

**AGREEMENT  
ON ACCEPTING, TRANSMITTING AND EXECUTING ORDERS TO PURCHASE OR SELL  
FINANCIAL INSTRUMENTS AND ON MAINTAINING A SECURITIES ACCOUNT, REGISTER AND  
CASH ACCOUNT**

Hereinafter referred to as the "Agreement", executed on the \_\_\_/\_\_\_\_\_/\_\_\_ by and between

**Bank Handlowy w Warszawie S.A.** operating through a separate organizational unit being a brokerage house – **the Brokerage Department of Bank Handlowy** with its registered office in Warsaw, ul. Senatorska 16 registered under the registration number KRS 0000001538 at the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register, Tax Identification Number NIP: 526-030-02-91, the share capital and paid up capital: PLN 522.638.400, represented herein by: .....

hereinafter referred to as '**DMBH**'

and

Ms./Mr.

date and place of birth:

country of birth

mother's first name/father's first name (*for a non-resident*)

nationality:

address of residence

address for correspondence

type and number of ID document:

Personal identification number PESEL or the code of the ID document issuing country: Tax Office for the place of residence

NIP / TIN in the country of residence (*for a non-resident*)

telephone number

email address

holding in Bank Handlowy w Warszawie S.A. (the 'Bank') a bank account (the '**Bank Account**')

number: \_\_\_\_\_ .....

hereinafter referred to as the '**Investor**'.

DMBH and the Investor are jointly referred to as the '**Parties**' and individually: the '**Party**'.

**§ 1**

1. DMBH shall open and maintain:
  - 1) the securities account and Register number: 10 \_ \_ \_ \_ \_
  - 2) the cash account number: \_ \_ 1030 1999 9000 0300 \_ \_ \_ \_ \_ ,
2. DMBH reserves the right to change the account numbers referred to in clause 1 upon prior written notice of a new account number to the Investor.
3. The cash account shall be maintained in the Polish zloty (PLN), subject to the provisions of clause 4 below.
4. On the basis of the Investor's Instruction, DMBH shall open and maintain a cash account also in currencies other than PLN, communicated to the Investors in the manner indicated in the Terms and Conditions - appropriate for the provision of information of a general nature.
5. On the terms set out in the Terms and Conditions, DMBH shall provide foreign exchange services.

**§ 2**

1. DMBH shall:
  - 1) execute, on its own behalf but for the account of the ordering Investor, orders to purchase or sell financial instruments,
  - 2) accept and transmit orders to purchase or sell financial instruments, placed by the Investor:
    - a) to another entity, including the issuer of a financial instrument, the issuer of a financial instrument or offering such an instrument for the purpose of their execution, or
    - b) by associating the Investor with another entity or entities in order to conclude a transaction between these entities on the basis of orders placed by the Investor.
2. When placing an order or instructions in a form requiring a signature, the Investor shall use the signature, the specimen of which shall be the signature affixed under the Agreement or a qualified electronic signature.
3. To the extent not regulated in separate agreements with the Investor, DMBH shall accept and transmit orders to purchase or sell financial instruments other than securities, in particular private market instruments and shares in mutual investment institutions, as well as, if it is necessary to accept or transmit the above-mentioned orders, maintain an account or records for such instruments.
4. The Investor hereby grants DMBH general consent to conclude transactions outside organized trading for the account of the Investor. An over-the-counter transaction is concluded by DMBH on the basis of and in accordance with the terms and conditions set out in the Investor's order. DMBH and the Investor may separately agree on detailed terms and conditions for concluding such a transaction.

