House with up-to-date and complete personal data of persons who are holders of the Instruments, while maintaining the provisions governing the protection of personal data.

Article 9

1. Declarations of will related to activities performed as part of the Brokerage House's activity, including those contained in other regulations of the Brokerage House, may be submitted in electronic form if the Brokerage House allows such a possibility and the Party has consented to this in the Agreement or in any other way specified in a Resolution of the Management Board.
2. The declaration of will submitted in an electronic form referred to in section 1 meets the requirements of a written form also if the written form has been reserved in order to maintain its validity.
3. Each declaration of will submitted in an electronic form is recorded in accordance with the provisions of law and constitutes proof of its submission.
4. The Party is liable for the consequences of any declarations of will made for it or on its behalf, provided that the identity of the person making the declaration is positively verified.
5. The Party who does not wish to use the possibility of electronic submission of declarations of will referred to in section 1, in particular as regards the possibility of concluding an agreement in an electronic manner, is authorised to make declarations of will in writing under the terms and conditions specified in the Rules and Regulations or in Resolutions of the Management Board of the Brokerage House.
6. The manner of submitting declarations of will in electronic form for a given service provided by the Brokerage House, a list of agreements that may be concluded by submitting declarations of will in electronic form and other information in this respect are regulated in the Resolution of the Management Board.

Article 10

1. The Party or the Party's attorney are obliged to immediately provide the Brokerage House with any and all information related to the change of its data, in particular the change of address to which correspondence or information on the loss or change of ID document (personal ID card or passport) is to be provided. The Party, attorney or representative of the Party are authorised to change their data only and, in justified cases, to deliver the appropriate official document certifying such changes, in particular change in the scope of: name, series and number of ID document and PESEL number.
2. If the Party or the Party's attorney does not provide the Brokerage House with information referred to in Section 1, the Brokerage House is not responsible for non-performance or improper performance of obligations towards the Party, as well as for damage occurred as a result of the execution of instructions or orders placed before the provision to the Brokerage House by the Party of the information or documents referred to in section 1.

Article 11

1. The Brokerage House may request additional information or documents that are necessary for the conclusion of the Agreement or during its term, if this results from applicable provisions of law, in particular the provisions regulating money laundering and financing of terrorism, when their submission will be, in the opinion of the Brokerage House, necessary for the proper conclusion or implementation of the Agreement or other obligations resulting from the provisions of law. In case the Party fails to submit the required information or documents within the set deadline or there are justified suspicions against the Party or information or documents submitted by the Party, resulting from provisions of law, the Brokerage House may terminate the Agreement, refuse to conclude it, or fail to execute the Client's Order or the Party's Instruction.
2. The Brokerage House may refuse to conclude the Agreement if the Party is entered on the sanction or warning list maintained by the authorities of state or international institutions, in particular on the list of public warnings kept by the Polish supervisory authority.
3. The Brokerage House may refuse to conclude the Brokerage Agreement with a Client that does not provide the Brokerage House with its identifier for transaction reporting.
4. The Brokerage House refuses to provide the Client or the Client's attorney with services resulting in a reporting obligation on the part of the Brokerage House, pursuant to binding provisions of law, including: accepting orders, executing transactions, and carrying out activities related to transfer of ownership of the Instruments, if the Client or the Client's attorney failed to provide the Brokerage House with its identifier for reporting transactions, and from the business day preceding the business day on which the identifier for reporting transactions of the Client or the Client's attorney expires.

5. Accordingly, the Client or the Client's attorney referred to in section 4 is obliged to have a valid identifier for reporting transactions and immediately notify the Brokerage House of its renewal and on the new date of its renewal (expiry date).
6. In the event referred to in section 4, the Brokerage House will resume providing the services resulting in a reporting obligation on the part of the Brokerage House, including in the scope of accepting orders, executing transactions and performing activities related to the transfer of ownership of the Instruments, not later than on the next business day after the business day on which the Brokerage House received information from that Client or Client's attorney about renewal of the identifier for reporting transactions and about the new date of its renewal (expiry date).

UNIT 2. AGREEMENTS CONCLUDED WITH A NATIONAL NATURAL PERSON

Article 12

1. Subject to section 2, a natural person holding Polish citizenship, when concluding the Agreement for the maintenance of the deposit at the commission of the Client or the Brokerage Agreement, is obliged to present to a person authorised by the Brokerage House:
 - 1) an identity document (ID card issued in the Republic of Poland or in another Member State of the European Union (EU), a country of the European Economic Area (EEA) which is not a member of the EU, whose nationals can benefit from the freedom of movement of persons under the relevant agreement, or passport) the validity of which is at least 30 days,
 - 2) a document confirming the Client's PESEL number when the Client does not present an identity card when concluding the Agreement for the Maintenance of the Deposit at the Commission of the Client or the Brokerage Agreement,,
and, at the Brokerage House's request, provide, inter alia, the following data concerning the Client:
 - 3) e-mail address,
 - 4) registered address,
 - 5) address of residence,
 - 6) correspondence address,
 - 7) phone number, in particular mobile phone number,
 - 8) full name and address of the Tax Office competent for the Client in the scope of its tax settlements,
 - 9) Tax Identification Number (NIP) – this obligation applies only to natural persons conducting business activity or who are registered payers of the tax on goods and services who enter into the Brokerage Agreement or the Agreement for the Maintenance of the Deposit at the Commission of the Client as a natural person conducting business activity,
 - 10) father's name, mother's name and maiden name,
 - 11) date and place of birth,
 - 12) citizenship,
 - 13) country of residence,
 - 14) name under which the business activity is conducted, the number from the relevant register, National Business Registry Number (REGON) – this obligation applies to the Clients who conclude the Brokerage Agreement or the Agreement for the Maintenance of the Deposit at the Commission of the Client as a natural person conducting business activity,
 - 15) bank account number to which transfers of funds of the Client are to be made – in the case of concluding the Brokerage Agreement,
 - 16) valid LEI code and the date of its renewal (expiry date) - this obligation applies only to Clients - natural persons conducting business activity who will use the services of the Brokerage House, resulting in a reporting obligation on the part of the Brokerage House, in accordance with the applicable law,
 - 17) other data required by law,
- and the Brokerage House, in the case of the Client's failure to provide the indicated documents or failure to provide the indicated data, may refuse to conclude the Agreement with the Client for the Maintenance of the Deposit at the Commission of the Client or the Brokerage Agreement.
2. The Brokerage House may waive the obligation of the natural persons referred to in section 1 to present originals (or their certified true copies) of documents and support the presentation of copies of such documents.

UNIT 3. AGREEMENTS CONCLUDED WITH A NATIONAL ENTITY

Article 13

1. A legal person or organisational unit without a legal personality, subject to section 3, upon concluding the Agreement, is obliged to present the person authorised by the Brokerage House with the following original documents (or notarised copies thereof):
 - 1) document (in particular the bylaws or deed of the company) stating that the entity has been established in accordance with the provisions of law,
 - 2) updated extract from the relevant register, unless it is available in electronic form and has the characteristics of an official document,
 - 3) certificate of assignment of the REGON statistical number and NIP number, unless the law does not provide for the assignment of such a number to a given entity or the information is contained in another official document (e.g. an extract from the National Court Register),
 - 4) The Client, being a separate commercial company, is obliged, for tax purposes, to submit to the Brokerage House, prior to the conclusion of the Agreement and to update, information on share in profits of individual partners; in the event of abandoning this obligation, the Brokerage House will consider, for tax purposes, that each partner has the right to equal share in profits and losses, and for tax calculation purposes, collect the maximum possible amount of tax,
 - 5) other documents, if the obligation to submit them results from the provisions of law or if their presentation is requested by the Brokerage House,and, in addition, it is obliged to provide the following data concerning the Parties:
 - 6) e-mail address,
 - 7) registered office address,
 - 8) correspondence address,
 - 9) telephone number,
 - 10) full name and address of the Tax Office competent for the entity in the scope of its tax settlements,
 - 11) country of residence,
 - 12) bank account number to which transfers of funds of the Client are to be made – in the case of concluding the Brokerage Agreement,
 - 13) valid LEI code and the date of its renewal (expiry date) - this obligation applies only to Clients who will use the services of the Brokerage House, resulting in a reporting obligation on the part of the Brokerage House, in accordance with the applicable law,
 - 14) other data required by law,and the Brokerage House, in the case of failure to provide the indicated documents by the Party or failure to provide the indicated data, may refuse to conclude the Agreement with the Party.
2. The Brokerage House may waive the obligation of the entities referred to in section 1 to present originals (or their notarised copies) of documents and support the presentation of photocopies of such documents.

UNIT 4. AGREEMENTS CONCLUDED WITH A FOREIGN ENTITY

Article 14

1. A foreign natural person, a legal person or an organisational unit without a legal personality is obliged to present to an employee of the Brokerage House documents or certified copies thereof and data required from a national natural person, legal person or organisational unit without a legal personality respectively, provided that a foreign natural person who does not conduct business activity is obliged to provide the Brokerage House with its transaction reporting ID in accordance with applicable provisions of law – this obligation applies only to the Clients who will use the services of the Brokerage House resulting in a reporting obligation on the part of the Brokerage House, in accordance with the applicable provisions of law.
2. Documents issued abroad should be certified for compliance with the law of the place of issue by the Polish diplomatic or consular post or certified by Apostille. This obligation does not apply to documents originating in countries with which the Republic of Poland has ratified the relevant international agreements exempting from this obligation. Moreover, true nature of the original declarations and documents, the identity and authenticity of the signature on the declarations and documents submitted by persons authorised to represent the Party and the authorisation of persons signing documents to represent the Party which are not submitted in the presence of an employee of the Brokerage House should be certified by a notary public or a Polish diplomatic or consular post. The costs related to authentication are borne by the Party. The Brokerage House may waive this requirement or specify another way of document authentication.
3. The Client in order to use a tax rate in tax settlements performed by the Brokerage House that stems from the double taxation conventions concluded between the RP and the Client's country of tax residence, the Client is obliged to provide

a valid certificate of residency issued by respective tax authorities of a given country, indicating the date when the Client became a tax resident for a given jurisdiction. At the same time, the Client is obliged to provide a valid certificate of residency once a year before the lapse of the certificate's expiry date, and in case of a change of the data included in the certificate, to provide it immediately. If the certificate of residence does not state its expiry date, then, in line with the applicable provisions of the law, the Brokerage House, while collecting tax, takes such a certificate into account for the period of 12 months from its issue date. If, based on the document held by the Brokerage House, especially an invoice or an agreement, it is clear that for tax purposes the taxpayer's place of establishment has changed in the period of 12 months from the issuance of the certificate, then the Brokerage House will apply tax rates in accordance with the applicable Polish corporate tax regulations. In case of failure to receive a current tax residency certificate of a given country, the Client will be charged tax at the rates indicated in the Polish corporate tax regulations or in the regulations on personal income tax.

