REGULATIONS

for execution by the Brokerage Department of Bank Handlowy (DMBH) of orders to buy or sell derivatives and maintenance of derivatives accounts and cash accounts

and

all other information related to the provision of brokerage services by DMBH

Brokerage Office
citi handlowy

Dear Sir/Madam,

Thank you for your interest in the brokerage services of the Brokerage Department of Bank Handlowy ("DMBH").

To learn more about the brokerage services relating to:

execution by DMBH of orders to buy or sell derivatives and maintenance of derivatives accounts and cash accounts

Please read the information provided in this document carefully in order to learn the principles and methods of providing brokerage services by DMBH and information on financial instruments and risks associated with investing in these financial instruments.

Yours faithfully,

The Brokerage Department of Bank Handlowy

Contents:

DETAILS OF THE BROKERAGE DEPARTMENT OF BANK HANDLOWY AND BROKERAGE SERVICES

DETAILS OF THE BROKERAGE DEPARTMENT OF BANK HANDLOWY AND BROKERAGE SERVICES

NAME OF THE INVESTMENT FIRM

Bank Handlowy w Warszawie S.A.

operating through a separate organizational unit being a brokerage office – *Departament Maklerski Banku Handlowego* [*Brokerage Department of Bank Handlowy*].

SHORT NAME

DMBH

PARENT COMPANY

Citibank Europe PLC with its registered office in Dublin, Ireland

GROUP

Citi

REGISTERED OFFICE AND ADDRESS

ul. Senatorska 16, 00-923 Warszawa [*Warsaw*]

CONTACT DETAILS

Phone number	(+48) 22 690 39 44
Fax	(+48) 22 690 39 43
Call Center	(+48) 22 690 11 11
Email	dmbh@citi.com
Website address	https://www.citibank.pl/biuro-maklerskie

LANGUAGES FOR CONTACTING DMBH AND IN WHICH INFORMATION IS PROVIDED AND DOCUMENTS ARE DRAWN UP

Type of activity or documentation	Language
Customer service	Polish, English
Agreement and Regulations	Polish, translation into English
Documents used before the Agreement is signed	Polish, translation into English
Communication, transfer of information of individual nature	Polish
General information	Polish

KID [*Key Information Document*]	Polish – *In case the KID is prepared in a language other than Polish; retail Clients are not allowed to conclude transactions in such financial instruments* or English – *for Clients who have submitted an English language proficiency statement*

CHANNELS FOR COMMUNICATION WITH DMBH, INCLUDING FOR TRANSMISSION OF ORDERS AND INSTRUCTIONS

Channels for communication with the Client:

– in person: DMBH Brokerage Services Points ("PUMs") or outside the premises of DMBH or PUMs, if such procedure is provided for in the applicable Regulations,

– by telephone: +48 22 690 1111,

– electronically: email; address: dmbh@citi.com

Order submission channels:

– in person: DMBH Brokerage Service Points,

– by telephone: Call Center,

– Online:
- Polish market: https://online.dmbh.pl [ePromak+],
- foreign markets: https://web.citifxstocks.pl [Trading Platform]

LIST OF DMBH BROKERAGE SERVICE POINTS

Brokerage Service Point [*PUM*]	ADDRESS		
	POSTAL CODE	CITY/TOWN	STREET
PUM GDAŃSK	80-244	Gdańsk	Grunwaldzka 103A
PUM KATOWICE	40-202	Katowice	Roździeńskiego 1A
PUM KRAKÓW	30-308	Cracow	Kilińskiego 2
PUM ŁÓDŹ	91-062	Łódź	Ogrodowa 8
PUM POZNAŃ	60-829	Poznań	Roosevelta 22
PUM SZCZECIN	71-612	Szczecin	Malczewskiego 26
PUM WARSZAWA	00-923	Warsaw	Senatorska 16
PUM WARSZAWA	00-133	Warsaw	Al. Jana Pawła II 22
PUM WROCŁAW	50-019	Wrocław	Piłsudskiego 69

The list of DMBH PUMs is available on the DMBH website: https://www.citibank.pl/biuro-maklerskie

COMMUNICATION REGISTRATION NOTICE

Please be advised that DMBH communications with a Client or prospective Client ("Client") are recorded, in particular telephone conversations are taped and electronic correspondence, including SMS/MMS, is saved. A copy of the recording of telephone conversations or meeting or of correspondence with the Client may be provided upon the Client's request for a period of five years or, where requested by the PFSA [KNF], for a period of up to seven years. The fee for a copy of such recording or correspondence is as per the Table of Fees and Commissions.

METHODS FOR PROVIDING A KEY INFORMATION DOCUMENT ("KID") CONTAINING INFORMATION ON A FINANCIAL INSTRUMENT

[For PRIP financial instruments within the meaning of Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs)]
Valid KIDs for PRIP financial instruments are available:

- *offering financial instruments*

  Before submitting a subscription/offer for a financial instrument
- *accepting and transmitting orders*

  Before submitting a subscription/offer for a financial instrument
- *executing orders in a domestic (organized) market:*
  a) on the DMBH website: www.citibank.pl/biuro-maklerskie;
  b) in the internet system EPromak+
  c) for derivativeson on the KID repository website: www.gpw.com;
- *executing orders in foreign markets:*
  a) on the DMBH website: www.citibank.pl/biuro-maklerskie;
  b) on the Trading Platform: https://web.citifxstocks.pl;
- The Client has the right to request a free paper copy of the KID from DMBH.

AUTHORITY ISSUING THE BUSINESS LICENSE

DMBH conducts a brokerage activity on the basis of authorization obtained from the Polish Financial Supervision Authority:
KNF decision DIF-DIFZL.403.1.2020 of 3 December 2021
Address of the Polish Financial Supervision Authority (Komisja Nadzoru Finansowego): **ul. Piękna 20, 00-549 Warsaw.**

DETAILED RULES FOR PROVIDING THE SERVICES SPECIFIED IN THE AGREEMENT

Are set out by the applicable:

- Regulations for acceptance and transmission as well as execution by DMBH of orders to buy or sell financial instruments and for maintenance of securities accounts, registers and cash accounts;
- Regulations for acceptance and transmission as well as execution by DMBH of orders to buy or sell foreign financial instruments and for maintenance of registers and cash accounts;
- Regulations for execution by DMBH of orders to buy or sell derivatives and for maintenance of derivatives accounts and cash accounts;
  hereinafter each referred to as "Regulations."

ACTING THROUGH AN AGENT

Not applicable; No agreements to act as an agent for an investment firm has been concluded.

TIME LIMITS, SCOPE AND FREQUENCY OF REPORTS ON THE SERVICES PROVIDED BY DMBH

Are set out by the applicable Regulations.

RULES FOR FILING AND HANDLING COMPLAINTS

The Client may file a complaint:

- in writing:
  a) in person at a PUM, during the PUM's business hours or,
  b) by mail to the address of DMBH's registered office, or
  c) by sending it to the electronic delivery address (e-delivery): AE:PL-51087-16873-WFBWS-31.

As the Brokerage Department is a separate organizational unit of Bank Handlowy w Warszawie S.A., the address indicated above is the address of Bank Handlowy w Warszawie S.A. In order to improve communication, if communication is sent via an electronic delivery address, it should be indicated that the correspondence is for the Brokerage Department of Bank Handlowy.

- orally:
  a) by telephone at DMBH's telephone numbers, or
  b) in person for the record during the Client's visit to a PUM, during the PUM's business hours.
- electronically – by email to DMBH's email address.

The Client may file a complaint through a representative authorized under a power of attorney granted in writing with a notarized signature or granted under a notarial deed or granted by the Investor at a PUM.

If claims of a Client who is a consumer are not accepted, the dispute between such Client and DMBH may be resolved through out-of-court dispute resolution proceedings conducted by the Financial Ombudsman. The Financial Ombudsman conducts the proceedings at the request of the client served by DMBH. DMBH's participation in such proceedings is mandatory. Details of the Financial Ombudsman are available on the website https://rf.gov.pl and on the website of DMBH.

The detailed procedure and rules for filing complaints are specified by the Regulations.

COSTS AND FEES RELATED TO BROKERAGE SERVICES PROVIDED UNDER THE REGULATIONS AND OTHER FEES, COMMISSIONS AND NON-MONETARY BENEFITS ACCEPTED OR TRANSFERRED IN CONNECTION WITH THE PROVISION OF BROKERAGE SERVICES ("INCENTIVES")

All costs and fees charged to the Client in connection with a service provided to the Client by DMBH are specified in the DMBH Table of Fees and Commissions.

In particular, DMBH discloses: one-time fees, ongoing fees related to the provision of services, brokerage commissions, subscription and redemption fees paid to the fund manager, any taxes payable through DMBH, and specifies foreign currencies, foreign exchange costs and foreign exchange rate principles adopted by DMBH.

Information on the costs and fees that the Client may incur following the provision of a given brokerage service, taking into account investments in particular financial instruments, the purchase or sale of which is possible under this service, is specified in the document: *Information on costs which the Client may incur when using DMBH brokerage services provided by DMBH ("ex ante costs").*

Financial instruments admitted to organized trading

Be advised that:

- the commission charged to the Client for the execution of an order on a trading venue is a gross commission, which includes the costs of the NDS, NDS CCP and the WSE or BondSpot – these costs depend on the number of transactions completed to execute the Client's order, and usually does not exceed 0.06% of the value of an executed order; while the remaining part ("net commission") is

DMBH's revenue,

- information on the costs charged by the above-mentioned entities is publicly available in the regulations or fee tariffs of these institutions, available on their websites, as well as may be provided to the Client by DMBH upon the Client's request submitted as appropriate for placing orders,
- fees incurred by the Client for registration of financial instruments or exercise of rights from financial instruments, or charged by DMBH for activities whose proper performance requires intermediation of the relevant clearing house, settlement house or other entity required in the process – include costs paid by DMBH to those entities,
- fees for other activities listed in the TFC are fees for execution of a specified activity for which DMBH is not obliged to pay any additional fees to third parties, however they are to cover required work and other costs of DMBH
- foreign exchange fees, depending on the currency exchange method used, are either included in the currency exchange rate or are specified as a fixed or negotiable fee. The exact amount of the standard fee rates charged by DMBH depending on the currency exchange method used is specified in the TFC,
- fees for other activities are specified in the TFC, and if the TFC does not include such a fee, a fee or commission negotiated with DMBH applies.