**§ 3**

1. The Terms and Conditions of Accepting and Transmitting and Executing by the Brokerage Department of Bank Handlowy Orders to Purchase or Sell Financial Instruments and on Maintaining Securities Accounts, Registers and Cash Accounts (the 'Terms and Conditions') and the Table of DMBH's Fees and Commissions (hereinafter referred to as the 'Table') shall constitute an integral part of the Agreement. The Investor shall pay the fees and commissions specified in the Table or the Terms and Conditions.
2. In the event of an inconsistency between the provisions of the Agreement and the provisions of the Terms and Conditions, the provisions of the Agreement shall prevail.
3. Any amendments to the Terms and Conditions and the Table shall be made in accordance with the procedure provided for in the Terms and Conditions and shall not require amendment or termination of the Agreement.

specimen for an individual holding an account with the Bank;

4. Any terms that are not defined but are capitalized in this Agreement shall have the meaning ascribed to them in the Terms and Conditions.

#### § 4

1. On the basis of the provisions of the Terms and Conditions, DMBH shall accept orders and instructions from the Investor by telephone and electronic data carriers referred to in the Agreement as the DMBH Online Service ('DOS') or other technical devices.
2. The text of the identification password shall be specified in Appendix No. 1 to the Agreement. The password may be changed after concluding the Agreement in accordance with and in the manner set out in clause 3. The manner of Investor identification shall be specified in the Terms and Conditions.
3. The password may be changed at any time, at the request of either Party. The change shall become effective once the text of the password has been established with DMBH in the form appropriate for placing orders or instructions.
4. The Parties shall keep the agreed password confidential and shall not share the password with third parties.
5. In order to use the DOS, it must be activated on the basis of the instruction submitted to this effect in the manner appropriate for placing orders.

#### Deferred Payment § 5

1. The limit of the Investor's liabilities ensuing from the purchase of financial instruments:
  - 1) paid in 30% of their value and without security for the remaining part of the value of the order and the expected commission, shall be PLN .....,
  - 2) without security and coverage on the cash account, shall be PLN .....,
  - 3) without coverage, but with full security, shall be PLN .....
2. The Investor shall pay for the purchased financial instruments in accordance with clause 1 no later than on the transaction settlement date if the subject-matter of the transaction was the purchase of these financial instruments. The procedure to be followed by DMBH in the event of failure to pay within the above time limit shall be set out in the Terms and Conditions.
3. DMBH reserves the right, without the Investor's separate instruction, to:
  - 1) differentiate (in particular to increase) the amount of financial coverage and/or reduce the limits referred to in clause 1 in the following cases: low liquidity, high price volatility of financial instruments or risk to trading participants and according to the criteria set out in the Terms and Conditions;
  - 2) change the size of the limit, including the reduction of the limits referred to in clause 1, in the cases specified in the Terms and Conditions;

DMBH shall inform the Investor about the change of the limit or financial coverage in the form specified in the Terms and Conditions. Such a change shall not constitute an amendment to the Agreement.

4. The amount of the Investor's liabilities under the deferred payment procedure referred to in clause 1 shall be defined as the sum of the value of the Investor's unpaid orders together with the commission.
5. The Investor shall not place, and DMBH shall not execute, the Investor's orders if this could result in exceeding the limits referred to in clause 1.
6. A change in the limits referred to in clause 1 may be made by DMBH in the manner specified above or in the Terms and Conditions, or by the Investor with the consent of DMBH in the manner specified in Article 4 clause 1 of the Agreement. Such a change shall not constitute an amendment to the Agreement.

#### § 6

specimen for an individual holding an account with the Bank;

1. DMBH, without separate instructions of the Investor, shall immediately transfer, after the settlement of the trading session and the final settlements and clearings on the Investment Account, all funds that are not blocked to the Bank Account. The foregoing provisions shall not apply in the following situations:
  - 1) transfer of funds in order to pay for a subscription in a public offering or to meet other financial obligations of the Investor fulfilled through DMBH,
  - 2) repayment of loans and credits taken for the purchase of financial instruments,
  - 3) in other cases dedined ib the and Conditions.
2. For the avoidance of doubt, transfers of funds to the Bank Account shall apply to allthe Investor's funds, including funds that the Investor has previously deposited into DMBH without the intermediary of the Bank and funds resulting from the settlement of transactions executed under orders placed with DMBH.