4. The Brokerage House may demand (in person or to the Client's or Issuer's e-mail address) that documents which are drawn up in a foreign language be translated into Polish by a sworn translator. The costs related to translation are borne by the Party.
5. The Brokerage House may waive the obligation to present original documents (or notarised copies thereof) by the foreign legal persons or foreign organisational units without legal personality referred to in section 2, and support the presentation of photocopies of such documents.

CHAPTER 2. PROCEDURE, CONDITIONS AND FORM OF ESTABLISHMENT OF POWERS OF ATTORNEY BY THE PARTIES

Article 15

1. The Party may grant a power of attorney to make representations on behalf of the Party.
2. The Party is not obliged to grant a power of attorney on the form introduced by the Brokerage House and the Brokerage House may accept a power of attorney if:
 - 1) its form and scope meet the requirements specified in the provisions of law and in the Rules and Regulations,
 - 2) a power of attorney clearly indicates at least the scope of the power of attorney and the person acting as principal and attorney.
3. The Brokerage House will recognise the correctness of an attorney's power of attorney, provided that their data are included in the power of attorney document such as: first and last name (name), citizenship, address of residence / address of establishment, PESEL number (in case of national natural persons), identifier for reporting transactions and number from relevant register (in case of natural persons conducting business activity, legal persons or organisational units without legal personality), REGON number (in case of persons conducting business activity), type, series and number of identity document (ID card or passport), Tax Identification Number NIP (in case of persons obliged to have it), and within the scope of the principal, data such as: first and last name (name), PESEL number (in case of national natural persons), number from the relevant register (in case of natural persons conducting business activity, legal persons or organisational units without legal personality).
4. A power of attorney, subject to section 6, may be granted by the Party in the form of:
 - 1) a written statement submitted personally in the presence of a person authorised by the Brokerage House certifying the authenticity of the signature of the Party or its representatives or a statement signed with a qualified electronic signature,
 - 2) a written statement with the authentication of the signature of the Party or persons representing it as granting the power of attorney confirmed by a civil law notary,
 - 3) a notarial deed.
5. In the case of a power of attorney document drawn up in a foreign language, the Brokerage House may request:
 - 1) authentication of a notarial deed by a Polish diplomatic or consular post, unless the international agreement that has been ratified by the Republic of Poland provides otherwise; the costs related to authentication is borne by the Party or its attorney,
 - 2) translation of a power of attorney document into Polish by a sworn translator; translation costs are borne by the Party or its attorney.
6. On receipt of a power of attorney document, the Brokerage House assesses whether the submitted documents are sufficient, and if there are doubts as to the content or scope of the power of attorney or lack of relevant data or filing incomplete documents, it may, indicating the identified doubts or deficiencies, call the Party or the attorney (in person or to the e-mail address of the Client / Issuer or in any other way specified in the Agreement) to clarify or supplement them, and until their clarified or supplementation, it may not accept the power of attorney granted by the Party in whole or in part.

7. In justified cases, the Brokerage House may waive the right to demand that the Party or the attorney presents selected information or documents, in particular, if it is in its possession and is up-to-date.

Article 16

1. The Brokerage House may specify, which will be communicated to the Parties, the scope of powers of attorney acceptable by the Brokerage House, which may be granted by the Party within the scope of activities resulting from the Agreement.
2. The Client may establish a power of attorney to perform actions on behalf of the Client with respect to the Instruments or to make declarations on behalf of the Client with respect to actions resulting from the Agreement as:
 - 1) a full power of attorney (without limitation) on the basis of which the attorney is authorised to perform any and all activities and to make any and all representations in the scope of the Agreement - in the same scope as the Client,
 - 2) a limited power of attorney in which the Party specifies the scope of the power of attorney and authorises the attorney only to the activities specified in the power of attorney in the scope of activities resulting from the Agreement.
3. The Issuer may establish a power of attorney to perform activities on behalf of the Issuer or to make representations on behalf of the Issuer; the scope of the power of attorney granted is specified by the Issuer.
4. Orders, Instructions, applications and statements of the attorney of the Party submitted to the Brokerage House should contain the data required to submit Orders, Instructions, applications and statements of the Party, as well as at least the first and last name (name) and address of the attorney.

Article 17

1. The power of attorney referred to in Articles 15 to 16 may be changed at any time, and as regards the method, procedure, conditions and form of change of the power of attorney, the provisions on appointing an attorney apply accordingly. The Party may revoke a power of attorney in writing.
2. A power of attorney expires as a result of revocation or expiry of the period for which it was granted or in other cases provided for by law, in particular as a result of the death of the attorney or the Client or dissolution or liquidation of the Party.
3. An attorney may provide the Brokerage House with a written statement of resignation from the power of attorney. An attorney is obliged to inform the principal (Party) about the above situation.
4. Until the receipt of written information confirmed by the relevant court or office of the Client's death or on the dissolution or liquidation of the Party, the Brokerage House is not liable for the execution of the Orders or Instructions submitted by an attorney whose power of attorney expired upon the Client's death, dissolution or liquidation of the Party.

CHAPTER 3. AGENT AND OUTSOURCING

Article 18

1. The Brokerage House may entrust the Agent, under a separate agreement, to perform brokerage activities in the scope of brokerage activity. The Brokerage House will notify the Parties of this fact.
2. The Agent informs the Parties of the scope of activities which the Agent is authorised to take in accordance with the agreement referred to in section 1.
3. The Agent, in connection with activities carried out for the Brokerage House, does not accept payments from the Parties.
4. The Brokerage House and the Agent who caused the damage are jointly and severally liable for damage caused by the Agent in connection with performing activities on behalf of and for the account of the Brokerage House. Liability is excluded if damage occurred as a result of force majeure or solely due to the fault of a third party.
5. The Brokerage House is obliged to supervise the activities performed by the Agent.

Article 19

1. The Brokerage House may entrust another enterprise, on the basis of a separate agreement, to perform activities related to the activity conducted by the Brokerage House, including the brokerage activity conducted (the so-called outsourcing).
2. The agreement referred to in section 1 may be concluded after the conditions specified in the law have been met.
3. The entrepreneur's liability towards the Brokerage House for damage caused to the Parties as a result of non-performance or improper performance of the agreement indicated in section 1 cannot be excluded.
4. The Brokerage House's liability for damage caused to the Parties as a result of non-performance or improper performance by the entrepreneur of the agreement indicated in section 1 cannot be excluded or limited.

5. The provisions of sections 2 to 4 do not apply to agreements the object of which are activities which are not basic or essential to the proper performance of obligations by the Brokerage House, in particular the subject of which is the provision to the Brokerage House of services not directly related to brokerage activity (e.g. legal advice) or standardised services.

UNIT III. SERVICES PROVIDED BY THE BROKERAGE HOUSE

CHAPTER 1. STORAGE OF THE INSTRUMENTS

Article 20

1. The Brokerage House agrees to store documents of the Instruments or collective segments of the Instruments after having concluded with the Client the Agreement for the Maintenance of the Deposit at the Commission of the Client or with the Issuer of the Agreement for the Maintenance of the Deposit at the Commission of the Issuer.
2. The Brokerage House stores the Instruments in the form of a document in a safety deposit box or in a safe.
3. Instruments in the form of a document, including collective segments, are kept by the Brokerage House in such a way as to ensure their preservation in a non-deteriorated condition.
4. On the day of transfer of the Instruments to the Depository, a report is drawn up on the transfer of the Instrument documents to the Depository.
5. On the day of releasing the Instruments from the Depository, a report is drawn up on the release of the Instrument documents from the Depository.
6. The reports referred to in sections 4 to 5 contain the date, place where the report was drawn up, the identification of the parties drawing up the report and in particular:
 - 1) first and last name / name of the entity submitting / collecting the Instruments to / from the Depository,
 - 2) address of residence / registered office of the entity submitting / collecting the Instruments to / from the Depository,
 - 3) PESEL / REGON of the entity submitting / collecting the Instruments to / from the Depository,
 - 4) ID card number / KRS number / number of another register of the entity submitting / collecting the Instruments to / from the Depository,
 - 5) name of the issuer of the Instruments,
 - 6) number of the Instruments,
 - 7) type of the Instruments,
 - 8) series and numbers of the Instruments,
 - 9) nominal value of the Instruments,
 - 10) data of the Instrument holder.
7. In the event of damage, destruction or loss of documents of the Instruments submitted to the Brokerage House's Depository, the Brokerage House is obliged to cover the costs of issuing duplicates damaged or lost Instruments in the form of a document.
8. The Brokerage House stores the Instruments in the form of a document in such a way as to ensure the identification of the holders of these Instruments.
9. The Brokerage House keeps records of and registers changes in the ownership of the Instruments on the basis of valid and reliable documents confirming the occurrence of the event being the basis for the change.
10. If the Instruments are registered in the Polish National Depository for Securities (Krajowy Depozyt Papierów Wartościowych S.A.) which are issued in the form of a document and for which the Brokerage House manages the Depository, the Brokerage House removes the Instruments from the Accounts and cancels the Instrument documents.

CHAPTER 2. ISSUING CERTIFICATES OF DEPOSIT

Article 21

1. At the request of the Instrument holder, the Brokerage House issues a personal certificate of deposit (the Certificate of Deposit).
2. The Certificate of Deposit confirms the legitimacy to exercise the rights resulting from the Instruments indicated in its content, which are not or cannot be exercised solely on the basis of entries on the Account and determines the balance of the Instruments.
3. The Certificate of Deposit includes in particular:
 - 1) number of the Certificate of Deposit,
 - 2) company name, registered office and address of the Brokerage House,
 - 3) number of the Instruments,

- 4) type and series of the Instruments if the Instruments were issued in a series or issue number,
 - 5) company (name), registered office and address of the issuer of the Instruments,
 - 6) nominal value of the Instrument,
 - 7) first and last name of company name and address of the Instrument holder,
 - 8) information on existing restrictions on the transfer of Instruments or encumbrances established on the Instruments if such restrictions have been established,
 - 9) date and place of issue,
 - 10) purpose of the issue,
 - 11) expiry date,
 - 12) if the previously issued Certificate of Deposit for the same Instruments has been invalid or has been destroyed or lost before the expiry date, an indication that this is a new document of the Certificate of Deposit,
 - 13) signature of the person authorised to issue the Certificate of Deposit on behalf of the Brokerage House, bearing a stamp of the Brokerage House.
4. In the period from the moment of issuing the certificate of deposit until the expiry of the Certificate of Deposit or return of the certificate of deposit, the Instruments indicated in the content of the Certificate of Deposit may not be the object of trading and the Brokerage House freezes those Instruments.