Foreign Financial Instruments

Be advised that:

- the commission charged to the Client in trading in Foreign Financial Instruments is a gross commission including DMBH's own costs and transaction costs that DMBH is obliged to pay in connection with execution of the Client's order. DMBH incurs transaction costs paid to the Foreign Broker, including its margin, transaction costs to conclude the transaction in the relevant foreign market, and costs of settlement of the transaction by the Depositary Bank,
- the amount of transaction costs referred to above is variable and depends on the type of the financial instrument in question and the place of execution of the order, and usually does not exceed 0.2% of the value of an executed order, while the remaining part ("net commission") is DMBH's revenue,
- information on costs charged by:
    a) foreign trading venues is publicly available in the fee tariffs of the above-mentioned institutions and is available to the Client on the websites of these entities and on the Transaction Platform, as well as may be provided to the Client by DMBH, upon the Client's request submitted as appropriate for placing orders,
    b) a Foreign Broker is subject to its contract with DMBH. These costs vary and depend on the type of the financial instrument and place of execution. Information on these costs may be provided to the Client by DMBH upon the Client's request submitted as appropriate for placing orders,
- fees for other activities listed in the TFC are fees for execution of a specified activity for which DMBH is not obliged to pay any additional fees to third parties, however they are to cover required work and other costs of DMBH,
- fees paid by the Client for recording financial instruments in the Client's registers at DMBH include costs paid by DMBH to the Foreign Broker (including costs of the Depositary Bank). These fees vary and depend on the type of the financial instrument and the place where it is stored. The amounts of the fees are regulated by the agreement between the Foreign Broker and DMBH. Information on these costs may be provided to the Client by DMBH upon the Client's request submitted as appropriate for placing orders,
- foreign exchange fees, depending on the currency exchange method used, are included in the currency exchange rate and are negotiable. The exact amount of the standard fee rates charged by DMBH depending on the currency exchange method used is specified in the TFC,

- in the event that, in accordance with the provisions of the Agreement and the relevant Regulations, foreign exchange is performed by DMBH at a Bank, DMBH will inform the Clients of the name of the Bank (or Banks) and indicate the place where the exchange rate table in force at the Bank is made available in the form of an announcement published on DMBH's website,
- fees for other activities are specified in the TFC, and if the TFC does not include such a fee, a fee or commission negotiated with DMBH applies.

INCENTIVES

In connection with the provision of brokerage services to the Client, DMBH is not allowed to accept or offer any monetary benefits, including fees and commissions or non-monetary benefits, except as allowed by the law.

DMBH discloses to the Client the information associated with any payments, monetary or non-monetary benefits received from third parties or provided to third parties in this document or before the commencement of such services.

This document includes a general description of minor non-monetary benefits. Other non-monetary benefits received or paid out by DMBH in connection with the service rendered to the Client are valued and disclosed by DMBH separately.

In the event that, on the basis of a previously made assessment (ex ante), DMBH is unable to determine the amount of a monetary or non-monetary benefit accepted or transferred or a benefit or payment received or provided, DMBH discloses the method for computing such amount in this document.

DMBH provides the Client with information concerning the exact amount of the accepted or provided monetary or non-monetary benefit of the payment or benefit received or provided on an *ex post* basis.

At least annually, as long as DMBH receives the above incentives in connection with the brokerage services provided to the Client, DMBH will advise its Clients individually of the actual amounts of an accepted or provided monetary or non-monetary benefit of the benefit or payment received or provided, however DMBH provides only a general description of minor non-monetary benefits.

Types of incentives registered with DMBH

I. Agreements for distribution of financial instruments with third parties.

- Where DMBH has entered into an agreement with an Investment Fund Company for the distribution of retail collective investment products (e.g. investment certificates of Closed-Ended Investment Funds), it may receive a monetary benefit (payment from a third party) reflecting the value of activities performed by DMBH for participants or prospective participants of Funds, aimed at improving the quality of services that are the subject-matter of the Agreement, but not more than the maximum value arising from the Agreement with that entity. The amount and terms of payment are set out in the Agreement between DMBH and the Investment Fund Company.
- When DMBH has signed an agreement for securities offering with a third party, in particular: the offeror or issuer, it may charge a distribution fee or offering fee linked to the value of assets distributed via DMBH; the amount of such fee is set out in the agreement between DMBH and the client. The distribution fee is variable and depends on the type of the financial instrument in question and its issuer.

Information on the amount of the fees received by DMBH, referred to above, will be provided by DMBH to the Client prior to an order being submitted or subscription being made. The document details the rates of fees and types of costs borne by the Client, and payments received by DMBH from third parties, and if the exact rate cannot be provided before making a subscription (e.g. in case of structured products when the rate of fee depends on the value of subscriptions made at the end of the subscription period) – the maximum percentage value of the rate/fee that DMBH may receive from the offeror or issuer. In such a case, DMBH advises the Client of the exact amount charged as the fee promptly after the end of subscription and once the allocation has been made, on a durable information carrier.

Information on these costs may be provided by DMBH to the Client at any time upon the Client's request submitted as appropriate for placing orders.

- In connection with agreements signed by DMBH with third parties – Investment Fund Companies which are offerors or distributors – to receive and transmit orders to buy financial instruments or participation units of investment funds, or agreements to offer or distribute financial instruments, DMBH:
  a) uses, free of charge, marketing materials prepared by these entities

     for the purpose of advertising, promoting or disseminating information about the products of such entities distributed by DMBH or services for which DMBH acts as an intermediary. DMBH participates in free training courses organized by these entities or may conduct such training courses for them,
  b) may participate in free training courses organized by such entities or may itself organize free training sessions for them or Clients to disseminate information on products or service provided by DMBH.

II. Other

- DMBH accepts and remits fees, commissions and benefits other than those indicated above, in particular:
  a) fees, commissions and non-monetary benefits from investment fund companies under cooperation agreements with and for services provided to these companies,
  b) customary costs of meetings, meals and gifts in accordance with DMBH's internal procedures,
  c) reimbursement of costs paid to external legal advisers in connection with the services provided.

  Upon the Client's request, DMBH will provide additional information on the above fees, commissions or benefits, including their nature and rates or how they are calculated.
- In order to improve the quality of DMBH's services consisting in making investment recommendations, DMBH may use IT applications available within Citi Group.
- Within the scope of permitted minor non-monetary benefits, DMBH – in line with rules set out in separate internal procedures – may incur representation expenses of reasonable value, such as food and beverages at a business meeting or conference, seminar or other training events, and other non-monetary benefits that are recognized under applicable laws as likely to enhance the quality of services provided by DMBH to the Client and are unlikely to adversely affect DMBH's performance of its obligation to act in the Client's best interests.

BASIC PRINCIPLES OF DMBH'S CONDUCT IN THE EVENT OF A CONFLICT OF INTEREST

The internal organization of DMBH and other internal regulations of DMBH ensure that potential conflicts of interest are resolved without infringing the interests of the Client.

DMBH has implemented the "Regulations on Conflict-of-Interest Management in the Brokerage Department of Bank Handlowy", which enable it to identify circumstances that are or may give rise to a conflict of interest threatening the interests of one or more Clients with respect to specific investment or additional services.

When following its conflict-of-interest management policy, DMBH implements procedures and measures to prevent or manage such conflicts.

The conflict of interest policy implemented at DMBH prevents situations in which DMBH:

- may make a profit or avoid a loss at the expense of the Client,
- has an interest in a specified outcome of a service being rendered to the Client or a transaction made on behalf of the Client, and such interest differs from the Client's interest,
- has reasons of other nature to place the interest of another Client or a group of Clients over the interest of a given Client,
- conducts the same business activity as the Client,

- receives an incentive from a third party in connection with services provided to the Client.

When the organizational and administrative solutions established by DMBH to prevent or manage a conflict of interest are insufficient to ensure that there is no risk of harm to the Client's interests, DMBH will:

- discloses information on a conflict of interest to the Client, and
- indicate that the organizational and administrative solutions established to prevent or manage the conflict of interest are insufficient to ensure that there is no risk of harm to the Client's interests, and
- describes in detail a conflict of interest that has occurred, while explaining its general nature and source, together with the risks to which the Client is exposed and the steps taken to mitigate these risks.

Such information should be provided before providing the investment or additional services in the context of which the conflict has occurred.

DMBH will provide its Clients with the *"General Information on the Policy of Counteracting Conflicts of Interest in DMBH",* which document will be delivered to the Client prior to execution of the Agreement and is also available on DMBH's website, and will be delivered upon the Client's request on durable data carriers, in particular by email.

Upon the Client's request, DMBH provides additional information on its Conflict-of-Interest Policy.

PRINCIPLES OF PROTECTION OF THE CLIENT'S ASSETS GUARANTEED BY THE COMPENSATION SCHEME

DMBH is a participant in the compensation system of the Polish National Depositary for Securities [*Krajowy Depozyt Papierów Wartościowych S.A.*], organized to collect funds for cash disbursements and compensation for the value of lost financial instruments, in the following cases specified by law:

- declaration of bankruptcy or the opening of restructuring proceedings of the bank running brokerage activities,
- final dismissal of the bankruptcy petition on the grounds that the assets of a bank running brokerage activities are either insufficient or sufficient only to cover the costs of the proceedings,
- determination by the Polish Financial Supervision Authority (*KNF*) that a bank running brokerage activities is unable, for reasons strictly related to its financial situation, to fulfil its obligations arising from Clients' claims and it is not possible to fulfil these obligations in the near future.

The compensation system secures the payment of funds of the Client (provided the Client is not an entity or person excluded by law from such protection), less the receivables of the bank running brokerage activities due from the Client for the services provided, up to the PLN equivalent of EUR 3,000 – which covers 100% of the value of the funds covered by the compensation system and 90% of the excess over this amount, provided that the upper limit of the funds covered by the compensation system is the PLN equivalent of EUR 22,000.

To calculate the EUR value in PLN, the average exchange rate of the National Bank of Poland is used from the published exchange rate table applicable on the date of occurrence of the circumstance giving rise to compensation payments.

