

AGREEMENT

ON EXECUTING ORDERS TO PURCHASE OR SELL DERIVATIVES AND ON MAINTAINING A DERIVATIVES ACCOUNT 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

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 no,

email address

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

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

§ 1

1. DMBH shall execute, on its own behalf but for the account of the Investor placing the order, orders to purchase or sell derivatives on the domestic regulated market, in the territory of the Republic of Poland.
2. DMBH shall open and maintain a derivatives account to record the derivatives, account number.....
3. DMBH reserves the right to change the account number referred to in clause 2 upon prior written notice of a new account number to the Investor.
4. When placing an order, the Investor shall use the signature, the specimen of which shall be the signature affixed under the Agreement or a qualified electronic signature.

§ 2

Detailed rules for the performance of this Agreement and the rights and obligations of the Parties shall be governed by the provisions of the 'Terms and Conditions of the Execution by the Brokerage Department of Bank Handlowy of Orders to Purchase or Sell Derivatives and the Opening and Maintenance of Derivatives Accounts and Cash Accounts' (the 'Terms and Conditions') constituting an integral part of the Agreement. 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

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 password shall be defined in the 'Agreement on Accepting and Transmitting and Executing Orders to Purchase or Sell Financial Instruments and on Maintaining a Securities Account, Register and Cash Account' ('Brokerage Agreement').
3. The change of the Identification password by the Investor in the Brokerage Agreement shall be considered as the change of the identification password to the Agreement.
4. 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.
5. In accordance with the procedure specified in the Brokerage Agreement, the Investor shall indicate the form (manner) of providing information by DMBH using a durable medium or make a change in this respect.

§ 4

1. The limit of open derivatives positions in each open portfolio shall be 20.
2. DMBH reserves the right to partially execute or not to execute the Investor's order resulting in exceeding the limit referred to in clause 1 or in the event of exceeding the limits specified in the Terms and Conditions. In this case, the Investor shall have no claim for such an acceptance and execution of the order or partial execution thereof.
3. The limits may be changed by DMBH at the request of the Investor submitted in the form appropriate for placing orders or without a separate request from the Investor, on the terms set out in the Terms and Conditions. Such a change of the limit shall not constitute an amendment to the Agreement.
4. DMBH shall inform the Investor of the change of the limit or of the rejection of the request referred to in clause 3 above, in the manner appropriate for placing orders.

§ 5

1. The Investor shall
 - 1) place the initial margin ('IM') in the amount determined by the DMBH, on the basis of the rules set out in the Terms and Conditions,
 - 2) control the number of positions held and maintain the initial margin ('IM') in an amount not lower than the minimum amount of the IM specified by DMBH in accordance with the rules set out in the Terms and Conditions,
 - 3) replenish the IM to the amount specified by DMBH, in the event of a decrease in the value of the IM below the minimum amount of the IM specified by DMBH in accordance with the rules set out in the Terms and Conditions.

2. DMBH reserves the right to change the amount of the IM and the minimum amount of the IM in accordance with the rules specified in the Terms and Conditions, of which it informs the Investor in the manner specified in the Terms and Conditions.
3. DMBH shall submit a request to replenish the IM, as well as inform the Investor of the necessity to meet the obligation arising from the position taken in derivatives, during DMBH's working hours, immediately after making daily and final settlements with the Investor, providing the information to the Investor in the manner appropriate for placing orders, in particular by telephone at the contact telephone number held by DMBH or by email to the address indicated in the Agreement.

§ 6

1. This Agreement has been entered into for an indefinite term.
2. The rules, procedure and terms of cancellation, termination and expiry of the Agreement shall be set out in the Terms and Conditions.

§ 7

1. Any amendments or additions to the Agreement require the written consent of both Parties to be valid, subject to the provisions of clause 2 below, Article 3 clause 3, Article 4 clause 5 of the Agreement, and the cases envisaged in the Terms and Conditions.
2. 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 and 3 - 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.
3. 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.

§ 8

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.

§ 9

This Agreement is executed in two counterparts.

List of Appendices:

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| Appendix No. 1: | <i>Power of Attorney</i> |
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| Appendix No. 3: | <i>Investor's Declaration</i> |

INVESTOR

DMBH

[This signature is the specimen signature of the Investor]

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 on the basis of the documentation drawn up in the Polish language, which is 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.

Signature of the Investor

read only

Schedule No. 1: Power of Attorney to the Agreement on Executing Orders to Purchase or Sell Derivatives and on Opening and Maintaining a Derivatives Account 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. replenish the margin with the Investor's funds on the Investor's cash account held at DMBH,
2. closing the Investor's open positions in the cases specified in the Terms and Conditions, in particular in the event of the Investor's failure to meet its obligations related to trading in derivatives,
3. 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,
4. deduct fees and commissions due to DMBH from the Investor's cash account,
5. collect funds from the bank account held at Bank Handlowy w Warszawie S.A. (the 'Bank') to cover orders to purchase financial instruments placed for the Investor's account and to cover other Investor's liabilities to DMBH or executed through DMBH, in particular to cover fees and commissions due to DMBH or to replenish the margin,
6. 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 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) - 6) 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

Schedule No. 2 to the Agreement on Executing Orders to Purchase or Sell Derivatives and on Opening and Maintaining a Derivatives Account 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 (e.g. PIT-8c) - DMBH shall provide electronically unless the Client requests it in writing.

In connection with 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. 3 to the Agreement on Executing Orders to Purchase or Sell Derivatives and on Opening and Maintaining a Derivatives Account 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 Executing Orders to Purchase or Sell Derivatives and on Opening and Maintaining a Derivatives Account and Cash Account

I. Declaration on holding the Client Identification Code (“NKK”)

I declare herein that:

- 1) I do not have a NKK Client Classification Number assigned by KDPW CCP,
- 2) I hold the following NKK _____

II. 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) The 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.

III. 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.

IV. 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.

V. 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>).

VI. 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.

VII. 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, 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.

Investor

*delete as appropriate