CHAPTER 3. ISSUE OF DEPOSITORY CERTIFICATE

Article 22

1. At the request of the instrument holder, the Brokerage House shall issue a registered depository certificate (the Depository Certificate).
2. The Depository Certificate specifies the holding of the Instruments on the date (or an hour) indicated by the Client and includes in particular:
 - 1) number of the Depository Certificate,
 - 2) company name, registered office and address of the Brokerage House,
 - 3) number of the Instruments,
 - 4) type and series of the Instruments if the Instruments were issued in a series or issue number,
 - 5) company (name), registered office and address of the issuer of the Instruments,
 - 6) nominal value of the Instrument,
 - 7) first and last name of company name and address of the Instrument holder,
 - 8) information on existing restrictions on the transfer of Instruments or encumbrances established on the Instruments if such restrictions have been established,
 - 9) date and place of issue,
 - 10) signature of the person authorised to issue the Depository Certificate on behalf of the Brokerage House, bearing a stamp of the Brokerage House.

CHAPTER 4. (DELETED)

Article 23 *(deleted)*

CHAPTER 5. MAINTENANCE OF ACCOUNTS

UNIT 1. GENERAL PROVISIONS

Article 24

1. After the conclusion of the Brokerage Agreement, the Brokerage House opens the Account for the Client.
2. Following the deposit of the Instruments to the Depository by the Issuer or the Client, the Brokerage House opens the Account for the holder of the Instruments deposited to the Depository.
3. The Brokerage House maintains only individual Accounts, provided that on the basis of the Agreement concluded with the Client, the Brokerage House may agree to maintain a common Account for more than one person.
4. The Brokerage House may charge fees for maintaining the Accounts. The amount of fees for maintaining the Account is specified in the Table of Fees and Commissions.

5. The Brokerage House makes entries on the Account based on correct and reliable records or other documents entitling to make such entries.

Article 25

1. The Orders or the Instructions concerning the Account may be submitted by the Client, its representative or attorney.
2. The person placing the Order or the Instruction regarding the Account is obliged to sign them.

Article 26

In the event of non-compliance of the entries on the Account, the Client is obliged to immediately notify the Brokerage House thereof, providing information in the manner indicated for submitting the Complaints.

UNIT 2. INSTRUMENT ACCOUNT

Article 27

1. The Instrument Account of the Client is used to record the Instruments.
2. Once the conditions specified in the provisions of law or the Rules and Regulations have been met, the Brokerage House makes appropriate entries on the Instrument Account of the Client.
3. In the case of detection obvious errors concerning entries on the Client's Instrument Account, the Brokerage House, without a separate instruction of the Client, makes appropriate adjustments. The Client will be informed by the Brokerage House, in the form of information sent to the Client's e-mail address or in any other manner specified in the Brokerage Agreement, of each adjustment entry having significant meaning, in particular an entry leading to a change in the ownership of the Instruments.
4. The relevant entries on the Instrument Account, in connection with their transfer in secondary trading outside organised trading, are performed immediately upon presentation to the Brokerage House and verification by the Brokerage House of relevant documents indicating the basis for the transfer of the Instruments, unless another date of entry results from the submitted documents.
5. The Brokerage House may demand additional documents, information and explanations from the Client in connection with making entries on the Instrument Account of the Client in respect of the Instruments acquired in secondary trading outside organised trading, provided that the legal basis for such an entry raises doubts.
6. The Brokerage House may refuse to take actions connected with the transfer of the Instruments in the case of justified doubts:
 - 1) indicating that the transfer of the Instruments is contrary to the provisions of law,
 - 2) as to the authenticity of documents.
7. The Brokerage House refuses to take actions connected with the transfer of the Instruments in the cases referred to in Article 32(4)(8) to (9), and if the presented documents clearly indicate that the transfer of the Instruments is contrary to the provisions of law.
8. The refusal to transfer the Instruments with justification is made in writing.

UNIT 3. CASH ACCOUNT

Article 28

1. The Client's Cash Account is used to support the Client's Instrument Account and are credited with the Client's cash, in particular from: payments and payouts of cash, benefits from the Instruments, sale of the Instruments and return of cash in the case when the transaction of which the Instruments are the subject will not occur.
2. Once the conditions specified in the provisions of law or the Rules and Regulations have been met, the Brokerage House makes appropriate entries on the Cash Account of the Client.
3. The Brokerage House maintains the Cash Account of the Client in PLN.
4. The Brokerage House is not liable for any delay in recording money on the Client's Cash Account in the case of their untimely receipt from the issuer or the entity acting on behalf of the issuer or any other obliged third party.
5. If incorrect entries are found on the Cash Account of the Client, the Brokerage House, without a separate instruction of the Client, makes appropriate adjustments. The Client will be informed by the Brokerage House, in the form of information sent to the Client's e-mail address or in any other manner specified in the Brokerage Agreement, of each adjustment entry having significant meaning for the Client, in particular an entry leading to a change in the ownership of cash.
6. The settlement of the Client's liabilities towards the Brokerage House takes place in the following order:
 - 1) repayment of the debit (negative) balance on the Client's Cash Account,
 - 2) repayment of the Brokerage House's receivables,

- 3) repayment of other liabilities of the Client.
7. In the case of a debit (negative) balance on the Client's Cash Account, including as a result of the Brokerage House's adjustment entries, the Brokerage House requests the Client in the form of information sent to the Client's e-mail address or by letter, to promptly cover it, but not later than within 7 days from the date of receiving the request, and until the debit (negative) balance is covered, all cash recorded on the Client's Cash Account are first credited to cover the debit (negative) balance.
8. In the case of a debit (negative) balance on the Client's Cash Account, the Client is obliged to immediately repay it, and additionally in such a situation the Brokerage House may charge statutory interest. In the event of a debit (negative) balance on the Client's cash account, the Brokerage House, apart from using the option referred to in sections 6 to 7, may sell the Instruments recorded on the Client's Account in a number allowing to cover the debit (negative) balance. Until the negative balance is covered, the Brokerage House may not execute Orders and Instructions of the Client.
9. In the form of the Resolution of the Management Board, the Brokerage House may introduce / liquidate cash services in the Branch Offices.
10. Cash that is recorded on the Client's Cash Account does not bear interest, subject to sections 11 to 12.
11. The Brokerage House may agree with the Client in the Agreement or in the Amending Annex to the Agreement the individual terms and conditions of interest on cash recorded on the Client's Cash Account. The Agreement or the Amending Annex to the Agreement determines the interest rate of the cash or the procedure for determining their amount, as well as the deadlines and method of calculating interest on such funds for the Client.
12. On the terms and conditions specified in the Resolution of the Management Board, the Brokerage House may introduce, for all Clients or for a specific group of Clients, interest on funds recorded on the Client's Cash Account, specifying at the same time dates and manner of calculating interest for the Client on such funds and the mode of determining their amount. If such interest is introduced, the relevant information will be published on the Website.
13. The Brokerage House stores cash entrusted by the Party to the Brokerage House in connection with the provision of services specified in the Rules and Regulations, in bank accounts maintained for the Brokerage House by domestic banks.
14. The cash of the Parties is deposited in the bank accounts of the Brokerage House referred to in section 13 separately from the cash of the Brokerage House. Depositing Clients' cash guarantees their separate treatment from the Brokerage House's cash and is carried out in a manner aimed at guaranteeing the Clients' rights to cash and preventing the Brokerage House from using the Clients' cash on its own account. The Brokerage House, when selecting a domestic or foreign bank in which the Client's cash is deposited, exercises due diligence, in particular with regard to the protection of the rights of the Client and taking into account the level of expertise and the reputation enjoyed by a given bank, as well as the legal system and market practices related to the storage of cash of the Clients that could affect the ownership of the cash belonging to the Parties.
15. The cash of the Parties deposited by the Brokerage House in the bank accounts of the Brokerage House referred to in section 13 in principle bears interest. The Brokerage House collects the benefits from storage in banks of cash of the Parties. The rules of interest, including the capitalisation of interest, may be different for different banks. The interest rate is variable and depends mostly on market interest rates, e.g. WIBOR (*Warsaw Interbank Offered Rate*)- the reference interest rate on loans on the Polish interbank market or WIBID (*Warsaw Interbank Bid Rate*)- the annual interest rate paid by banks on the interbank market in Warsaw for the funds accepted in the deposit from other banks and current arrangements with the bank. Due to the variability of terms and conditions in this respect, additional information is available on the Website in the "Detailed information concerning Noble Securities S.A." (in the tab "Brokerage House", "Brokerage Account", "Documents").
16. If the Brokerage House is a tax payer, in accordance with the tax law applicable in the Republic of Poland and foreign tax law, it settles the taxes due from the Client and debit the Client's cash account with them, without a separate instruction from the Client.

Article 29

1. The Client may make payments to the Client's Cash Account in one of the following ways:
 - 1) cash payment made in the cash desk kept at the Branch Office, provided that such cash desks are kept,
 - 2) cash payment made to the Brokerage House's bank account in the bank servicing the Brokerage House, as specified in the Resolution of the Management Board,
 - 3) transfer made to the bank account of the Brokerage House, as specified in the Resolution of the Management Board,
2. The Client may dispose of cash paid to the Client's Cash Account upon their registration by the Brokerage House on this account.

Article 30

1. Withdrawals from the Client's Cash Account are made by the Client or persons authorised to dispose of the Client's Cash Account, provided that the Brokerage House makes payments, in particular in one of the following ways:
 - 1) cash withdrawal made in the cash desk kept at the Branch Office, provided that such cash desks are kept,
 - 2) transfer to the Client's bank account indicated by the Client in connection with the conclusion of the Agreement,
 - 3) transfer to another cash account of the Client kept by the Brokerage House.
2. The Brokerage House will not execute the Client's instruction concerning the withdrawal or transfer of cash from the Client's Cash Account in the following cases:
 - 1) lack of available and unfrozen cash on the Client's Cash Account,
 - 2) freezing of cash on the Client's Cash Account on account of the Orders or Instructions submitted,
 - 3) freezing of the Client's Account,
 - 4) establishing collateral measures on the Client's cash on the Client's Cash Account,
 - 5) seizure or freezing of the Client's Account by an entity authorised under the law,
 - 6) lack of necessary elements of the Instruction of withdrawal or transfer of cash from the Client's Cash Account,
 - 7) occurrence of other circumstances making it impossible for the Client to freely dispose of the cash deposited on the Client's Cash Account.

Article 31

1. In the case of concluding, on the basis of the Client's Order, a purchase transaction for the Instruments, the Brokerage House debits the Client's Cash Account with the amount resulting from the actual execution of the Order.
2. In the case of failure to conclude, on the basis of the Client's Order, a purchase transaction for the Instruments, the amount referred to in section 1 is to be unfrozen immediately after the expiry of the Order validity period.
3. In the case of concluding, on the basis of the Client's Order, a purchase transaction for the Instruments for an amount lower than the amount that was frozen to cover the value of the Order and the anticipated commission, the Brokerage House will unfreeze the surplus of the frozen amount upon the settlement of the executed Order, taking into account the relevant provisions of law.