The amounts referred to above are the maximum amounts of the Client's claims, irrespective of the amount due from a given investment firm, the number of the accounts at that investment firm used to keep such funds or the number of claims which the Client may have against that investment firm.

BASIC INFORMATION ON THE RULES FOR STORING THE ASSETS OF THE CLIENT

Financial instruments recorded in securities accounts

Financial instruments recorded in securities accounts, including instruments acquired in organized trading, are held at the Polish National Depositary for Securities [*NDS*].

DMBH holds the financial instruments of its Clients so that the financial instruments held for one Client can be easily differentiated, at any time, from the financial instruments of any other Clients and from own financial instruments of DMBH.

DMBH may establish security or collateral on financial instruments of Clients in order to enforce or secure any debts owed to DMBH under the terms of the Agreement, the Regulations and the provisions of applicable laws and regulations.

DMBH does not use any financial instruments of the Client in transactions executed on DMBH's own account.

DMBH or the entity holding the financial instruments of the Client may have certain rights to the Client's financial instruments, including, in particular, the right to cover claims of DMBH or the custodian from designated financial instruments, provided that such rights are reserved in the agreement with the Client, the regulations governing provision of the services in question or applicable laws and regulations.

Foreign Securities referred to in the "Regulations for acceptance and transmission as well as execution by DMBH of orders to buy or sell financial instruments and for maintenance of securities accounts, registers and cash accounts";

Foreign Securities purchased by the Client through DMBH are maintained in an Auxiliary Account (within the meaning of the Regulations) opened by the Bank and maintained by the Foreign General Securities Depositary ("Foreign CSD"). An Auxiliary Account is an omnibus account maintained for the Bank and used specifically to clear and settle transactions concluded by the Client through DMBH in trading in Foreign Securities, as well as to keep them in custody or record them. Foreign Securities are also recorded separately in a Register maintained by DMBH. This register reflects the status of records of the above-mentioned securities in the Auxiliary Account.

Clients of DMBH are beneficial owners of the securities recorded in the Auxiliary Account, in accordance with the account maintenance governing law (i.e. the law of Luxembourg). Clearstream Banking S.A. with its registered office in Luxembourg ("Clearstream") acts as the Foreign CSD that maintains the Auxiliary Account.

Clearstream activities are regulated by:

the provisions of Luxembourg law and European law, in particular Regulation (EU) No 909/2014 of the European Parliament and of the Council of 23 July 2014 on improving securities settlement in the European Union and on central securities depositories

and amending Directives 98/26/EC and 2014/65/EU and Regulation (EU) No 236/2012 ("CSD Regulation"). In accordance with the law of Luxembourg, securities recorded in accounts maintained by Clearstream are protected, among other ways, in the following manner:

- by observing the requirement to keep clients' assets separate from Clearstream own assets;
- Clearstream Clients hold a title of ownership ("Jus in Rem") to securities recorded on accounts maintained by Clearstream in case Clearstream goes bankrupt;
- provided that the Clients can demonstrate that the introductory registration of securities took place in Clearstream, securities recorded in "nominee" accounts or in a local market in Luxembourg are protected in accordance with the law of Luxembourg;

- Clearstream Clients' securities cannot be seized or blocked by a counterparty or a third party.

Securities accounts held for Clearstream Clients are safeguarded against the risk of seizure (by transferring the securities to the creditor or their sale on the creditor's account) at the so-called higher level in the custody chain.

Furthermore, the CSD Regulation requires, inter alia, that Clearstream, acting as a Foreign CSD, ensures a coherent standard of protection for its participants' and their clients' securities by maintaining records and books of accounts which allow it to differentiate at any time and when due, securities of one participant from securities of any other participant and, when it is required, Clearstream's own assets. The above requirements within the separation of assets also apply to the Auxiliary Account as an omnibus account. The requirements of CSD Regulation have been in full effect since mid 2018.

DMBH will notify Clients in the event that the laws applicable to Clearstream or any other Foreign CSD where DMBH decides to hold Clients' Foreign Securities do not allow the financial instruments held by these entities to be differentiated from their own instruments or the instruments of the Bank.

DMBH may establish security or collateral on Foreign Securities of Clients in order to enforce or secure any debts owed to DMBH under the terms of the Agreement, the Regulations and the provisions of applicable laws and regulations.

Foreign Securities referred to in the "Regulations for acceptance and transmission as well as execution by DMBH of orders to buy or sell foreign financial instruments and for maintenance of registers and cash accounts"

In order to provide Foreign Financial Instruments services to Clients, DMBH cooperates with a foreign investment firm providing investment services ("Foreign Broker") to execute orders for the purchase or sale of Foreign Financial Instruments in Foreign Markets and to register and store such financial instruments. When providing services for DMBH, the Foreign Broker cooperates with other investment firms, including brokers and depositary banks ("Depositary Bank"). The Client should be aware that there is a risk of insolvency, bankruptcy, liquidation or similar event to which DMBH, the Foreign Broker and other entities indicated above are exposed. The consequences of such events are set out by the laws applicable to a given entity. These events may adversely affect the Client's rights to Foreign Financial Instruments.

DMBH is liable for the selection of the Foreign Broker and for entrusting the Foreign Broker with the custody of the Client's Foreign Financial Instruments. DMBH selected the Foreign Broker with reasonable care.

The Foreign Financial Instruments of the Client are held in an omnibus account ("Omnibus Account") maintained by the Depositary Bank for the Foreign Broker. The maintenance rules applicable to the above-mentioned account:

- ensure that the Foreign Financial Instruments of the Client are kept separate from financial instruments owned by the Foreign Broker or DMBH,
- mean that Foreign Financial Instruments of DMBH's Clients may be held jointly with financial instruments of other clients of the Foreign Broker, which results in a threat of using the Client's Foreign Financial Instruments to settle transactions of other clients of DMBH or the Foreign Broker, and a threat in the event of bankruptcy or a similar event affecting the Foreign Broker leading to the need to prove legal title to the Foreign Financial Instruments in order to segregate them from the instruments held in that account.

DMBH maintains a register of rights to Foreign Financial Instruments and a register of Foreign Financial Instruments so that the Foreign Financial Instruments of the Client may be unambiguously identified and the rights of the Client to such Foreign Financial Instruments may be determined.

In the event that, due to the laws of the country in territory of which the Foreign Financial Instruments or funds of the Client are to be held, it is not possible to store or record the Client's assets separately from the assets of DMBH, the Foreign Broker or the Depositary Bank, DMBH will notify the Clients thereof. The Client's written consent is required to entrust the Client's Foreign Financial Instruments or funds to such entity for storing.

The rules under which the Foreign Broker and the Depositary Bank provide their services, including maintaining the accounts in which the Clients' Foreign Financial Instruments are recorded, are governed by the laws of the country in which the Foreign Broker or the Depositary Bank operates. This means that the Client's rights may be regulated differently as compared to the regulations in force in Poland.

DMBH may establish security or collateral on Foreign Financial Instruments of Clients in order to enforce or secure any debts owed to DMBH under the terms of the Agreement, the Regulations and the provisions of applicable laws and regulations.

DMBH does not use any Foreign Financial Instruments of the Client in transactions executed on DMBH's own account. DMBH or the entity holding the financial instruments of the Client may have certain rights to the Client's financial instruments, in particular the right to cover claims of DMBH or the custodian from designated financial instruments,

provided that such rights are reserved in the agreement with the Client, the regulations governing provision of the services in question or applicable laws and regulations.

DMBH does not use any Foreign Financial instruments of the Client in transactions executed on DMBH's own account.

Cash

The Client has the right towards DMBH to request the return of free funds credited to the Client's Cash Account.

DMBH deposits the funds entrusted to DMBH by the Client in connection with provision of brokerage services in a manner allowing for the identification of those funds from DMBH's own funds and for determining the amount of the Client's funds to be returned. Funds of DMBH's clients are deposited in accounts maintained by Bank Handlowy w Warszawie S.A. (“BHW”) and in accounts maintained for DMBH by another bank selected by DMBH with reasonable care. Monetary funds credited to accounts maintained by BHW and accounts maintained for DMBH by another bank may be used for making “overnight” deposits and are interest bearing deposits in accordance with separate agreements entered into by DMBH with such bank, with DMBH's right to receive accrued benefits.

The principles of DMBH's potential liability for the acts or omissions of the above-mentioned bank are set out by applicable laws and regulations. The risk of insolvency, bankruptcy or any other similar event affecting that bank (the consequences of which are defined by applicable laws and regulations) must be taken into account.

Be advised that:

- in the event enforcement proceedings are initiated against DMBH, funds entrusted by DMBH's clients in connection with provision of brokerage services are not subject to seizure,
- in the event of bankruptcy of a bank running brokerage activities, funds entrusted by DMBH’s clients in connection with provision of brokerage services are excluded from the bankruptcy estate.

DMBH or the entity holding Clients’ funds may have certain rights to the Client's monetary funds including, in particular, the right to cover claims of DMBH or the custodian from such funds, provided that such rights are reserved in the agreement with the Client, the regulations governing provision of the services in question or applicable laws and regulations.

GENERAL INFORMATION ON TAXATION OF FINANCIAL INSTRUMENTS COVERED BY SERVICES

These materials are for informational purposes and are intended to present basic tax issues related to investing through DMBH:

- DMBH is not authorized to provide tax advice. In case of any questions or doubts about matters related to the interpretation of tax law, the Client should contact the competent tax office or a licensed tax advisor.
- Be advised that investing in financial instruments may involve an obligation to pay tax. Tax obligations depend, in particular, on the laws of the country in which the Client is a tax resident, the laws of the issuer's country, the type of financial instruments being invested in, and the individual situation of the taxpayer.
- In the case of interest/dividends paid from foreign securities, tax may be withheld abroad (withholding tax). In the case of such tax, DMBH is not the payer (remitter) of such tax, does not participate in the process of its calculation and collection, and has no influence on the collection of tax at the rate arising from the relevant double taxation treaty between the Republic of Poland and the country where the issuer of the financial instrument is domiciled.

  In such a case the Client should take into account the fact that such tax may be charged at the maximum rate applicable in the country of the issuer and to the type of the income earned, irrespective of the tax rate set out in the double taxation treaty. If such an event occurs, DMBH will not participate in the process of applying for refund of the amount of overpaid tax, and any actions that may be taken in that case are to be carried out by the Client on their own, on a case by case basis. DMBH does not issue a PIT-8c document for the purpose of the Client's settlements with the competent tax authority, and the Client must settle the above-mentioned income on their own.