#### Final Provisions

##### § 7

1. Disputes arising from this Agreement shall be resolved by a common court having jurisdiction over the registered office of DMBH. The foregoing provisions shall not apply if the Investor is a consumer within the meaning of relevant regulations.
2. This Agreement shall be governed by the Polish law.

##### § 8

1. This Agreement has been entered into for an indefinite term.
2. Any amendments or additions to the Agreement require the written consent of both Parties to be valid subject to Article 4 clause 3, Article 5 clause 3 and 6 of the Agreement and the cases provided for in the Terms and Conditions.
3. Appendices to the Agreement shall constitute an integral part of the Agreement, however, their amendment shall not require termination of the Agreement, but must be in writing otherwise they shall be null and void. This requirement shall not apply to the amendment of Appendices Nos. 2, 3 and 4 - in the scope of consent to receive commercial information - in these cases the Investor may declare its intent in the form appropriate for placing orders or instructions.
4. A change in the Investor's data made in connection with the provision of banking services by Bank Handlowy w Warszawie S.A. (the 'Bank'), accepted by the Bank and submitted to DMBH, shall be considered by DMBH as a change in the Investor's data in DMBH for the purposes of the Agreement. The change of data shall become effective in DMBH from the next business day after receipt of the information from the Bank. A request for change of data submitted to DMBH shall be transmitted to the Bank and shall result in the change of the Investor's data in the Bank.
5. The rules, procedure and terms of cancellation, termination and expiry of the Agreement shall be set out in the Terms and Conditions.
6. This Agreement shall be governed by the Polish law.
7. This Agreement is executed in two counterparts.

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*List of Appendices:*

**Appendix No. 1: Power of Attorney**

**Appendix No. 2: Definition of Identification Password**

**Appendix No. 3: Indication of the Form of Providing Information**

**Appendix No. 4: Investor's Declaration**

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**INVESTOR**

*(This signature is the specimen signature of the Investor)*

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**DMBH**

*(stamp and signature)*

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**DECLARATION FOR NON-POLISH SPEAKERS**

In connection with my intent to conclude the Agreement in the Polish language, I hereby declare that before concluding it, I have read the English translation, which is clear to me, of the Agreement, Terms and Conditions and all other information related to the provision of brokerage services by DMBH. I declare that I understand and accept the provisions of the above-mentioned documents.

I acknowledge that the Agreement will be executed in the Polish language and that in relationship with DMBH only Polish language documents are legally binding.

I declare that before signing the Agreement, I have read and understood the English translation of the Agreement, Terms and Conditions and all other information related to the provision of brokerage services by DMBH. I declare that I understand and accept the provisions of the above-mentioned documents. I acknowledge that the Agreement will be executed in the Polish language and that in relationship with DMBH only Polish language documents are legally binding.

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Signature of the Investor

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**Schedule No. 1: Power of Attorney to the Agreement on Accepting, Transmitting and Executing Orders to Purchase or Sell Financial Instruments and on Maintaining a Securities Account, Register and Cash Account.**

.....  
(Investor's first name and last name) (date)

.....

**POWER OF ATTORNEY**

I hereby grant an irrevocable power of attorney to DMBH to:

1. Sell the Investor's financial instruments at the choice of DMBH in the cases and on the terms specified in the Terms and Conditions and to debit the Investor's cash account in order to cover DMBH claims;
2. Deduct fees and commissions due to DMBH from the Investor's cash account;
3. Collect funds from the Bank Account to cover orders to purchase financial instruments placed for the account of the Investor and to cover other Investor's liabilities to DMBH or handled through DMBH, in particular to cover fees and commissions due to DMBH;
4. Place, accept and transmit, modify and revoke on behalf of the Investor subscriptions for financial instruments in a public offering, invitation for bids to sell or in other events of a similar nature, subscriptions and/or orders in response to a tender offer for the sale or exchange of shares and other declarations of intent related to the placement of a subscription order or its cancellation - on the basis of the Investor's order or instruction.
5. Satisfy DMBH's claims to the Investor from accounts other than the cash account referred to in the Agreement, the Investor's cash accounts with DMBH and from the Client's other assets registered, held or deposited in the Client's other accounts or registers in DMBH.