CHAPTER 6. PURCHASE / ACQUISITION OR SALE / DISPOSAL ORDERS IN RESPECT OF THE INSTRUMENTS

Article 32

1. On the terms and in the scope specified in the Brokerage Agreement and in accordance with the provisions of the law, as well as the Rules and Regulations, the Brokerage House undertakes to provide services in respect of:
 - 1) acceptance and transfer of the Orders for the purchase or sale of the Instruments by the association of two or more entities in order to lead to the conclusion of a transaction between these entities,
 - 2) executing the Orders to purchase or sell the Instruments to the Client's account,
 - 3) executing the Orders for the purchase or sale of the Instruments by concluding with the Client by the Brokerage House, on its own account, as the other party to the transaction, a sale agreement for the Instruments.
2. Information concerning a given bid, the Brokerage House will make available in a manner that does not violate the provisions on public offering and terms of introducing financial instruments to organised trading and on public companies.
3. The Client may place the Order or the Instruction in person in writing.
4. The Brokerage House does not execute the Orders or the Instructions of the Client or the Client's attorney concerning the Client's Instruments in the following cases:
 - 1) lack of available and unfrozen Instruments on the Instrument Account,
 - 2) freezing of particular Instruments on the Instrument Account due to submitted Orders for the sale of the Instruments,
 - 3) pledge on particular Instruments on this Instrument Account, unless otherwise stipulated in the pledge agreement,
 - 4) freezing of the Instrument Account,
 - 5) establishing collateral on the Client's Instruments on the Account,
 - 6) seizure or freezing of the Client's Account by an entity authorised under the law,
 - 7) lack of necessary elements of the Instruction to transfer the Instruments from the Instrument Account,
 - 8) the Client's or the Client's attorney's failure to provide the Brokerage House with an identifier for reporting transactions (within the scope of instructions and orders resulting in a reporting obligation on the part of the Brokerage House, pursuant to provisions of law),
 - 9) expiry of validity of the Client's or Client's attorney's identifier for reporting transactions - from the business day preceding the business day on which the identifier for reporting transactions will expire (with respect to instructions and orders resulting in a reporting obligation on the part of the Brokerage House, pursuant to provisions of law),

10) occurrence of other circumstances preventing the Client from freely disposing of the Instruments recorded on the Instrument Account.

Article 33

1. When placing the Order for the sale of the Instruments, the Client is obliged to present documents confirming the possession of the Instruments and documents confirming that the sale of these Instruments is not limited or that it has the consent of the relevant body of the Issuer to sell the Instruments in question and submit a statement or present a document that the Instruments sold are not encumbered in any way or indicate the type of burden.
2. The documents referred to in section 1 are in particular:
 - 1) *(deleted)*
 - 2) the bylaws of the Issuer,
 - 3) a resolution of the relevant body of the Issuer authorising the sale of the Instruments in question (if such consent is required by separate regulations).
3. The documents referred to in section 2(1) to (2) should be submitted in the original and the documents referred to in section 2(3) to (4) should be submitted in the original or certified to be true copies of the original.
4. If the Instruments subject to the sales Order are already deposited with the Brokerage House on the basis of separate agreements, it is not required to submit the documents referred to in section 2(1) to (2).

Article 34

If the Instruments are not deposited with the Brokerage House, before placing the Order for the sale of the Instruments, the Client is obliged, subject to the provisions of Article 33, to submit the documents of the Instruments that are the subject of the Order in the Brokerage House's Depository at the latest on the transaction date.

Article 35

In the event of placing the Order for the purchase of the Instruments, the Client is obliged to provide at the Cash Account, or to pay a price constituting an equivalent of the transaction value covered by the Order, together with the fee or commission due to the Brokerage House, at the latest on the day of placing the Client's Order, unless the Clients participating in the transaction, upon consultation with the Brokerage House, resolve otherwise.

Article 36

1. If the subject of the Order is the purchase of the Instruments that have been deposited at the Depository for the purpose of a transaction, the Client is obliged to collect from the Depository the Instruments purchased as a result of execution of this transaction - within a week from the day of executing the Order or conclude the Agreement for the Maintenance of the Deposit at the Commission of the Client with the Brokerage House.
2. In case the Client fails to collect the documents of the acquired Instruments by the date referred to in section 1, it will be obliged to pay the Brokerage House a fee for keeping the Instruments, pursuant to the Table of Fees and Commissions, calculated for each calendar month of storage in the Depository after the date referred to in section 1.

UNIT 1. PROCEDURE FOR SUBMITTING ORDERS

Article 37

1. The Brokerage House undertakes, taking into account the provisions of law and the Rules and Regulations, to receive from the Client purchase / acquisition or sale / disposal Orders for the Instruments in order to execute them in secondary trading outside organised trading.
2. In order to enter into a purchase / acquisition or sale / disposal transaction for the Instruments in secondary trading outside organised trading, the Client is obliged to submit the Order.
3. Subject to the terms and conditions specified in the Rules and Regulations, the Client may place the Order in writing at the Branch or at the Agent's branch.
4. The Brokerage House:
 - 1) may refuse to accept or execute an order placed by the Client or an attorney of the Client without a valid identifier for reporting transactions,
 - 2) may refuse to accept or execute an order placed by the Client or an attorney of the Client from the business day preceding the business day in which the identifier for reporting transactions of that Client or the attorney will expire.
5. A person authorised by the Management Board of the Brokerage House confirms the acceptance of the Order with a signature, with the reservation that the confirmation of the Order acceptance may also take place in another form, insofar as this results from the provisions of law.
6. Immediately after the execution of the Order, but not later than by the end of the business day following the day on which the Order was executed, the Brokerage House provides the Client with a confirmation of the execution of the Order.
7. Information indicated in section 6 is transferred by the Brokerage House to the Client's e-mail address or in any other way specified in the Brokerage Agreement. If the Instruments are covered by legal or contractual (statutory) restrictions of transferability, the Brokerage House does not accept and does not execute any Orders that violate these restrictions, provided that they are known to the Brokerage House.
8. In the event when a consent of the issuer or a third party is required to sell the Instruments, the Brokerage House accepts and executes the Order, provided that the Client submits such consent to the Brokerage House.
9. The Client's Order is transferred for execution on the date indicated by the Client in the Order.
10. Each Order is valid for the period specified in the Order.

Article 38

1. Unless the Brokerage House and the Client resolve otherwise, the value of the Order to purchase the Instruments is established as a product of the number of Instruments and the purchase price of the Instruments, and in case of bonds - additionally accumulated values of interest as of the transaction settlement date, increased by commissions or fees due to the Brokerage House.
2. In the event of stating lack of coverage for the Order to purchase Instruments, the Brokerage House executes the Order up to the amount of coverage and collaterals held, or waives execution of the Order.
3. Cash frozen on the Client's Cash Account, covering the purchase Orders for the Instruments, after the expiry of the Order validity period, are unfrozen in the scope of the surplus over the amount necessary to settle the concluded transactions by the Brokerage House.
4. The basis for verifying the coverage of the sales Orders for the Instruments is the balance of the Client's Instrument Account.
5. If the Client submits a number of Orders for the sale of the Instruments, the coverage is checked in the order of their submission, unless the Client has indicated a different order.
6. In the event of stating lack of coverage for the Order to sell Instruments, the Brokerage House executes the Order up to the amount of coverage or waives execution of the Order.
7. If the Client places the Order for the sale of the Instruments, the Brokerage House may freeze the Instruments on the Client's Instrument Account.

Article 39

1. An Order placed by the Client should include in particular:
 - 1) determined by the Brokerage House with the Client in the Brokerage Agreement, the data enabling unambiguous identification of the Client, and in the case when the Order is placed by an attorney, it should also include an indication of the data enabling unambiguous identification of the person placing the order,
 - 2) possibly the number of the Client's Account from which the Order is placed,

- 3) indication that the Order will be carried out in secondary trading outside organised trade, unless the Client orders the Brokerage House to execute the order on the Brokerage House's account and the Brokerage House will confirm the manner of execution of the Order or the Client will commission finding an entity interested in concluding an agreement to sell the Instruments with the Client,
 - 4) subject of the Order (purchase or sale of the Instruments),
 - 5) type and name of the Instruments being the subject of the Order,
 - 6) number of the Instruments subject to the Order,
 - 7) determination of the price,
 - 8) designation of the term of validity of the Order,
 - 9) date and time of issuing the Order,
 - 10) signature of the Client or its attorney, however, if more than one Order is contained in one document, it is sufficient to put one signature of the Client or its attorney on such document,
 - 11) other information, if they are not contrary to the provisions of law,
 - 12) a statement by the Client that the Order is executed on the Brokerage House's account - if the Client has made such a statement.
2. The Client's Order may include additional terms and conditions of its execution if they are not contrary to the provisions of law, the Rules and Regulations and the Brokerage Agreement.
 3. In the case of discrepancies in the content of the Order as regards verbal and digital determination of the number of Instruments or the price, the content of the Order is determined by the verbal record, if it has been applied.
 4. If the Client's Order does not contain all the data or cannot be accepted by the Brokerage House for other reasons, the Brokerage House immediately informs the Client thereof, personally or to the Client's e-mail address or otherwise as specified in the Brokerage Agreement.

UNIT 2. PROCEDURE FOR CANCELLATION AND MODIFICATION OF THE ORDERS

Article 40

Cancellation and modification of the Client's Order is possible under the terms and conditions specified in the Rules and Regulations, the Brokerage Agreement or in the content of the Order.

Article 41

1. If nothing else results from the Order, the Client may cancel the previously placed Order before its expiry date, but only in the scope of the unrealised part.
2. The Orders are cancelled in the manner and on the dates specified for submitting the Orders.
3. The Brokerage House may reject a modification of an order from the Client or from the Client's attorney that consists in extending its validity for a period longer than until the business day preceding the business day on which the Client's or the Client's attorney's order expires.
4. The Brokerage House cancels, without an additional separate instruction, an order placed by the Client or the Client's attorney on the business day preceding the business day on which the Client's or the Client's attorney's transaction reporting ID will cease to be valid – it applies only to orders whose execution results in a reporting obligation on the part of the Brokerage House, in accordance with the applicable provisions of law.

UNIT 3. PROCEDURE AND CONDITIONS FOR EXECUTING THE ORDERS AND THEIR SETTLEMENT

Article 42

1. The purchase or sale of the Instruments is executed in accordance with the content of the Brokerage Agreement and the Order and the provisions of law.
2. The settlement for the execution of the Order for the purchase or sale of the Instruments takes place on the date specified in the Order or the Agreement.
3. In connection with the transfer of ownership of the Instruments, the Brokerage House issues an agreement card document.
4. The agreement card document referred to in section 3 includes:
 - 1) transaction date and transaction settlement date,
 - 2) indication of the Instruments that are the subject of the transaction,
 - 3) number of the Instruments that are the subject of the transaction,
 - 4) value of the concluded transaction,

- 5) identification data of the parties to the transaction,
 - 6) settlement operation own number.
5. The Brokerage House makes entries on the Client's Account, taking into account the provisions of the law concerning the transfer of ownership of the Instruments.