Reduction of the rate of withholding tax – as per the relevant double taxation agreement.

Reduction of the rate of withholding tax and charging it at the rate applicable in the issuer's country and as appropriate for the type of the income earned, with due consideration of the rate stated in the relevant double taxation agreement, may be applied in the following cases:

- Foreign Broker used by DMBH accepts the certificates of residency from DMBH clients for processing,

  and
- the Client has submitted its certificate of residency to DMBH in the form and manner as appropriate in the country of the security's issuer.

If one of the above conditions has not been met, the withholding tax will be withheld at the maximum rate applicable in the country of the security's issuer.

As at the date hereof, DMBH Client may submit the following certificates of residency:

- W8 – W8 BEN Form (in the case of individuals) or W8 BEN E Form (in the case of legal persons)

If the Client holds any US securities in the account for financial instruments, the submission of the W-8BEN form with DMBH will enable the Foreign Broker to apply a reduced tax rate to income from US sources.

Decision to submit the W8 form or any other certificate of residency is the Client's right; the final decision is made by the Client.

- Investing in financial instruments may involve an obligation to pay additional fees, which may result from decisions of competent authorities in the country of the issuer's registered office or the market in which the financial instruments are traded.
- Persons who are not tax residents in Poland may be subject in Poland to taxation rules that differ

from those presented in this document, especially taking into consideration double taxation agreements signed by Poland.
- This information is up to date as of the date it was prepared and tax regulations may change in the future.

Legal basis for tax settlement:

The rules for settlements of capital gains earned from the purchase or sale of domestic or foreign securities are set out by:

Natural persons (individuals) – the Personal Income Tax Act of 26 July 1991 ("PIT Act"). This Act sets out the rules for taxation of individuals.

Legal persons – the Corporate Income Tax Act of 15 February 1992 ("CIT Act"). This Act sets forth the rules for taxation of legal persons.

Tax obligations of a client who is a natural person with respect to financial instruments for which DMBH acts as an intermediary to conclude transactions and for which DMBH maintains an account or register of financial instruments are summarized in Table 1.

Rules for the preparation of the PIT-8C information by DMBH.

The PIT-8C information is information on the Client's income from monetary capitals registered by DMBH.

The PIT-8C does not include information on any incomes earned by the Client which DMBH is not required to report on the PIT-8C form, in particular:

- dividends from and interest on foreign securities, redemption of certificates, redemption of foreign bonds – in this case, the Client is obliged to settle the income earned according to the rules set out by applicable laws and regulations, in a manner appropriate for the type of the income earned,
- dividends from and interest on domestic securities, redemption of certificates, redemption of domestic bonds, for which DMBH is the tax remitter, in connection with the obligation to pay withholding tax under applicable laws and regulations.

The PIT-8C form does not contain information on income on which DMBH withheld tax and, as remitter, paid it to the tax authority.

The Client should check if the received PIT-8C form is correct on the basis of the transaction documentation and the history of securities and cash accounts in the Client's possession, and if any irregularities are found, report them immediately to DMBH.

In the case of joint accounts, the PIT-8C form is prepared separately for each co-holder, and the amounts of income and costs are recognized in proportion to their shares in such joint holding (with a presumption of equal shares, e.g. in the case of an investment account held by spouses under joint marital ownership, each spouse receives information on costs and income accounting for 50% of the total income and costs recorded in their joint account).

Rules for converting amounts in foreign currencies into PLN for the purpose of calculating the taxable base

Pursuant to Article 11a of the Personal Income Tax Act, for the purpose of calculating the taxable base:

- income in foreign currencies will be converted into the Polish currency (PLN) at the average exchange rate announced by the National Bank of Poland (NBP) as the rate applicable on the last business day preceding the date the income was earned,
- costs incurred in foreign currencies will be converted into PLN at the average exchange rate

announced by the NBP as the rate applicable on the last business day preceding the date the cost was incurred.

This means, in practice, that even if the Client incurs a nominal loss on the sale of foreign securities, the Client may still earn taxable income in PLN due to an increase in the exchange rate of the foreign currency. A decrease in the exchange rate will have the opposite effect on the taxable base.

TABLE 1. Summary of tax obligations of a client who is a natural person with respect to financial instruments for which DMBH acts as an intermediary to conclude transactions and for which DMBH maintains an account or register of financial instruments.

Securities	Taxable base	Party obliged to settle tax	Rules for converting amounts in foreign currencies into PLN for the purpose of calculating the taxable base	Tax settlement method
POLISH SECURITIES listed in a **POLISH MARKET** (e.g. Bonds or shares listed on WSE or BondSpot)	Interest Discount	the Bank	Not applicable (no products in currencies other than PLN) In the case of settlement of coupon bonds purchased at a premium (above the nominal price), the difference between the bond purchase price and the bond nominal price reduces the taxable base during the payment of the last bond coupon.	No obligation for the Client to include it in annual tax return
	Dividends		Not applicable (no products in currencies other than PLN)	
	Income from sale of securities	Client	Not applicable (no products in currencies other than PLN)	Client shall personally include that income in the annual tax return – based on the PIT-8C form issued by the Bank.
FOREIGN SECURITIES Listed in a: **FOREING MARKET** (e.g. foreign bonds or shares listed on foreign markets) **POLISH MARKET** (e.g. foreign bonds or shares listed on WSE) or **POLISH SECURITIES** listed in a **FOREING MARKET** (e.g. Polish treasury or corporate bonds, or shares, listed on foreign markets)	Interest	Client	RISK OF THE IMPACT OF CHANGES IN FOREIGN EXCHANGE RATES ON THE AMOUNT OF TAX Interest income is converted into PLN at the NBP exchange rate from the last business day before the date of payment of interest. In the case of settlement of coupon bonds purchased at a premium (above the nominal price), the difference between the bond purchase price and the bond nominal price reduces the taxable base during the payment of the last bond coupon.	Client includes income in annual tax return on their own
	Discount	Client	RISK OF THE IMPACT OF CHANGES IN FOREIGN EXCHANGE RATES ON THE AMOUNT OF TAX Discount income is converted into PLN at the NBP exchange rate from the last business day before the bond redemption date.	
	Dividend	Client	RISK OF THE IMPACT OF CHANGES IN FOREIGN EXCHANGE RATES ON THE	

			AMOUNT OF TAX Dividend income is converted into PLN at the NBP exchange rate from the last business day before the dividend payment date.	
	Income from sale of securities	Client	RISK OF THE IMPACT OF CHANGES IN FOREIGN EXCHANGE RATES ON THE AMOUNT OF TAX. For tax purposes, income is the difference between: revenue from sale of a product converted at the NBP exchange rate from the last business day before the date of product sale, and expenses on purchase of that product, as converted at the NBP exchange rate from the last business day before the date of purchase.	Client shall personally include that income in the annual tax return – based on the PIT-8C form issued by the Bank.
Closed-Ended Investment Funds Not listed	Income from redemption or sale of investment certificates	Client	Not applicable (no products in currencies other than PLN)	Client includes income in annual tax return on their own
Closed-Ended public Investment Funds (listend on the WSE)	Income from redemption or sale of investment certificates	Client	Not applicable (no products in currencies other than PLN)	Client shall personally include that income in the annual tax return – based on the PIT-8C form issued by the Bank.

INFORMATION ON CROSS-SELLING AT DMBH

DEFINITIONS:

1) ***Cross-selling*** – is product bundling or product tying;
2) **Bundling** – means the provision by DMBH of brokerage services referred to in Article 69(2) of the Act of 29 July 2005 on trading in financial instruments (“Act”) and other services under the agreement referred to in Article 83f(1)(1) of the Act, or under one of the agreements referred to in Article 83f(1)(2) of the Act provided that:

   - each of the services may be provided by DMBH under a separate agreement, and
   - the client is able to conclude with DMBH a separate agreement for each of these services;
3) ***Tying*** – means the provision by DMBH of brokerage services referred to in Article 69(2) of the Act and other services under the agreement referred to in Article 83f(1)(1) of the Act, or under one of the agreements referred to in Article 83f(1)(2) of the Act provided that at least one of these services may not be provided by DMBH under a separate agreement.

LIST OF BROKERAGE SERVICES PROVIDED BY DMBH FOR WHICH CROSS-SELLING HAS BEEN IDENTIFIED

I.	AGREEMENT ON ACCEPTING, TRANSMITTING AND EXECUTING ORDERS TO BUY OR SELL FINANCIAL INSTRUMENTS AND ON MAINTAINING A SECURITIES ACCOUNT, REGISTER AND CASH ACCOUNT (“AGREEMENT”)
BROKERAGE SERVICES COVERED BY THE AGREEMENT	• ACCEPTING AND TRANSMITTING AND EXECUTING ORDERS • MAINTAINING SECURITIES ACCOUNTS, REGISTERS AND CASH ACCOUNTS • ADDITIONALLY, FOREIGN EXCHANGE SERVICES RELATED TO ORDER EXECUTION SERVICES MAY BE PROVIDED
Is it possible to sign separate agreements for particular services covered by the Agreement?	NO
Are these services covered by tying?	YES
Description of cross-selling risks	No additional risks are identified
Description of risks arising from each of the services	These risks are described in the document: *“General description of the nature of financial instruments and the risks associated with investing in financial instruments”*
Changes in the risks that arise from cross-selling as compared to the risks that would result from individual services if they were provided under separate agreements	No risk changes are identified
Statement of cross-selling costs and fees	No additional costs and fees that would result solely from the cross-selling mode are identified
Summary of costs and fees for particular services, if these services were provided under separate agreements	These risks are described in the document: • DMBH Table of Fees & Commissions, • Information on costs that the Client may incur when using DMBH brokerage services (“ex ante costs”).
Summary information on costs and fees for cross-selling and for particular services	as above

II.	AGREEMENT ON EXECUTING ORDERS TO BUY OR SELL FOREIGN FINANCIAL INSTRUMENTS AND ON MAINTAINING REGISTERS AND CASH ACCOUNTS ("AGREEMENT")