DMBH may act as the other party to legal transactions that it concludes in the name of the Investor. DMBH acts as the attorney through its employees and may also appoint further representatives.

For reasons resulting from the content of the legal relationship between the Investor and DMBH, this Power of Attorney to the extent specified in items 1) - 3) and clause 5 shall remain in force until DMBH's claims related to the Agreement are satisfied, including in the event of the Investor's death or the expiry or termination of the Agreement. The Power of Attorney expires upon satisfaction of DMBH's claims.

\_\_\_\_\_  
Investor

specimen for an individual holding an account with the Bank; [3]

**Schedule No. 2** to the Agreement on Accepting, Transmitting and Executing Orders to Purchase or Sell Financial Instruments and on Maintaining a Securities Account, Register and Cash Account.

**DEFINITION OF IDENTIFICATION**

**PASSWORD**

.....  
(Investor's first name and last name)

(date)

.....  
(account number for financial instruments)

**Password for placing orders and instructions via telephone:**  
(at least 3 characters and no more than 10 characters: only printed letters and numbers)

**Password for opening attachments with correspondence sent by DMBH electronically**

**Account name for login (login name)**

**Envelope number with the start password**

\_\_\_\_\_  
Investor

specimen for an individual holding an account with the Bank: [3]

**Schedule No. 3** *to the Agreement on Accepting, Transmitting and Executing Orders to Purchase or Sell Financial Instruments and on Maintaining a Securities Account, Register and Cash Account.*

**INDICATION OF THE FORM OF PROVIDING INFORMATION OF AN INDIVIDUAL NATURE AND A GENERAL NATURE**

.....  
(Investor's first name and last name)

(date)

.....  
(account number for financial instruments)

In connection with the performance of the Agreement and for the needs of providing brokerage services by DMBH, I hereby kindly request that the information be delivered to me as follows:

1. Information of an individual nature -such as, among other things, notifications about the conclusion of a transaction, quarterly and annual account statements containing the balance and history of the Investor's account – excluding correspondence that DMBH is required to provide to the Client in a specific form under applicable law (such as PIT-8c) - is delivered by DMBH electronically unless the Investor requests that it be delivered in writing.

With regard to the above: *[please, choose the answer]*

- a) DMBH informs you that the information will be transmitted via email to the Primary Electronic Mail Address indicated by the Investor, and if the size of the file makes it impossible to provide information via email, DMBH provides the information in another electronic format that is a durable medium in the form of: a CD, DVD, pendrive or other durable media with equivalent functionality
  - b) please, send the information indicated above in writing to my last address for correspondence known to DMBH
2. **Information of a general nature, including KID Documents** *[please, choose the answer]:*
    - a) via DMBH's website - <https://www.citibank.pl/biuro-maklerskie/>;
    - b) I do not agree to the transmission of information of a general nature via the website. In this case, the information is available in writing by posting it in the DMBH PUM and, at the request of the Investor, by telephone or other data transmission devices, and in the case of a KID Document in the manner referred to in item 1.
  3. In the case of selecting the option a) in items 1 - 2 above - at the same time I declare that having a choice between paper and electronic form (including the presentation of information via the website in accordance with item 2 a) I choose the electronic form and I have a regular access to the Internet.

\_\_\_\_\_  
Investor



**Schedule No. 4** to the Agreement on Accepting, Transmitting and Executing Orders to Purchase or Sell Financial Instruments and on Maintaining a Securities Account, Register and Cash Account.