CHAPTER 7. TRANSFER OF FINANCIAL INSTRUMENTS

Article 43

1. On the basis of the Client's instructions, the Brokerage House pursuant to the conditions specified in the provisions of law undertakes activities related to the transfer of the Instruments disposed of as a result of an agreement, transaction, legal act or event, in secondary trading outside organised trade, upon prior presentation by the Client of the documents on the basis of which the Instruments are to be transferred, prepared in accordance with law, and if it maintains the purchaser's Instrument Account, it saves the Instruments on the Client's Instrument Account in connection with their transfer within such trading.
2. Transfer of the Instruments referred to in section 1 will be carried out once the conditions specified in the provisions of the law for such operations have been satisfied, the fees stipulated in the Table of Fees and Commissions have been paid and after the original documents (or notarised copies thereof) have been handed over to the Brokerage House, on the basis of which the Instruments are to be transferred:
 - 1) for donations – a donation agreement,
 - 2) for inheritance – respectively:
 - a) a certified copy of a final court decision confirming the acquisition of inheritance, or
 - b) a certified copy of the registered notarial deed of succession certification, and
 - c) a certified copy of a final court decision on the inheritance division, or
 - d) an agreement concluded by all heirs, the subject of which is the partial division of the inheritance (partial inheritance division agreement),
 - 3) for the sale or use, respectively, the sales agreement or the usage agreement or another document accepted by the Brokerage House,
 - 4) for a non-cash contribution (a contribution in kind) – the bylaws of a joint-stock company or the company deed or a relevant resolution on amending the bylaws of a joint-stock company or the company deed,
 - 5) for the transformation of an entity – respectively: an updated extract from the relevant register, unless it is available in electronic form and has the characteristics of an official document (in the scope of Polish entities) and relevant documents confirming the transformation of the entity (in the scope of foreign entities); in the case of transformation of an entity, the entity is obliged to conclude a new Brokerage Agreement.
3. The Brokerage House will execute an instruction to transfer the Instruments on the basis of a donation agreement concluded without the form of a notarial deed for the donor's declaration if the donation agreement and the instruction to transfer the Instruments are communicated to the Brokerage House by the donor.
4. The agreement referred to in section 2 should be concluded in the form of a notarial deed or in writing with signatures certified by a notary public or in the presence of a person authorised by the Brokerage House.
5. In the case of the Instruments whose transfer results in a reporting obligation on the part of the Brokerage House, in accordance with the applicable provisions of law, the Brokerage House will execute an instruction to transfer the Instruments provided that the instrument holder presents the identifier for reporting transactions. In the case of transferring the Instruments to the account maintained in the Brokerage House, the Brokerage House will execute an instruction to transfer the Instruments subject to the presentation of the identifier for reporting transactions by the recipient / purchaser of the Instruments.
6. Pursuant to the rules specified in the provisions of law, the Brokerage House is entitled or obliged, after having given the Client the opportunity to make appropriate explanations, refuse to perform the activities related to the transfer of the Instruments disposed of as a result of an agreement, transaction, legal act or event in secondary trading outside organised trading.
7. When performing the activities referred to in sections 1 to 5, the Brokerage House assesses whether the submitted documents constitute the required basis for the transfer of the Instruments, and in the case of a lack of relevant data or filing incomplete documents, the Brokerage House may call the Client (in person, to the e-mail address of the Client or otherwise specified in the Agreement) to supplement them; until the documents or data are supplemented, the Brokerage House does not perform the activities referred to in sections 1 to 5.

UNIT IV. TERMINATION OF THE AGREEMENT

CHAPTER 1. TERMINATION OF THE TERMINATION IN COMPLIANCE WITH THE NOTICE PERIOD

Article 44

1. The Party and the Brokerage House, provided that they do not terminate the Agreement by agreement, may terminate the Agreement upon notice.
2. Termination of the Agreement must be made in writing.
3. Save as otherwise provided in the Agreement, the Agreement may be terminated by the Party with a 14-day notice period.
4. Subject to contrary provisions of the Agreement, the Brokerage House may terminate the Agreement with a 14-day notice period, exclusively for the following reasons:
 - 1) violation of the provisions of the Rules and Regulations or the Agreement by the Party,
 - 2) lack of Instruments or cash on the Client's Account for a period of at least 6 months,
 - 3) if the Client fails to pay in full, within at least 3 consecutive months, the fees and commissions due to the Brokerage House, in accordance with the Table of Fees and Commissions,
 - 4) if the Issuer fails to pay in full, within at least 3 consecutive months, the fees and commissions due to the Brokerage House, in accordance with the Agreement,
 - 5) if enforcement seizure, in respect of the Client's Account, continues with a simultaneous lack of payments to the Client's Account for a period exceeding 3 months
 - 6) the Client has caused an unauthorised excess of the balance,
 - 7) for reasons justifying termination by the Brokerage House of the Agreement with immediate effect if the Brokerage House withdraws from the termination of the Agreement in such a manner.
5. The Party is obliged to pay all fees and commissions payable to the Brokerage House on account of the services provided to the Party and other liabilities towards the Brokerage House, before the expiry of the notice period.
6. During the period of notice of the Agreement, the Client is obliged to dispose of the Instruments and cash recorded on the Client's Account in such a way that the balance of the Account as at the date of termination of the Brokerage Agreement indicates a zero balance and the Instruments deposited in the Depository in such a way that the Brokerage House does not store these Instruments as of the day of termination of the Agreement for the Maintenance of the Deposit at the Commission of the Client. The Brokerage House, in the event of failure by the Client to issue the instructions referred to in the preceding sentence, may sell the Instruments at a price specified by it, and cash, including cash coming from the sale of the Instruments, are transmitted by transfer to the Client's bank account or by postal order to the Client's address, after deducting costs of the transfer or the order, and if there is no such possibility, cash may be posted on a separate subaccount of the Brokerage House's bank account, provided that the Brokerage House may collect cash from the Client's Cash Account to cover the full costs of performing such activities.
7. In the event of termination of the Agreement, the Issuer is obliged to dispose of the Instruments and cash recorded in the Depository which have not been registered on the Client's Accounts, in such a way that on the day of termination of the Agreement it does not hold the Instruments and cash of the Clients who have not concluded the Agreement with the Brokerage House. The Issuer determines with the Brokerage House the rules of disposing of the above-mentioned Instruments and cash.

CHAPTER 2. IMMEDIATE TERMINATION OF THE TERMINATION WITHOUT THE NOTICE PERIOD

Article 45

1. The Brokerage House may terminate the Agreement with immediate effect without notice in the case:
 - 1) of a gross violation of the provisions of the Agreement or the Rules and Regulations by the Party,
 - 2) the Party submits untrue documents or information,
 - 3) the Party fails to settle liabilities towards the Brokerage House, despite the fact that the Party is requested to do so,
 - 4) of circumstances which make it impossible for the Brokerage House to provide the services under the same conditions occur,
 - 5) the Brokerage House ceases to run the activity specified in the Agreement,
 - 6) it is not possible to fulfil the obligations under the anti-money laundering and anti-terrorist financing legislation,
 - 7) the Party is entered into the sanction or warning list kept by the authorities of countries or international institutions, in particular into the list of public warnings kept by the Polish supervisory authority,
 - 8) *(deleted)*.
3. The Issuer may terminate the Agreement for the Maintenance of the Deposit at the Commission of the Issuer without notice at any time, provided that there are no Financial Instruments of the Issuer in the Depository.

4. The Client may terminate the Agreement with immediate effect without notice at any time, provided that the Client Account shows a zero balance and that the Client does not have any Instruments in the Depository.
5. A declaration of termination of the Agreement must be made in writing.
6. In case the Brokerage House receives an official or court document containing information about the Client's death and the Client's Account shows a zero balance and the Client does not have any Instruments in the Depository, the Agreement expires.
7. If the Brokerage House receives an official or judicial document containing information about the dissolution or liquidation of the Client, and the Client Account shows a zero balance and that the Client does not have any Instruments in the Depository, the Agreement is terminated without notice.
8. If the Brokerage House receives an official or court document containing information about the dissolution or liquidation of the Issuer, and the Issuer does not have any Instruments in the Depository in the Brokerage House, the Agreement for the Maintenance of the Deposit on the Commission of the Issuer is terminated without notice.
9. In the event of termination of the Agreement with immediate effect without notice, the provisions of Article 44(6)-(7) apply accordingly.

CHAPTER 3. WITHDRAWAL FROM THE AGREEMENT BY THE CLIENT

Article 46

1. The Client may withdraw from the Brokerage Agreement within 30 days from the date of its conclusion if the Brokerage Agreement has not been executed and has not made a payment to the Client's Cash Account.
2. Withdrawal from the Brokerage Agreement requires a written form.

UNIT V. PROTECTION OF CLAIMS CHAPTER 1. FREEZING THE INSTRUMENTS

Article 47

1. The Client has the right to secure a claim by freezing a specified number of Instruments recorded on the Client's Instrument Account, and the Brokerage House, if it is not contradictory to the provisions of law, will execute the provisions of the agreement for freezing the Instruments and, on the Client's (debtor's) Instrument Account, will freeze these Instruments combined with establishing an irrevocable power of attorney for a person entitled under the freeze (creditor) to sell the frozen Instruments and satisfy itself from the cash obtained in this way, with the reservation that the freeze of the Instruments takes place after the Client meets the following conditions:
 - 1) submitting to the Brokerage House a copy of the agreement for freezing the Instruments (original or copy confirmed by a notary public or confirmed in another way accepted by the Brokerage House), concluded by the Client in a written form, which contains in particular:
 - a) data of the parties to the agreement sufficient to identify them,
 - b) identifier for reporting transactions of the Client and the creditor (applies to the Instruments whose transfer results in a reporting obligation on the part of the Brokerage House, in accordance with the applicable provisions of law),
 - c) determination of a claim secured by a freeze of a specific number of Instruments,
 - d) determination of the type and number of Instruments that are subject to freeze,
 - e) specification of the period in which the freeze is to apply,
 - 2) placing by the Client an instruction to freeze the Instruments recorded on the Client's Instrument Account which includes in particular the Client's statement that there is a not forfeited claim arising from the legal relationship, and the form of securing the claims and the manner of satisfaction of the creditor from the subject of the collateral correspond to the requirements provided for in the provisions of law; this statement may be included in the agreement for freezing the Instruments,
 - 3) handing over the irrevocable power of attorney to the Brokerage House established by the Client to the person entitled to freeze the Instruments (creditor) to sell the frozen Instruments and to satisfy itself from the cash thus obtained.
2. When performing the activities referred to in section 1, the Brokerage House assesses whether the documents submitted by the Client constitute a required basis for establishing a freeze of a specified number of Instruments recorded on the Client's Instrument Account, and in the case of a lack of relevant data or filing incomplete documents, the Brokerage

House may call the Client (in person, to the e-mail address of the Client or otherwise specified in the Brokerage Agreement) to supplement them; until the documents or data are supplemented, the Brokerage House does not perform the activities referred to in section 1.