BROKERAGE SERVICES COVERED BY THE AGREEMENT	1. EXECUTING ORDERS 2. MAINTAINING REGISTERS AND CASH ACCOUNTS 3. ADDITIONALLY, FOREIGN EXCHANGE SERVICES RELATED TO ORDER EXECUTION SERVICES MAY BE PROVIDED
Is it possible to sign separate agreements for particular services covered by the main Agreement?	NO
Are these services covered by tying?	YES
Description of cross-selling risks	No additional risks are identified
Description of risks arising from each of the services	These risks are described in the document: *"General description of the nature of financial instruments and the risks associated with investing in financial instruments"*
Changes in the risks that arise from cross-selling as compared to the risks that would result from individual services if they were provided under separate agreements	No risk changes are identified
Statement of cross-selling costs and fees	No additional costs and fees that would result solely from the cross-selling mode are identified
Summary of costs and fees for particular services, if these services were provided under separate agreements	These risks are described in the document: • DMBH Table of Fees & Commissions, • Information on costs that the Client may incur when using DMBH brokerage services ("ex ante costs").
Summary information on costs and fees for cross-selling and for particular services	as above

III.	AGREEMENT ON EXECUTING ORDERS TO BUY OR SELL DERIVATIVES AND ON MAINTAINING A DERIVATIVES ACCOUNT AND CASH ACCOUNT ("AGREEMENT")
BROKERAGE SERVICES COVERED BY THE AGREEMENT	1. EXECUTING ORDERS 2. MAINTAINING A DERIVATIVES ACCOUNT AND A CASH ACCOUNT
Is it possible to sign separate agreements for particular services covered by the Agreement?	NO
Are these services covered by tying?	YES
Description of cross-selling risks	No additional risks are identified
Description of risks arising from each of the services	These risks are described in the document: *"General description of the nature of financial instruments and the risks associated with investing in financial instruments"*
Changes in the risks that arise from cross-selling as compared to the risks that would result from individual services if they were provided under separate agreements	No risk changes are identified
Statement of cross-selling costs and fees	No additional costs and fees that would result solely from the cross-selling mode are identified
Summary of costs and fees for particular services, if these services were provided under separate agreements	These risks are described in the document: • DMBH Table of Fees & Commissions, • Information on costs that the Client may incur when using DMBH brokerage services ("ex ante costs").
Summary information on costs and fees for cross-selling and for particular services	as above

IV.	AGREEMENT ON INVESTMENT ADVISORY SERVICES (“AGREEMENT”)
BROKERAGE SERVICES COVERED BY THE AGREEMENT	INVESTMENT ADVICE
Are these services covered by tying?	YES Such Agreement may be concluded only if the following agreement is entered into: *Agreement on Executing Orders to Buy or Sell Foreign Financial Instruments and on Maintaining Registers and Cash Accounts*
Is it possible to conclude the Agreement without concluding the Agreement on Executing Orders to Buy or Sell Foreign Financial Instruments and on Maintaining Registers and Cash Accounts	NO – this is tied sale
Description of cross-selling risks	No additional risks are identified
Description of risks arising from each of the services	These risks are described in the document: *“General description of the nature of financial instruments and the risks associated with investing in financial instruments”*
Changes in the risks that arise from cross-selling as compared to the risks that would result from individual services if they were provided under separate agreements	No risk changes are identified
Statement of cross-selling costs and fees	No additional costs and fees that would result solely from the cross-selling mode are identified
Summary of costs and fees for particular services, if these services were provided under separate agreements	See the document: • DMBH Table of Fees & Commissions, • Information on costs that the Client may incur when using DMBH brokerage services (“ex ante costs”).
Summary information on costs and fees for cross-selling and for particular services	as above

The information is effective from: 30/09/2024

CLIENT CLASSIFICATION

CLIENT CLASSIFICATION

In connection with the intention to conclude/conclusion of a brokerage services agreement with DMBH: ***Agreement on Accepting, Transmitting and Executing Orders to Buy or Sell Financial Instruments and on Maintaining a Securities Account, Register and Cash Account***

or on the basis of data in the possession of DMBH in connection with past cooperation, used in accordance with the law, the Brokerage Department of Bank Handlowy S.A. ("DMBH") has classified you as:

RETAIL CLIENT

Including in the above-mentioned category means the fullest protection of the Client's interests under the brokerage services provided, resulting from the applicable laws and regulations. This protection covers, in particular, the obligation of DMBH to:

- examine, before the Agreement is signed, the client's level of knowledge of investing in financial instruments and investment experience in order to determine whether the financial instrument covered by the offered brokerage services or the brokerage services provided under the concluded Agreement are suitable for the client;
- provide the client, before the Agreement is signed, with a general description of financial instruments and the risks associated with investing in these financial instruments, the Policy of acting in the client's best interests and executing orders submitted by clients of DMBH, general information on the policy of counteracting conflicts of interest, detailed information on DMBH and the services to be provided under the agreement, and information on costs and fees;
- conclude an agreement for the provision of brokerage services with a retail client in writing, otherwise such agreement will be null and void, and the obligation to provide the services under the Agreement based on their terms and conditions;
- execute or accept and transmit the client's orders in accordance with the principle of best execution in accordance with the rules set out in the Policy of acting in the client's best interests and executing orders submitted by clients of DMBH;
- promptly notify the client of any significant difficulties that may affect the proper execution of an order;
- provide official reports on the performance of the agreement, within the time limits specified in the relevant regulations for the provision of brokerage services;
- ensure the formalized and understandable formulation of advertising and promotional information, in particular information that presents, in addition to the potential benefits, also the threats and level of investment risk associated with the services in question;

In addition, please be advised that, in accordance with applicable laws and regulations, you have the right to apply for reclassification to the category: **Professional Client**, if you meet **all of** the following conditions:

<u>CONDITION I – YOU MEET AT LEAST TWO OF THE FOLLOWING REQUIREMENTS</u>:

- you concluded transactions in the four quarters preceding the submission of the application with a value equivalent to the Amount Significant Value Transactions, each in the relevant market, with an average frequency of at least 10 transactions per quarter.

  Amount Significant Value Transactions is determined by DMBH and communicated to clients in the Announcement of the Brokerage House of Bank Handlowy, published

  on the website https://www.citibank.pl/biuro-maklerskie/aktualnosci.html

- the value of your portfolio of financial instruments including cash included in it is the PLN equivalent of at least EUR 500,000;
- you have been working, or worked, in the financial sector for at least one year holding a position which requires the professional knowledge of transactions in financial instruments or brokerage services which are provided to you by DMBH;
- the equivalent of the amounts in EUR, referred to above, is set at the EUR average rate announced by the National Bank of Poland as the rate applicable on the day preceding the day on which the Client has applied for reclassification;

CONDITION II

You must submit written confirmations of your knowledge of the Client treatment rules applicable to the new category and the loss of protection resulting from the change of existing status, and you must undertake to notify DMBH of any changes affecting the requirements specified above.

ASSIGNMENT TO A CATEGORY OTHER THAN RETAIL CLIENTS INVOLVES A REDUCTION IN THE LEVEL OF PROTECTION OFFERED FOR THE CURRENT CATEGORY UNDER APPLICABLE LAWS AND REGULATIONS.

DMBH HAS THE RIGHT TO REFUSE TO RECLASSIFY THE CLIENT.

GENERAL DESCRIPTION OF THE NATURE OF FINANCIAL INSTRUMENTS AND THE RISKS ASSOCIATED WITH INVESTING IN FINANCIAL INSTRUMENTS

GENERAL DESCRIPTION OF THE NATURE OF FINANCIAL INSTRUMENTS AND THE RISKS ASSOCIATED WITH INVESTING IN FINANCIAL INSTRUMENTS

I. INTRODUCTION

The purpose of this document is to:

- present to the Client the characteristics of the financial instruments that may be purchased or sold under the agreement for providing brokerage services concluded with **Bank Handlowy w Warszawie S.A.,** acting through an organizationally separate unit that is a brokerage office – the **Brokerage Department of Bank Handlowy** ("DMBH" or "Bank Handlowy Brokerage Unit"),
- indicate the most important risks associated with investing in the above-mentioned financial instruments, as well as to provide other information that the Client should take into account when investing through DMBH.

The information contained in this document has been prepared fairly and with reasonable care, but may not address every risk and should not be the sole basis for making an investment decision.

Providing the Client with the information contained in this document does not constitute investment advice services within the meaning of the provisions of the Act of 29 July 2005 on Trading in Financial Instruments (Journal of Laws 2014.94, consolidated text, as amended).

PLEASE BE ADVISED THAT:

- Investing in financial instruments entails risks characteristic for particular financial instruments and investment risk,

  Investment risk is, in particular, the risk associated with inadequate or unreliable internal processes, people, technical systems or external events that may result in the improper execution or settlement of an order, and the market risk associated with changes in the value of an investment due to price changes.
- the price of a financial instrument is affected by many different factors. These may include, among other things, changing economic, legal, political and tax conditions. When taking a decision to buy or sell a financial instrument, the Client should take into account the existing risks which stem from taking an investment decision, and in particular the possibility of a change in prices of the financial instruments covered by that decision contrary to the Client's expectations and, consequently, a possible failure in attaining the profit assumed by the Client.
- The Client must reckon with the loss of some or all of the invested funds, or even the need to incur additional costs, especially when investing in financial instruments that use financial leverage. The definition of financial leverage and a description of how it works are presented in Chapter VI Financial instruments for which a financial deposit (margin) is required,
- The Client makes all investment decisions related to the purchase or sale of financial instruments at their own risk, and DMBH transmits orders or instructions for execution based on these decisions,
- past performance on investments in financial instruments or a high rate of return on a given financial instrument obtained in the past is not a guarantee of future performance,
- a decision to buy financial instruments in the primary or secondary market, under a public offering, should be made by the Client on the basis of the prospectus, memorandum, terms of issue and trading or other documents of a similar nature,

taking into consideration, in particular, the risk factors presented in these documents and the investment risks associated with the investment.

For the avoidance of doubt, the information contained in this document does not completely cover and does not replace the information included in the above-mentioned issue documents. The issue documents are the basic information document providing information on the issuer and its economic and financial situation, as well as the risk factors related to investing in a financial instrument arising from the specific nature of the issuer's business. The Client is obliged to read the issue documents, and in particular the information on the risk factors contained therein, before making an investment decision.