**INVESTOR'S REPRESENTATIONS**

.....  
(Investor's first name and last name)

.....  
(date)

.....  
(account number for financial instruments)

in connection with the conclusion of the Agreement on Accepting, Transmitting and Executing Orders to Purchase or Sell Financial Instruments and on Maintaining a Securities Account, Register and Cash Account.

*I. Declaration of Receipt and Acknowledgement of Documents Before Concluding the Agreement*

*I declare that I have read the following documents presented by DMBH before concluding the Agreement:*

- 1) The Terms and Conditions, the Table of DMBH Fees and Commissions and the Information on Investor Classification,
- 2) Detailed information on DMBH and brokerage services provided under the Agreement On Accepting, Transmitting and Executing Orders to Purchase or Sell Financial Instruments and on Maintaining a Securities Account, Register and Cash Account.,
- 3) The Policy of best order execution and acting in the best interest of the Client of the Brokerage Department of Bank Handlowy,
- 4) The information on Ex-ante charges,
- 5) The general information on counteracting conflicts of interest in DMBH,
- 6) The information on personal data processing by DMBH,  
**and I understand and accept their contents.**

I declare that I have read the 'General Description of the Nature of Financial Instruments and the Risks of Investing in Financial Instruments' and have been informed by DMBH that investing in financial instruments:

- 1) is burdened with increased investment risk, which may result in a financial loss, including the loss of invested capital or the need to incur additional costs,
- 2) it is not a bank deposit or placement, is not guaranteed by the Bank Guarantee Fund, and the outcome of my investment decisions is in no way guaranteed or secured by DMBH,
- 3) does not constitute a liability of DMBH to the Investor under a given financial instrument.

*II. Declaration on the general financial situation and investment decisions*

I declare herein that:

- 1) my financial situation allows me to conclude transactions in financial instruments and to perform all obligations under the Agreement timely and duly.
- 2) my financial condition guarantees the repayment of my liabilities to DMBH resulting from the execution of orders with a deferred payment date,
- 3) I make all investment decisions related to the purchase or sale of financial instruments at my own risk, and DMBH only executes or transmits for execution orders placed on the basis of investment decisions made by me.

*III. Declaration on legal capacity and data correctness*

I declare herein that:

- 1) I have full legal capacity and
- 2) any and all information disclosed to DMBH is complete and true.

*IV. Consent to Transfer Data Subject to Professional Secrecy*

I hereby give my consent to the transfer by DMBH of my data indicated during the conclusion and performance of the Agreement, constituting professional secrecy, to entities belonging to the Citi capital group and entities providing services in the area of information technology or in the field of maintaining business continuity of the Bank's IT systems, to the extent necessary for the proper performance of the Agreement ('Entities'). Entities are authorized to receive my data; a list of Entities is available on DMBH's website (<https://www.citibank.pl/biuro-maklerskie>).

*V. Client's Consent for Receiving Commercial Information*

At the same time I authorize / do not authorize DMBH to send me, also by means of electronic communication, within the meaning of the Act of 18 July 2002 on the Provision of Electronic Services (Journal of Laws of 2017 item 1219) information regarding the products and services offered by DMBH. I hereby confirm I have been informed of the possibility to withdraw my consent and that the consent is voluntary.

*VI. Transfer of Information within the Bank*

I accept the fact that DMBH provides to other entities of Bank Handlowy w Warszawie S.A. (the 'Bank') information about the status of the Investment Account and the Register, the execution of orders and the Investor's instructions and about all transactions executed by DMBH on the basis of orders and instructions placed by the Investor for the purposes of: providing the Investor with information in the above-mentioned scope and making settlements between the Bank and DMBH, performing activities resulting from the obligation to counteract money laundering and terrorist financing, and in other necessary situations, in connection with the services provided to the Investor by DMBH acting as a separate organizational unit of the Bank.

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Investor

\*delete as appropriate