3. In order to freeze the Account, the provisions of this branch apply accordingly, in particular those related to the submission by the Client to the Brokerage House, in the forms referred to in section 1, a copy of the agreement for freezing the Account and the instruction to freeze the Account; the Account is unfrozen on the terms specified in:
 - 1) in the agreement for freezing the Account, or
 - 2) in the creditor's statement.

Article 48

The freeze of the Instruments referred to in Article 47 is to be made within 3 business days from the date of submission by the Client to the Brokerage House of all the documents referred to in Article 47 and their approval by the Brokerage House; the freeze is maintained for the period resulting from the agreement for freezing the Instruments, and its release by the Brokerage House takes place on the terms and conditions specified in the provisions of law.

CHAPTER 2. PLEDGE ON THE INSTRUMENTS (PLEDGE AGREEMENT)

Article 49

1. The Client has the right to secure a claim by establishing a pledge on a specific number of Instruments (hereinafter referred to as the pledge agreement) recorded on the Client's Instrument Account, and the Brokerage House, unless this is contrary to the provisions of law, will execute the provisions of the pledge agreement on such Instruments and will freeze on the Client's Instrument Account these Instruments after the Client has fulfilled the following conditions:
 - 1) submitting to the Brokerage House a copy of the pledge agreement (original or copy confirmed by a notary public or confirmed in another way accepted by the Brokerage House) concluded by the Client in a written form with a date, which contains in particular:
 - a) data of the parties to the agreement sufficient to identify them,
 - b) identifier for reporting transactions of the Client and the creditor (applies to the Instruments whose transfer results in a reporting obligation on the part of the Brokerage House, in accordance with the applicable provisions of law),
 - c) determination of the claim secured by the pledge,
 - d) determination of the type and number of Instruments that are encumbered with a pledge;
 - e) specification of the period in which the freeze is to apply,
 - 2) placing by the Client an instruction to freeze the pledged Instruments recorded on the Client's Instrument Account which includes in particular the Client's statement that there is a not forfeited claim arising from the legal relationship, and the form of securing the claims and the manner of satisfaction of the creditor from the subject of the collateral correspond to the requirements provided for in the provisions of law; this statement may be included in the pledge agreement,
 - 3) in the case of a registered pledge, in addition to the documents referred to in points 1 and 2, it is necessary to submit to the Brokerage House the original or a notarised copy of the extract from the register of pledges constituting proof of the entry of the registered pledge into the register.
2. When performing the activities referred to in section 1, the Brokerage House assesses whether the documents submitted by the Client constitute a required basis for establishing a pledge on a specified number of Instruments recorded on the Client's Instrument Account, and in the case of a lack of relevant data or filing incomplete documents, the Brokerage House may call the Client (in person, to the e-mail address of the Client or otherwise specified in the Brokerage Agreement) to supplement them; until the documents or data are supplemented, the Brokerage House does not perform the activities referred to in section 1.

Article 50

The freeze of the pledged Instruments referred to in Article 49 is made within 3 business days from the date of submission by the Client to the Brokerage House all the documents referred to in Article 49 and their approval by the Brokerage House; the freeze is maintained for the period resulting from the pledge agreement and its release by the Brokerage House takes place on the terms and conditions specified in the pledge agreement or in the provisions of law, in particular in the case of a registered pledge the release of the freeze takes place after the Brokerage House has been handed over with an extract from a valid court decision on the expiry of the pledge in the form of an original copy, a notarised copy, or a copy confirmed in another way, approved by the Brokerage House.

CHAPTER 3. FINANCIAL COLLATERAL IN THE FORM OF A FINANCIAL FREEZE AGREEMENT

Article 51

1. The Client has the right to establish a financial security in the form of a financial freeze on a specific number of Instruments recorded on the Client's Instrument Account, and the Brokerage House, unless this is contrary to the provisions of law, will execute the provisions of the financial freeze agreement in respect of such Instruments and will establish a financial freeze on the Client's (debtor's) Instrument Account in respect of these Instruments after the Client has fulfilled the following conditions:
 - 1) submitting to the Brokerage House a copy of the financial freeze agreement (original or copy confirmed by a notary public or confirmed in another way accepted by the Brokerage House) concluded by the Client in a written form, which contains in particular:
 - a) data of the parties to the agreement sufficient to identify them,
 - b) identifier for reporting transactions of the Client and the creditor (applies to the Instruments whose transfer results in a reporting obligation on the part of the Brokerage House, in accordance with the applicable provisions of law),
 - c) determination of a claim secured by a freeze of a specific number of Instruments,
 - d) determination of the type and number of Instruments that are subject to freeze,
 - e) specification of the period in which the freeze is to apply,
 - f) power of attorney granted by the Client to the creditor to sell the Instruments if the claims can be satisfied in such a way,
 - g) compensation clause, if the satisfaction of all or some of the claims secured by a financial freeze can take place by offsetting,
 - 2) placing by the Client an instruction to freeze the Instruments recorded on the Client's Instrument Account which includes in particular the Client's statement that there is a not forfeited claim arising from the legal relationship, and the form of securing the claims and the manner of satisfaction of the creditor from the subject of the collateral correspond to the requirements provided for in the provisions of law; this statement may be included in the financial freeze agreement,
2. When performing the activities referred to in section 1, the Brokerage House assesses whether the documents submitted by the Client constitute a required basis for establishing a financial freeze on a specified number of Instruments recorded on the Client's Instrument Account, and in the case of a lack of relevant data or filing incomplete documents, the Brokerage House may call the Client (in person, to the e-mail address of the Client or otherwise specified in the Brokerage Agreement) to supplement them; until the documents or data are supplemented, the Brokerage House does not perform the activities referred to in section 1.

Article 52

The financial freeze of the Instruments referred to in Article 51 is to be made within 3 business days from the date of submission by the Client to the Brokerage House of all the documents referred to in Article 51 and their approval by the Brokerage House; the freeze is maintained for the period resulting from the financial freeze agreement in respect of the Instruments, subject to the cases provided for by law, and its release by the Brokerage House takes place on the terms and conditions specified in the provisions of law.

CHAPTER 4. FINANCIAL COLLATERAL IN THE FORM OF A FINANCIAL COLLATERAL AGREEMENT

Article 53

1. The Client has the right to establish a financial security in the form of transfer of a specified number of Instruments recorded on the Client's Instrument Account to the creditor's Instrument Account, and the Brokerage House, if it is not contrary to provisions of law, will execute the provisions of the financial security agreement in the form of transfer of the Instruments being the object of security regarding such Instruments and will transfer from the Client's (debtor's) Instrument Account to the creditor's account such Instruments after the Client has fulfilled the following conditions:
 - 1) submitting to the Brokerage House a copy of the financial collateral agreement in the form of a transfer of the Instruments being the object of the collateral (original or copy confirmed by a notary public or confirmed in another way accepted by the Brokerage House) concluded by the Client in a written form, which contains in particular:
 - a) data of the parties to the agreement sufficient to identify them, including an indication of the creditor's Instrument Account to which the Instruments are to be transferred,

- b) identifier for reporting transactions of the Client and the creditor (applies to the Instruments whose transfer results in a reporting obligation on the part of the Brokerage House, in accordance with the applicable provisions of law),
 - c) determination of the claim secured in the form of transfer of a specified number of Instruments being the object of the financial collateral,
 - d) specification of the type and number of the Instruments to be transferred to the creditor's Instrument Account,
 - e) provisions on the necessity to maintain the freeze following the transfer of the Instruments to the creditor's Instrument Account, provided that the agreement provides for such a freeze,
 - f) specification of the terms and conditions of unfreezing following the transfer of the Instruments to the creditor's Instrument Account, provided that the agreement provides for such unfreezing,
- 2) placing by the Client an instruction to transfer a specific number of Instruments recorded on the Client's Instrument Account which includes in particular the Client's statement that there is a not forfeited claim arising from the legal relationship, and the form of securing the claims and the manner of satisfaction of the creditor from the subject of the collateral correspond to the requirements provided for in the provisions of law; this statement may be included in the financial collateral agreement,
2. When performing the activities referred to in section 1, the Brokerage House assesses whether the documents submitted by the Client constitute a required basis for establishing a financial collateral in the form of transfer of a specified number of Instruments recorded on the Client's Instrument Account, being the object of the collateral, and in the case of a lack of relevant data or filing incomplete documents, the Brokerage House may call the Client (in person, to the e-mail address of the Client or otherwise specified in the Brokerage Agreement) to supplement them; until the documents or data are supplemented, the Brokerage House does not perform the activities referred to in section 1.

Article 54

The financial collateral referred to in Article 53 is to be established within 3 business days from the date of submission by the Client to the Brokerage House of all the documents referred to in Article 53 and their approval by the Brokerage House; this collateral is maintained for the period resulting from the financial collateral agreement, subject to the cases provided for by law, and its release by the Brokerage House takes place under the conditions specified in the provisions of law.

CHAPTER 5. FINANCIAL COLLATERAL IN THE FORM OF THE FINANCIAL PLEDGE AGREEMENT

Article 55

1. The Client has the right to establish a financial pledge in the form of a financial freeze on a specific number of Instruments recorded on the Client's Instrument Account. and the Brokerage House, unless this is contrary to the provisions of law, will execute the provisions of the financial pledge agreement in respect of such Instruments and will establish a freeze on the Client's (debtor's) Account in respect of these Instruments after the Client has fulfilled the following conditions:
 - 1) submitting to the Brokerage House a copy of the financial pledge agreement (original or copy confirmed by a notary public or confirmed in another way accepted by the Brokerage House) concluded by the Client in a written form, which contains in particular:
 - a) data of the parties to the agreement sufficient to identify them,
 - b) identifier for reporting transactions of the Client and the creditor (applies to the Instruments whose transfer results in a reporting obligation on the part of the Brokerage House, in accordance with the applicable provisions of law),
 - c) determination of the claim secured by the financial pledge,
 - d) determination of the type and number of Instruments that are encumbered with a financial pledge;
 - e) specification of the period in which the freeze is to apply,
 - f) power of attorney granted by the Client to the creditor to satisfy by taking over ownership of the Instruments covered by the financial pledge if the satisfaction of the claim may take place by such acquisition,
 - g) compensation clause, if the satisfaction of all or some of the claims secured by a financial pledge can take place by offsetting,
 - 2) placing by the Client an instruction to freeze the Instruments recorded on the Client's Instrument Account which includes in particular the Client's statement that there is a not forfeited claim arising from the legal relationship, and the form of securing the claims and the manner of satisfaction of the creditor from the subject of the collateral correspond to the requirements provided for in the provisions of law; this statement may be included in the financial pledge agreement,
2. When performing the activities referred to in section 1, the Brokerage House assesses whether the documents submitted by the Client constitute a required basis for establishing a financial pledge, and in the case of a lack of relevant data or

filing incomplete documents, the Brokerage House may call the Client (in person, to the e-mail address of the Client or otherwise specified in the Brokerage Agreement) to supplement them; until the documents or data are supplemented, the Brokerage House does not perform the activities referred to in section 1.