The documents referred to above – in case DMBH is the offeror or a member of the distribution consortium – are always available: on the issuer's website or at DMBH,

- unless expressly stated otherwise in the prospectus, memorandum, terms of issue or other information document, no financial instrument purchased by the Client through DMBH is a bank deposit, is guaranteed or secured by DMBH or Bank Handlowy w Warszawie S.A. or any of the Citi Group entities, and is guaranteed or secured by the State Treasury or other governmental institutions; and it is not an obligation of those entities to the Client,
- Please note that an investment in financial instruments may involve an obligation to pay tax, as well as additional fees, which may result from decisions of competent authorities in the country where the issuer has its registered office or the market in which the financial instruments are traded. Tax obligations depend on the laws of the country in which the Client is a tax resident, the laws of the issuer's country, the type of financial instruments being invested in, and the individual situation of the taxpayer.

  For the avoidance of doubt, DMBH does not provide any tax advice services and it is not authorized to provide tax advice or interpret tax regulations. In case the Client has any doubt regarding tax settlements, DMBH recommends taking advice from a tax advisor.

II. CHARACTERISTICS OF FINANCIAL INSTRUMENTS AND SELECTED RISK FACTORS

General breakdown of financial instruments by residual risk of the financial instrument.

1) Breakdown by structure of the financial instrument:
   - *non-complex financial instruments* – in particular shares admitted to trading in a regulated market or an equivalent market in a country other than a member state, rights to shares, bonds or other debt securities without an embedded derivative instrument, investment fund units, simple ETFs: index-based or basket-based that directly replicate an index or basket of financial instruments by purchasing the financial instruments that make up the index or basket, without using any derivatives or leverage, and other financial instruments whose prices do not depend on one or more financial instruments called the underlying instrument or index-based, basket-based ones, etc.,
   - *complex (compound) financial instruments* – in particular financial instruments whose prices depend on one or more financial instruments called the underlying instrument, in particular futures contracts, CFDs (contracts for difference), options, swaps, foreign exchange contracts, structured products, investment certificates of closed-ended investment funds, complex ETFs that replicate a selected basket of financial instruments using derivatives or leverage.
2) Breakdown by leverage:
   - financial instruments without any obligation to provide a security deposit (margin),

- financial instruments with the obligation to provide a security deposit (margin).

III. RISKS GENERATED BY FINANCIAL INSTRUMENTS ADMITTED AND NOT ADMITTED TO TRADING IN A REGULATED MARKET

Macroeconomic risk
It is a consequence of the economic conditions worldwide or in a specific country, which directly or indirectly affect the economic environment in which an issuer or manufacturer of financial instruments operates, or their financial situation, or the capital market in which the financial instruments are traded. The economic conditions are shown by macroeconomic factors, in particular economic growth, consumer demand, inflation, budget deficit, investment, commodity price level, etc. The economic conditions are directly influenced by the economic situation or political risk.
The investor, when making an investment, should be aware that in the event of:

- *any uncertainty as to the values or levels of macroeconomic factors or the geopolitical situation, prices of financial instruments are getting more volatile and, thus, the risk of buying an overpriced financial instrument or selling a financial instrument for an understated price is also going up;*
- *any disadvantageous macroeconomic factors, prices of financial instruments may drop unreasonably (leading to underestimated prices of financial instruments) given the current situation of the issuer or manufacturer reflected in the financial result or measured by fundamental analysis indicators;*
- *long-term good economic conditions, prices of financial instruments may rise unreasonably (leading to overestimated prices of financial instruments) given the current situation of the issuer or manufacturer reflected in the financial result or measured by fundamental analysis indicators.*

Political risk
It is a consequence of political stability or instability in a country, the rules and implementation of economic, administrative and fiscal policy, and their long-term stability.
When making an investment, the investor should be aware that in the event of political instability or unexpected changes in economic or fiscal policy, the investment risk increases, the volatility of financial instrument prices also increases, and if an investment is made, there may be significant changes in the prices of financial instruments depending on the positive or negative impact of the above changes on the financial situation or economic environment of the issuer (e.g. an increase in inflation, an increase or decrease in taxes paid by the issuer or its vendors, or the impact on the financial instrument (e.g. introduction of or an increase in taxation of capital market transactions).
In the event of unfavorable changes in the geopolitical situation in the world, which may lead to armed conflicts in extreme cases, there is a risk of imposing economic and/or political sanctions on a specific country or countries, which may be the country where the issuer of financial instruments admitted to trading has its registered office, or on citizens of such countries.
In such a case, the investor should expect the risk that:

- *trading in such financial instruments or in other financial instruments the prices of which are related to or dependent on the former may be suspended by selected or all trading venues, or*
- *DMBH may on its own, acting in accordance with applicable laws, block trading in the above-mentioned financial instruments or block the possibility of entering into any transactions by citizens of the sanctioned country or countries.*

As a result, the investor may incur financial losses due to the inability to dispose of the financial instruments held or the inability to enter into any transactions.

Industry risk

It is a consequence of economic conditions specific to a given group of financial instruments issued by entities from one industry or sector, i.e. unfavorable financial conditions, competition, decline in demand for products, and other factors specific to a given sector, resulting in a deterioration of the economic situation of the issuer, or non-measurable factors related to specific behavior of investors (groups of investors) resulting from popular investment trends that may lead to the overvaluation or undervaluation of instruments in a given sector.

The investor, when making an investment, should be aware that in the case of investments in financial instruments of issuers from certain sectors, e.g. whose revenues are seasonal (e.g. producers of beverages) or periodic, dependent on time frames of external investment or development programs (e.g. issuers which build roads), or sectors that are or are not a priority for the economic development of a country (e.g. IT or mining sectors), there may be periodic volatility in prices of financial instruments, or the price of such a financial instrument may move in an upward or downward trend that is identifiable in time and not justified by the issuer's current financial situation, but caused by changes in factors specific to the sector.

Risk generated by the issuer or manufacturer of a financial instrument

A risk that is a consequence of how the issuer or manufacturer of a financial instrument manages and conducts its business and has a direct impact on its financial performance, and thus on the valuation of the financial instrument, the issuer's ability to meet its obligations (in the case of debt instruments), and their price volatility.

The investor, when making an investment, should be aware that the risk of the issuer or manufacturer of a financial instrument is greater in the case of:

- *sustained negative financial performance of the issuer or manufacturer over an extended period,*
- *an issuer or manufacturer on which an administrative penalty has been or is to be imposed by competent governmental authorities or regulators,*
- *an issuer or manufacturer failing to provide periodic financial reports, comply with disclosure obligations, disclose important information affecting the valuation of financial instruments, etc.,*
- *a decision to initiate bankruptcy proceedings,*

an increase in the probability of deterioration of the financial condition of the issuer or manufacturer of a financial instrument and, consequently, an increase in the credit risk and the impact on the price of the financial instrument, which may lead to the bankruptcy of the issuer and, in consequence, a significant or total loss of capital by the Client in case of investing in a financial instrument issued or originated by such issuer or investing in another financial instrument the price of which is related to or dependent on that financial instrument.

Credit risk

This is the risk of loss or an adverse change in financial condition or solvency status resulting from fluctuations in the creditworthiness of issuers or manufacturers of financial instruments, guarantors or counterparties manifesting itself as a risk of delay, partial performance or non-performance of obligations. Credit risk is associated with an uncertainty as to the future financial situation of the above-mentioned entities and may have considerable impact on the price of a financial instrument held by the Client (such as equities, bonds), performance of obligations under financial instruments (such as redemption of bonds or fulfilment of another consideration in the case of other financial instruments, e.g. execution of a structured product), fulfilment of a condition under a guarantee in the case of the guarantor (such as bonds), performance of obligations by a counterparty when such counterparty is an important entity in the process related to the execution, delivery and settlement, or custody of a financial instrument, etc. (e.g. settlement of investment funds, creation or redemptions of ETF participation titles, securities custody).

Credit risk is influenced by the following factors:

- external – independent of the company – macroeconomic and social factors (competition, market conditions, fiscal and monetary policy, inflation, unemployment, etc.), political (deregulation and liberalization of the economy), demographic (ageing population), or technological (information technology),
- internal – controlled by the company – qualifications of employees, diversification of the contract portfolio, types and amounts of contractual collateral, or accounting standards.

In the market practice employed to measure credit risk, a rating system is often used for the purpose of determining the level of credit risk, for example based on ratings provided by an external rating agency. For example: An AAA-rated entity generates a lower credit risk than a BBB-rated entity or an unrated entity.

Credit risk has numerous interactions with other risks, including, in particular, interest rate risk, exchange rate risk and liquidity risk.

The investor, when making an investment in financial instruments, should be aware that the greater the credit risk, the greater the risk of a potential loss for the investor and the impact of that risk on the volatility of the price of a financial instrument or a reduction in its liquidity. If materialized, credit risk may lead to the bankruptcy of the issuer and, consequently, to a significant or total loss of capital by the Client in case of investing in a financial instrument issued or manufactured by such issuer or investing in another financial instrument the price of which is related to or dependent on that financial instrument.

Clients should remember that in the event of the issuer's bankruptcy the sequence of payment of claims from the issuer's assets is strictly regulated by law, which means for an investor who is a shareholder or bondholder the probability of losing all or a significant part of the invested capital. In the case of bonds, in turn, the issuer may stipulate in the conditions of issue that unsecured receivables from bonds being issued by the issuer will be satisfied in the case of the issuer's bankruptcy or liquidation after all other claims of the issuer's creditors have been satisfied.

Market risk

This is a risk that prices of financial instruments (equities, bonds, futures and other financial instruments) held by the Client may change as a result of general and specific market factors that have a direct or indirect impact on a given financial instrument. This risk is an outcome of the rules of functioning of a capital market and forming of prices on the basis of supply and demand. A change in the price of a single financial instrument or a group of financial instruments is triggered by factors which are often beyond control of the issuer or manufacturer of a financial instrument but are attributable to the nature of a financial market. It is worth noting that market risk is, to a considerable extent, affected by unmeasurable factors, such as:

- factors of emotional nature related to the psychological perception of macroeconomic, financial, sector-related, regional, corporate, etc. factors;
- factors related to behavior of investors (or groups of investors) reflecting popular investment trends which can add to the overvaluation or undervaluation of prices of financial instruments;
- factors which originate from the globalization of financial markets and the speed of information flow – a change in stock exchange indices in other financial markets or a change in conditions in dominant world markets or other markets treated as part of the same region can bring about a high volatility of prices of financial instruments in the local market even if a stable financial situation of their issuer does not justify such volatility;

When making an investment, the investor should be aware that market risk is not a homogeneous risk, and is influenced by many different factors, such as credit, issuer, macroeconomic or political risks, which are often beyond control of the issuer or manufacturer of a financial instrument.

For example:
An increase in the price of a particular financial instrument may occur following the occurrence of the above-mentioned events even if it is not directly justified by the financial situation of the issuer or manufacturer of the financial instrument.
To summarize: the greater the market risk, the greater the risk of losing the invested capital, including the possibility of total loss of the invested capital.

Liquidity risk
It is related to the inability to sell or buy financial instruments in the short or medium term without significantly affecting the level of market prices. The liquidity risk has direct impact on the volatility of prices, according to the rule – the lower the liquidity, the higher the price volatility. The liquidity risk depends on many factors, which are often interdependent, and which can limit supply or demand in trading such financial instruments. The most important factors:

Supply side:
- value-low issue of financial instruments – a small number of financial instruments in trading – limited supply;
- purchasers of financial instruments are not properly dispersed (limited supply);
- low Free float – i.e. the limitation of the number of financial instruments in free float as a result of a low issue price or the improper dispersion or concentration of financial instruments on the secondary market because of a limited number of purchasers and limited supply;
- low market capitalization.

Demand side:
- increased macroeconomic, political, industry, market risks – having impact on the volatility of the price of a financial instrument, the capital market condition or the issuer's condition in a specified foreseeable time period, an increased investment uncertainty;
- increased issuer risk – improper economic policy or a change in external factors which affect adversely the issuer's financial situation, the issuer's financial situation is threatened by bankruptcy or the inability to pay financial obligations assumed by the issuer;
- inadequate information policy – variability or lack of information policy, concealment or distortion of relevant information that may affect the prices of financial instruments,
- admonitions, warnings or penalties imposed by competent authorities or regulators (KNF, UOKiK, etc.).

The investor, when making an investment, should be aware that:
- *in the case of low turnover in securities, the price volatility risk is getting higher,*
- *stocks of companies with the largest capitalization are, in principle, more liquid than stocks of companies with low capitalization,*
- *financial instruments with a higher Free float rate are more liquid,*
- *stocks which are part of the main indices of particular trading venues, e.g. WIG20, are the most liquid instruments on a stock exchange,*
- *stocks which are a part of WIG20 have higher liquidity than stocks listed on New Connect market,*
- *bonds of the State Treasury are in general more liquid than corporate or municipal bonds.*

Scenario of market situations depending on the liquidity of a financial instrument

LIQUIDITY	RISK TO WHICH THE CLIENT IS EXPOSED
Lack of liquidity [negative scenario]	*General* • Inability to conclude a transaction and, in consequence, to close the investment on the trading venue within the timeframe expected by the Client; • No market valuation of the financial instrument; • The need to hold the financial instrument and seek alternative ways to sell it, such as off-market through a civil law contract; *Equity securities (shares, rights to shares (RTS))* • Inability to sell in a regulated market and the need to seek alternative ways to sell *Debt securities and structured products* • The need to hold a financial instrument until it is redeemed or exercised; *Financial instruments for collective investing: investment certificates of closed-ended investment funds ("CEIFs"); ETFs* • The need to hold a financial instrument until redemption, within the timeframes set out by the applicable regulations of the investment fund; *Derivatives* • Inability to close open positions and to hedge open positions;

LIQUIDITY	RISK TO WHICH THE CLIENT IS EXPOSED
Low liquidity, Limited liquidity, Periodic liquidity [negative scenario]	*General* • Increase in price volatility risk; • No market valuation or inadequate valuation of a financial instrument; *Equity securities (shares, rights to shares (RTS))* • Risk that securities may be sold for a price significantly different from the price acceptable to the Client leading to an unacceptable rate of return or a financial loss; • Temporary inability to sell. *Debt securities and structured products:* • Risk that securities may be sold for a price significantly different from the price acceptable to the Client leading to an unacceptable rate of return or a financial loss; • Temporary inability to sell; • In the case of an unacceptable price – the need to hold the financial instrument until it is redeemed or exercised; *Collective investment financial instruments: CEIF investment certificates; ETFs:* • Risk that certificates may be sold for a price significantly different from the price acceptable to the Client, including a price that significantly differs from net asset value, leading to an unacceptable rate of return or a financial loss; • Temporary inability to sell a given instrument for a price acceptable to the Client; • In the case the Client has not accepted the price – the need to wait until the instrument is submitted for redemption, within the time limits set out in the regulations of the respective fund; *Derivatives* • Limited ability to close open positions and to correlate open positions; • Increased volatility of daily settlement prices that are the basis for margining and affect the amount and delivery of margin; • Risk that position may be closed for a price significantly different from the price acceptable to the Client leading to an unacceptable rate of return or a financial loss
High and medium liquidity [expected scenario]	Expected scenario, which ensures the market valuation of financial instruments and the ability to sell or close positions at the market price;

IV. ADDITIONAL RISK FACTORS FOR FOREIGN FINANCIAL INSTRUMENTS

In the case of foreign financial instruments, in addition to the risks inherent in the type of a financial instrument, there are additional risks that the Client should take into account when making an investment:

Execution Venue Risk

The manner of execution of orders is subject to the laws and rules applicable to the foreign place of execution of the Client's order. Such laws and rules may be different from those in force in the Polish regulated market. The Client should know the legal regulations related to these instruments, applicable in the country where a transaction is made, and should take this fact into account when making an investment decision.

Legal risk

The rules of operation of an issuer as a legal entity are governed by the law of the issuer's country of domicile and may differ from those in force in Poland. In particular, this includes bankruptcy or liquidation proceedings, a decrease or increase of the company's capital, and rules for acquiring corporate or property rights from shares. The Client should know the relevant legal regulations and the difference between the above processes and the Client's rights and obligations versus the processes applicable under Polish law. In particular the Client should know the possibilities arising under the laws of certain countries (e.g. USA) to cancel (redeem) shares without consideration and the related risk of loss of invested capital to which the Client is exposed. Legal prerequisites that must be met to execute the above-mentioned operations, as well as the rules for cancellation (redemption) of shares, are set out by the laws of the issuer's country of domicile and, in particular, they may apply during a process to make a settlement with creditors or during bankruptcy proceedings.

In addition, the Client should be aware that the acquisition or holding of foreign financial instruments may involve reporting, notification or other obligations, as set out by the applicable laws, related in particular to exceeding the holding thresholds set out in those laws (e.g. obligation to notify the issuer of shares that a certain voting threshold has been exceeded).

Risk of holding financial instruments

The method used to hold foreign financial instruments is subject to laws and regulations and rules applicable where such financial instruments are held abroad. These laws and regulations and rules may differ from those applicable in the Polish market. The Client should know the laws and regulations related to holding foreign financial instruments, as they may have a direct impact on the manner of exercising securities rights or corporate rights from foreign securities purchased or held by the Client.

Currency risk

This is the adverse effect of a change in the price of the currency in which a foreign financial instrument is purchased or sold in relation to the Polish currency (or the base currency of the account other than the currency of purchase of the financial instrument). It follows the translation of the financial result achieved in the currency in which the financial instrument was purchased into the Polish currency (or the base currency of the account).

In the event of unfavorable market changes, the Client may:

- earn a profit from an investment in a financial instrument which, however, can turn into a loss after conversion to the base currency, which will be the final financial result from the investment,
- incur a loss from an investment in a financial instrument which, however, can turn into a profit after conversion to the base currency, which will be the final financial result from the investment, subject to tax.

Risk of bankruptcy of entities involved in concluding and settling transactions or registering and holding foreign financial instruments

There is a risk of bankruptcy, insolvency, liquidation or a similar event with respect to entities involved in the conclusion and settlement of transactions or registration and holding of foreign financial instruments (foreign broker, foreign depositary), which may result in inability to deliver foreign financial instruments purchased by the Client, a temporary restriction of the Client's right to use or dispose of foreign financial instruments or the need to participate in appropriate bankruptcy, liquidation or similar proceedings to raise and enforce the Client's claims.

Settlement risk

If an order to sell foreign financial instruments is submitted before the transaction executed to buy them is settled, there is a risk that the sale transaction will not be settled if the earlier transaction to buy these financial instruments is not settled.

Risk of limited or delayed access to information

Disclosure obligations of issuers of foreign financial instruments may differ from those applicable in the Polish market. In addition, the Client's access to such information may be limited or delayed as a result of time differences, lack of direct access to information services or different requirements and the ways information is made public.

Risks related to the language in which information on financial instruments is available

Please note that:

- information documents, prospectuses, terms of issue, information memoranda, KID or KII documents,
- current reports, periodic reports, financial statements, etc.

published by issuers or manufacturers of foreign financial instruments are not published in the Polish language and are not necessarily published or available in the English language. For securities admitted to trading in both a foreign market
and a Polish market, it may happen that the above information is not available in Polish.
The limited availability of information materials in the Polish language may directly affect the assessment of the risks associated with the purchase of such a financial instrument, the awareness of the rights and obligations of the purchaser of a given financial instrument or the timeliness of performance of these obligations as a result of inability or limited ability to read them or the occurrence of interpretation errors or differences in meaning of concepts or definitions provided in a foreign language.

Tax risk

The rules of operation of an issuer as a legal entity are governed by the law of the issuer's country of domicile, including with respect to tax regulations, and may differ from those in force in Poland. In particular, this refers to differences in withholding tax rates (dividends, interest), and reporting or disclosure obligations. An investor should take into account the risk of tax changes in the issuer's country of domicile to the extent that they may affect the amount and method of collection of withholding tax.