Article 56

The freeze of the Instruments referred to in Article 55 is to be made within 3 business days from the date of submission by the Client to the Brokerage House of all the documents referred to in Article 55 and their approval by the Brokerage House; the freeze is maintained for the period resulting from the financial pledge agreement, subject to cases provided for by law and its release by the Brokerage House takes place on the terms and conditions specified in the provisions of law.

CHAPTER 6. REPORTING TRANSACTION BY THE BROKERAGE HOUSE

Article 56A

1. Pursuant to the laws, the Brokerage House is obliged to report transactions concluded by the Clients.
2. The reporting of the transactions referred to in section 1 does not constitute a breach of professional secrecy or other legally protected secrecy.

UNIT VI. CONVERSION (SWAP) OF THE INSTRUMENTS

Article 57

1. The Client, via the Brokerage House, may place an instruction for conversion (swap) of registered shares into bearer shares or bearer shares into registered shares, provided that the issuer's bylaws allows for such a possibility.
2. The instruction referred to in section 1 is carried out within the time limit and under the conditions specified in the regulations of the company whose shares are to be converted (swapped).
3. If the instruction referred to in section 1 concerns registered shares intended to be converted into bearer shares, the Brokerage House is obliged to submit the registered shares to the Brokerage House which are to be converted into bearer shares.
4. The Brokerage House is not liable for the failure to execute the instruction referred to in section 1 at the nearest possible conversion (swap) date if the instruction was not submitted within the conversion (swap) time limit specified by the issuer of shares.
5. The provisions of sections 1 to 4 apply accordingly also to other Instruments, if they are subject to conversion (swap) from registered Instruments into bearer Instruments or from bearer Instruments into registered Instruments.

UNIT VII. SEARCHING FOR AN ENTITY INTERESTED IN CONCLUDING AN INSTRUMENT SALES AGREEMENT WITH THE CLIENT

Article 58

1. After receiving the Order from the Client, the Brokerage House, taking into account the relevant provisions of law, may, with the consent of the Client, take steps aimed at finding an entity interested in concluding an Instrument sale agreement with the Client, provided that the Client's consent:
 - 2) contains each time an indication of the Order or Orders to which it refers,
 - 3) may not apply to future Orders.
2. The activities referred to in section 1 consist in leading to execution of the Order for the Client on the best possible conditions; the Brokerage House, prior to concluding a transaction, transfers to the Client or to the Client's e-mail address, or in another manner set forth in the Brokerage Agreement, information about the best obtained bids being a response to the Order placed by the Client.
3. If, as a result of the activities taken by the Brokerage House referred to in section 2, within the period of validity of the Client's order, there has been no finding of an entity interested in concluding a sale agreement with the Client, the Brokerage House promptly provides the Client, at the Client's e-mail address or in any other manner specified in the Brokerage Agreement, with appropriate information in this respect.
4. The Client and the Brokerage House may in the Agreement or in the Order, in a different manner, pursuant to provisions of law, other than specified in sections 1 to 3, set forth principles and conditions of activities aimed at finding an entity interested in concluding an agreement for sale of the Instruments with the Client.

UNIT VIII. CONCLUDING TRANSACTIONS DIRECTLY WITH THE ORDERING PARTY

Article 59

1. The Brokerage House may execute purchase / acquisition or sale / disposal Orders of the Instruments by concluding a transaction directly with the Ordering Party on its own account.
2. The condition of providing the service referred to in section 1 is the conclusion by the Client of a separate Brokerage Agreement enabling the conclusion of transactions directly with the Client and granting consent for the execution of the Order in the manner specified in section 1.
3. The Client is also obliged to submit a statement on its financial situation and consent to the execution of the Order.

UNIT IX. MISCELLANEOUS

CHAPTER 1. CLIENT FEES AND COMMISSIONS

Article 60

1. For rendering services to the Client or for performing activities for the Client, as set forth in the Rules and Regulations, the Brokerage House charges the Client with costs or fees resulting from the Rules and Regulations, and collects fees or commissions, pursuant to the Table of Fees and Commissions, taking into account the provisions of sections 2 to 11. The Client is obliged to pay the costs, fees and commissions resulting from the incurred liabilities.
2. The Client pays the fees and commissions, in the amount specified in the Table of Fees and Commissions, to the bank account of the Brokerage House or are collected by the Brokerage House from the Client's Cash Account without the need to obtain the Client's consent each time, provided that:
 - 1) commissions on the executed Client's Order are collected from the Client's Cash Account on the transaction day, unless the Brokerage House specifies another date for collecting such commissions, which will be communicated to the Clients,
 - 2) the fees for the performance of a specific activity are charged from the Client's Cash Account before the Brokerage House performs this activity, unless the Brokerage House agrees to perform a given activity earlier,
 - 3) The Brokerage House may refuse to accept or execute the Instruction or Order of the Client until the Client settles outstanding fees and commissions.
3. The Brokerage House may introduce changes in the Table of Fees and Commissions for the following reasons:
 - 1) changes in the generally applicable provisions of law which affect the change in costs related to services provided by the Brokerage House or the Client service,
 - 2) changes in the interpretation of the provisions of the law referred to in point 1, which results from decisions of courts or resolutions, decisions, recommendations or other acts issued by the Polish Financial Supervision Authority or other competent authorities or offices,
 - 3) introduction of new services or activities resulting in the change in costs incurred by the Brokerage House,
 - 4) changes in the scope or method of brokerage services provided by the Brokerage House, resulting in the change in costs incurred by the Brokerage House,
 - 5) increase in the prices of consumer goods and services for a given month, in relation to the same month in the previous year, published by the Central Statistical Office, resulting in the change in costs incurred by the Brokerage House,
 - 6) changes in the average monthly gross remuneration in the financial and insurance activity for a given quarter in relation to the same quarter of the previous year, published by the Central Statistical Office, resulting in the change in costs incurred by the Brokerage House,
 - 7) changes in costs of services used by the Brokerage House in order to provide the Clients with services, resulting in the change in costs incurred by the Brokerage House,
 - 8) it is necessary to correct obvious clerical errors and to ensure the uniformity of the provisions of the Table of Fees and Commissions.
4. The Brokerage House has the right to introduce changes in the Table of Fees and Commissions referred to in section 3(1) to (2) and section 3(4) to (7) no later than within 12 months from the date of occurrence of the reasons for such changes.
5. The Brokerage House may reduce or resign from particular fees and commissions for an indefinite or specified period, including in the form of changes in the Table of Fees and Commissions.
6. In the case of a change in the Table of Fees and Commissions, the Brokerage House informs the Client about the content of the change within at least 14 days prior to its entry into force.
7. *(deleted)*

8. The Client may terminate the Agreement before the effective date of changes 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.
9. The information referred to in sections 6 to 7 is communicated by:
 - 1) placing it on the Website,
 - 2) sending it to the Client's e-mail address or in paper form (applies to Clients who selected such form of receiving information from the Brokerage House).
10. Within the period referred to in sections 6 to 7, the Brokerage House publishes on the Website or sends in paper form (applies to Clients who have chosen this form of receiving information from the Brokerage House) also the uniform text of the Table of Fees and Commissions, which will be binding after any changes in the Table of Fees and Commissions come into force.
11. If the Client fails to terminate the Agreement before the effective date of the amended Table of Fees and Commissions, the Client has agreed to the amended content of the Table of Fees and Commissions which in such a case, from the date of its entry into force, is binding for the Client and the Brokerage House.

CHAPTER 2. ISSUER FEES AND COMMISSIONS

Article 61

1. For rendering services to the Issuer or for performing activities for the Issuer, as set forth in the Rules and Regulations, the Brokerage House charges the Issuer with costs or fees resulting from the Agreement, and collects fees or commissions, pursuant to the Agreement for the maintenance of the deposit on the commission of the Issuer and the Rules and Regulations, taking into account the provisions of sections 2 to 3.
2. The Issuer pays the fees and commissions, in the amount specified in the Agreement for the Maintenance of the Deposit at the Commission of the Issuer, to the bank account of the Brokerage House, provided that:
 - 1) the fees and commissions for the performance of a specific activity are paid by the Issuer to the bank account of the Brokerage House prior to the Brokerage House's execution of this activity, unless the Brokerage House agrees to perform a given activity earlier,
 - 2) The Brokerage House may refuse to accept or execute the Instruction of the Issuer until the Issuer settles outstanding fees and commissions.
3. A change in the amount of fees and commissions specified in the Agreement for the Maintenance of the Deposit at the Commission of the Issuer takes place in the form of a written amending annex to this agreement concluded by the Brokerage House and the Issuer.

CHAPTER 3. COMPLAINTS OF THE PARTIES

Article 62

1. The Party, also after the termination of the Agreement, may submit the Complaint to the Brokerage House. The Brokerage House will not consider a Complaint lodged after 5 years from the date of occurrence of the event which is the subject of the Complaint or from the termination of the Agreement. The period of 5 years is calculated from the year following the date of the event or termination of the Agreement. The Brokerage House informs the Party about leaving the Complaint without considering.
2. The following examples do not constitute the Complaint within the meaning of the Rules and Regulations:
 - 1) questions regarding the product portfolio of NS,
 - 2) questions regarding the legal situation of the Party;
 - 3) requests for clarification of the actual situation of the Party.
3. The Brokerage House will only consider the following complaints:
 - 1) in written form – personally at the Branch or the Agent's branch,
 - 2) in written form – by post to the following address:
 - a) of the registered office or a branch of the Brokerage House registered in the Register of Businesses of the National Court Register,
 - b) of the registered office of the Agent of the Brokerage House registered in the Register of Entrepreneurs of the National Court Register,
 - 3) by phone at the telephone numbers of the Branch Offices, after proper identification, provided that the Party has agreed with the Brokerage House upon a password for telephone identification of the Party in the scope of services

- provided under these Rules and Regulations – this condition applies to all cases referred to in this section where reference is made to contact by telephone between the Brokerage House and the Parties.
- 4) Personally entered to the minutes during the visit of the Party at the Branch Office or a branch office of the Agent,
 - 5) in electronic form with the use of an electronic form available at www.noblesecurities.pl, after providing the e-mail address of the Client / Issuer; the effectiveness of lodging a complaint using the form will be confirmed by NS via an e-mail sent to the e-mail address of the Client / Issuer,
 - 6) sent to the Brokerage House's address for electronic deliveries, entered to the database of electronic addresses kept by the minister competent for informatisation, available on the Website under the Contact tab – as of 1 October 2022,
 - 7) in electronic form after logging in to the dedicated system, if the Brokerage House allows such a possibility.
4. In the case of doubts whether the Complaint has been submitted by the Party, the Brokerage House has the right to require additional verification of the Party's identity, in particular by calling the phone number available to the Brokerage House.
 5. The Party:
 - 1) should indicate in the Complaint its first and last name (name), Account number (if it holds the Account) and other information indicating the subject of the Complaint, as well as the position of the Party in the case covered by the Complaint,
 - 2) should attach to the Complaints originals or copies (scans) of documents concerning the subject of the Complaints, if necessary in order to clarify the relevant circumstances of the case,
 - 3) if it requests information by e-mail, it should attach a request for a reply by e-mail.
 6. In the form of a Resolution of the Management Board, the Brokerage House may adopt a model form for the submission of the Complaints in the Brokerage House. In such a case, its content will be published on the Website. The use of the above-mentioned form will be recommended by the Brokerage House in such a case, but it will not be obligatory for an effective submission of the Complaint.
 7. The complaint may also be submitted by the Party's authorised Attorney appointed by the Party for this activity in at least ordinary written form. The provisions of this Chapter apply accordingly to the Attorney. The response to the Attorney's Complaint is also communicated to the Party.
 8. At the request of the Party, if it submits the Complaint:
 - 1) personally at the Branch Office – an employee of the Brokerage House / Agent makes a copy of the Complaint and confirms the date of its receipt,
 - 2) by phone or in electronic form – the Brokerage House confirms the receipt date of the Complaint to the e-mail address of the Client / Issuer (if known to the Brokerage House) or in writing to the correspondence address of the Party.
 9. The Party should strive to ensure that the Complaint is filed immediately upon notice of the reason justifying the Complaint.
 10. The Brokerage House leaves no consideration for any Complaints that do not contain data allowing the identification of the Party.
 11. During the consideration of the Complaint, the Brokerage House may request the Party (personally, by telephone, to the e-mail address of the Client / Issuer, or any other manner specified in the Brokerage Agreement) to provide additional information, explanations or documents if:
 - 1) it is not possible to properly determine the subject or position of the Party from the content of the Complaint; or
 - 2) it is necessary for the fair consideration of the Complaint,under pain of leaving the Complaint without consideration if the Party fails to take any actions or activities enabling it to be considered.
 12. The Brokerage House promptly, not later than within 30 days from the receipt of the Complaint, gives a written reply to the Party which is communicated to the Party in paper form personally at the Branch or sent to the correspondence address of the Party indicated for the purposes of the Agreement. At the request of the Party, a reply to the Complaint may be delivered to the Client's / Issuer's e-mail address.
 13. The deadline for responding may be extended, of which the Party is informed, together with an explanation of the reason for the delay, an indication of the circumstances that must be established for the consideration of the case and the indication of a new anticipated deadline for the consideration of the Complaint and for responding, but not longer than 60 days from the receipt of the Complaint.
 14. It is sufficient to send a reply before the expiry of the deadlines referred to in sections 12 and 13.
 15. A reply to the Complaint should be formulated in a way that is accessible and understandable to the Party, and in particular include:
 - 1) decision on the subject of the Complaint,

- 2) factual and legal justification, unless the nature of the objections raised by the Party so requires,
 - 3) comprehensive information on the reported problem with an indication of relevant parts of the agreement, applicable laws and internal regulations of the Brokerage House, unless the nature of the objections raised so requires,
 - 4) indication of the person providing the answer, stating its position;
 - 5) determination of the time limit within which the claim raised in the Complaint processed in accordance with the will of the Party will be executed, no longer than 30 days from the date of drawing up the reply.
16. The Party which is not satisfied with the manner of settling the Complaint may at any time bring an action against the Brokerage House to a locally and materially competent common court. A Client who is a consumer may also request assistance from the municipal or district consumer ombudsman. A Client who is a natural person may request the Financial Ombudsman (www.rf.gov.pl) to consider the case or request to initiate proceedings for out-of-court settlement of the dispute.
17. In the case of contractual obligations resulting from agreements for the provision of services offered by the Brokerage House via the Website or other electronic means, consumers who have their place of residence in the territory of a Member State of the European Union, as well as the Brokerage House, may submit the Complaint through the ODR platform (Online Dispute Resolution), an interactive website which is one point of access for consumers and entrepreneurs seeking out-of-court settlement of the dispute: <http://ec.europa.eu/consumers/odr/>).

CHAPTER 4. LIABILITY OF THE BROKERAGE HOUSE AND THE PARTY

Article 63

1. Subject to the provisions of section 2, the Brokerage House is liable for any damage suffered by the Party as a result of non-performance or improper performance by the Brokerage House of its obligations under the Agreement or the Rules and Regulations, to the extent specified by law.
2. In relation to Clients who are not consumers within the meaning of the provisions of law, the Brokerage House is not liable for any damage suffered by the Party as a result of non-performance or improper performance of the Agreement by the Brokerage House, with the exception of damage caused intentionally. Liability for damages is limited to actual damage. The limitation of liability referred to in this section applies within the limits allowed by the law and regardless of the type or nature of the claim, including tortious claims.
3. Apart from the situations specified in the Rules and Regulations, the Brokerage House is not liable:
 - 1) for damage that has occurred as a result of the execution of the Client's Order or the Instruction of the Party in accordance with their content,
 - 2) for the lack of execution or partial execution of the Client's Order,
 - 3) for damage, costs, expenses or fees incurred by the Party resulting from the Party's failure to collect the information made available, transferred or sent by the Brokerage House to the Party in accordance with the Agreement or the Rules and Regulations,
 - 4) when the Party, within the time limit specified by legal regulations, fails to provide the Brokerage House with data necessary to prepare relevant declarations, statements, lists, tax information concerning the Party,
 - 5) for non-performance or improper performance of an obligation in a situation where the Party failed to pay any fees and commissions due to the Brokerage House,
 - 6) for the damage that occurred in the case when the Brokerage House:
 - a) terminates the Agreement with the Party with immediate effect without notice,
 - b) refuses to accept the Client's Order or the Instruction of the Party in connection with the violation by the Party of the Rules and Regulations or the Agreement concluded with the Brokerage House.
4. The Party is liable for damage incurred by the Brokerage House as a result of non-performance or improper performance of the obligations incumbent on the Party in accordance with the Agreement and the Rules and Regulations, to the extent specified by law.
5. In the event of non-performance or improper performance of the obligations incumbent on the Party, the Brokerage House immediately calls the Party to take action to bring them in line with the Agreement and the Rules and Regulations. If the Party fails to comply with the call within the time limit specified therein, the Brokerage House may take all reasonable actions aimed at securing and satisfying its claims against the Party. In particular, the Brokerage House may take a case to court.
6. In justified cases, in particular when there is a risk of incurring an irreparable loss, the Brokerage House may undertake lawful actions aimed at securing its claim, even before calling the Party, as referred to in section 5.

7. In special cases, the Brokerage House may request the Client to establish – accepted by the Brokerage House – collateral of the Brokerage House’s claims (including future claims) towards the Client prior to the execution of a specific transaction.
8. The Agreement or any other agreement concluded with the Party may specify the specific mode and conditions of securing the interests of the Brokerage House and the procedure in case the Parties fail to comply with the accepted obligations.
9. If a Party breaches any material obligations under the Agreement or the Rules and Regulations, the Brokerage House may suspend performance of the Agreement.

CHAPTER 5. PROCEDURE, TIME LIMITS AND CONDITIONS FOR CHANGES IN THE RULES AND REGULATIONS

Article 64

1. The Brokerage House may introduce changes in the Rules and Regulations for the following reasons:
 - 1) changes in the generally applicable provisions of law which affect the services provided by the Brokerage House, resulting in the necessity to change the Rules and Regulations in the scope resulting from these changes,
 - 2) changes in the interpretation of the provisions of law referred to in point 1, resulting from decisions of courts or resolutions, decisions, recommendations or other acts issued by the Polish Financial Supervision Authority or other competent authorities, having impact on the services provided by the Brokerage House, resulting in the necessity to change the Rules and Regulations in the scope resulting from those decisions or recommendations,
 - 3) changes in the scope or method of services provided by the Brokerage House,
 - 4) necessity to correct obvious clerical errors and to ensure the uniformity of the provisions of the Rules and Regulations, in a manner not changing the essence of these provisions.
2. If the Rules and Regulations are amended, the Brokerage House notifies the Party about the content of the amendment within a period that allows the Party to terminate the Agreement upon observing a notice period, and the Agreement to be terminated before the effective date of the amendment.
3. *(deleted)*
4. The information referred to in section 2 is communicated by:
 - 1) placing it on the Website,
 - 2) sending it to the Party's e-mail address or sending it in paper form to the address (applies to the Parties who have selected such form of receiving information from the Brokerage House).
5. *(deleted)*
6. The Brokerage House, within the period referred to in section 2, publishes on the Website or sends in paper form (applies to the Parties who have selected this form of receiving information from the Brokerage House), apart from information referred to in section 2, also the uniform text of the Rules and Regulation, which will be binding after the entry into force of changes in the Rules and Regulations.
7. If the Party does not terminate the Agreement in the situation referred to in section 2, it shall mean that it agrees to the amended Rules and Regulations, which, in such a case, shall be binding on the Party and the Brokerage House as of the effective date.

CHAPTER 6. MISCELLANEOUS

Article 65

1. Subject to the exceptions provided for in the provisions of law and the Brokerage Agreement, correspondence between the Brokerage House and the Party is conducted in electronic form to the e-mail address of the Client / Issuer, unless the Client or the Issuer has not provided an e-mail address.
2. At the request of the Party, correspondence may be made in paper form. The amount of fees related to this is specified in the Table of Fees and Commissions.
3. The Brokerage House reserves the right to send a paper-based correspondence to the Party.

Article 66

The Brokerage House reserves the right to contact the Party via phone numbers and e-mail addresses of the Client / Issuer held by the Brokerage House.

Article 67

1. The Brokerage House provides the Client with whom it has concluded the Brokerage Agreement or the Agreement for the Maintenance of the Deposit at the Commission of the Client, using a durable medium:
 - 1) once a quarter – a statement of cash and the Client's Instruments, including in particular the type, name and number of the Instruments or the amount of cash, as at the end of the period,
 - 2) at least once a year – information concerning the costs and fees incurred by the Client in the Brokerage House.
2. Notices and reports related to the implementation of the Agreement are available in the branches offices of the Brokerage House, unless otherwise stipulated in the Rules and Regulations or the provisions of law.