Interest or dividends from foreign securities

In the case of interest/dividends paid from foreign securities, tax may be withheld abroad (withholding tax). In the case of such tax, DMBH is not the payer (remitter) of such tax, does not participate in the process of its calculation and collection, and has no influence on the collection of tax at the rate arising from the relevant double taxation treaty between the Republic of Poland and the country where the issuer of the financial instrument is domiciled.
In such a case the Client should take into account the fact that such tax may be charged at the maximum rate applicable in the country of the issuer and to the type of the income earned, irrespective of the tax rate set out in the double taxation treaty. This may have an adverse impact on the Client's expected rate of return on investment.

Reduction of the rate of withholding tax and charging it at the rate applicable in the issuer's country and as appropriate for the type of the income earned, with due consideration of the rate stated in the relevant double taxation agreement, may be applied in the following cases:

- Foreign Broker used by DMBH accepts the certificates of residency from DMBH clients for processing,

and

- the Client has submitted a formally correct certificate of residency to DMBH in the form and as appropriate in the country of the financial instrument's issuer (e.g. W8 BEN).

If one of the above conditions has not been met, the Client might be subject to the withholding tax collected at the maximum rate applicable in the Issuer's country, and thus earn a lower return on investment than expected.

If such an event occurs, the Client should be aware that:

- DMBH will not participate in the process of applying for refund of the amount of overpaid tax, and any actions that may be taken in that case are to be carried out by the Client on their own, on a case by case basis and independently,
- DMBH does not issue a PIT-8c document for the purpose of the Client's settlement with the competent tax authority,
- The Client is obliged to settle the income earned as described above themselves.
- DMBH does not refund any tax in the amount of difference between the rate charged in the country of the issuer's registered office and the tax rate applicable in Poland.

As at the date hereof, DMBH Client may submit the following certificates of residency:

- W8 – W8 BEN Form (in the case of individuals) or W8 BEN E Form (in the case of legal persons)

If the Client holds any US securities in the account for financial instruments, the submission of the W-8BEN form with DMBH will enable the Foreign Broker to apply a reduced tax rate to income from US sources.

Important:

Decision to submit the W8 form or any other certificate of residency is the Client's right; the final decision about submission of any certificate of residency is made by the Client.

Redemption of securities without consideration

The Client should remember that under the law of certain countries (e.g. USA) there are possibilities to cancel (redeem) shares without consideration and the risk that Polish tax authorities will not qualify this action as meeting the definition of disposal of a financial instrument.

Risk of taxation of income from certain types of entities listed in foreign markets

The Client should be aware that under the law of some countries (e.g. USA) income from the disposal of securities admitted to trading in foreign markets issued by a special purpose vehicle admitted to trading, the so-called publicly traded partnership (not present in Polish law), may be subject to tax or additional fees.

In such a case, this tax or fee will be collected in accordance with the law of the issuer's country using the principle of withholding tax, leading to a decrease in the Client's income. DMBH is not a payer (remitter) of such tax or fee, nor does it participate in the process used to calculate and collect it.

When investing in the above-mentioned securities, the Client should expect a risk of achieving a return on investment lower than expected.

Risk of taxation following materialization of exchange rate risk

The rules for settling capital gains earned by a natural person, including from purchase or sale of foreign securities, are set out by the Personal Income Tax Act of 26 July 1991 (Journal of Laws 2012.361, as amended ("PIT Act").

In accordance with the PIT Act, for foreign securities, for tax purposes, the purchase or sale price of foreign securities is determined in accordance with applicable regulations ("PIT Act") in Polish zlotys at

the average exchange rate announced by the National Bank of Poland (NBP) as applicable on the day preceding the date of settlement of the transaction.
Therefore, the Client should expect that, for tax purposes, exchange rate differences may affect the final financial result of an investment. In particular, the Client may incur a loss on an investment in the currency of the transaction, but show a profit for tax purposes in the Polish zloty as a consequence of the above-mentioned exchange rate risk, and vice versa.

Income from disposal of financial instruments against payment
Income earned from the disposal of financial instruments against payment and from the exercise of rights arising from such instruments is subject to tax in accordance with the PIT Act, and is not payable through DMBH.

V. RISK FACTORS SPECIFIC TO INDIVIDUAL FINANCIAL INSTRUMENTS THAT ARE NOT SUBJECT TO MARGIN REQUIREMENTS

CHARACTERISTICS OF FINANCIAL INSTRUMENT	SELECTED RISK FACTORS
BONDS A debt security issued in a series, whereunder the issuer undertakes to the purchaser (bondholder) to fulfil a specified monetary or non-monetary consideration. A bond consists of nominal and coupon parts. The nominal part is the nominal value of a bond paid by the issuer on the redemption day, irrespective of the price paid by the investor for the bond. The coupon part is the interest the issuer pays on the borrowed capital (except for zero-coupon bonds). Types of bonds: in respect of interest rate: *Fixed interest rate bonds* – their interest rate is specified at the time of issue and does not change in the investment term. *Variable interest rate bonds* – their interest rate is specified as a benchmark (e.g. inflation rate, interest rate) plus a margin. The interest rate fluctuates during the term of the investment. *Zero-coupon bonds* – bonds which do not bear any interest, sold below the nominal price at which they are redeemed on the redemption day. in respect of redemption date *Short-term* – the term of investment is 5 years or shorter. *Medium-term* – the term of investment is between 5 and 10 years. *Long-term* – the term of investment is above 10 years. in respect of issuer *Treasury bonds* – issued by the State Treasury, *Municipal bonds* – issued by cities, towns and municipalities, *Corporate bonds* – issued by enterprises. in respect of country of issue *Domestic* – issued under Polish law, *Foreign* – issued under the law of the issuer's country.	**THE MOST IMPORTANT RISK FACTORS:** **Macroeconomic risk** **Political risk** **Market risk** **Liquidity risk** In case of corporate bonds, also: **Industry risk** **Issuer risk** **Credit risk** **Specific risks:** **Interest rate risk** – a change in interest rates has direct impact on the yield of a bond for redemption and at the same time direct impact on the price of the bond on the market on which it is quoted. In general, an increase in interest rates means an increase in bond yields and a decrease in the price of bonds in the market calculated as a percentage of face value, and a decrease in interest rates means a decrease in bond yields and an increase in the price of bonds. If the price of bonds falls below the purchase price, the Client will incur a loss on the investment when they are sold. The price of zero-coupon and fixed-interest-rate bonds is generally more sensitive to changes in interest rates than the price of variable-interest-rate bonds. For variable-interest-rate bonds, an increase in interest rates translates into an increase in the coupon paid by their issuer. The market price of variable-interest-rate bonds is less affected. **Risk of change in issuer or country rating**– in the case of corporate bonds rated by a recognized rating agency, a change in the rating of a series of bonds held by an investor, another series of bonds issued by the same issuer or the issuer itself usually translates into a change in bond yields and affects the credit risk of the issuer. A rating downgrade can lead to an increase in bond yields and a decrease in the price of bonds in the market calculated as a percentage of face value, which generates a loss for the holder of such bonds. In the case of treasury bonds and a downgrade in the rating assigned to the issuer's country, the risks associated with such bonds increase, particularly credit risk. When this happens, it may generally lead to an increase in bond yields and a decrease in the price of bonds in the market calculated as a percentage of face value, which generates a loss for the holder of such bonds.

CHARACTERISTICS OF FINANCIAL INSTRUMENT	SELECTED RISK FACTORS
	Early redemption risk Some bonds may be subject to early redemption if the issuer so decides, in particular in the terms of the bond issue. In such a case, the investor may not earn the rate of return on investment that would have been achieved if the bonds had been held until the redemption date. ***DMBH pays particular attention to:*** **Issuer credit risk** for corporate bonds and other bonds not backed by a guarantee of redemption by the State Treasury or the government of the issuer's country. In the terms of issue the issuer may stipulate that receivables from bonds being issued by the issuer, if unsecured, will be satisfied in the case of the issuer's bankruptcy or liquidation after all other claims of the issuer's creditors have been satisfied. **In this situation, the investor may not recover the whole invested capital or may recover only a small portion of the capital (subordinated bonds).** **Legal Risk and Risk of the language in which the information is prepared** – in the case of foreign bonds (for a detailed description, see Chapter *IV Additional risk factors for foreign financial instruments*). The provisions of foreign law may regulate the rights of bondholders differently than the Polish law, which may in particular affect the possibility of satisfying claims from bonds, also in the event of bankruptcy or liquidation of the issuer, the payment of interest, early redemption, etc. This risk may be exacerbated by the limitation of available information materials in the Polish language, which may have a direct impact on the awareness of the bondholder's rights and obligations or the timeliness of fulfilment of these obligations as a result of lack of or hindered ability to read them and the occurrence of interpretation errors or differences in the meaning of terms or definitions provided in a foreign language.

CHARACTERISTICS OF FINANCIAL INSTRUMENT	SELECTED RISK FACTORS
PARTICIPATION UNITS OF INVESTMENT FUNDS Financial instruments that represent the rights to the assets of an open-ended investment fund (OEIF) or specialized open-ended investment fund (SOEIF). A participation unit ("PU") represents the value of the fund's net assets per unit of participation ("NAV") and, as such, does not have a fixed value, but is subject to change depending on the value of the assets held by the fund. Any Client may become an OEIF participant, while only entities specified in an SOEIF's Articles of Association or meeting the conditions set out therein may become SOEIF participants. PUs are not securities, are not listed in a regulated market, and are not issued by the fund in series (unlike investment certificates issued by closed-ended investment funds). PUs are purchased through payments that a participant makes to the fund at the NAV price as of the date of purchase. PUs are sold through their repurchase by the fund at the NAV price as of the repurchase date, each time based on the Client's instruction. The fund runs the purchase and redemption process on a continuous basis (unlike closed-ended funds). The principles of the investment policy and the asset classes in which the fund invests are specified in the Articles of Association of the fund. In particular, these may be the following asset classes or combinations thereof: shares, bonds, money market financial instruments, deposits, others. OEIFs or SOEIFs, as collective investment schemes, are subject to regulation in the following scope: – determine the types and classes of financial instruments the fund may invest in, – concentration of assets in the fund, – share of derivatives. The above restrictions affect the investment policy of the fund and how it is implemented. The PU value depends on how the fund implements its investment policy, which policy translates into the fund's net asset value.	**THE MOST IMPORTANT RISK FACTORS:** **Macroeconomic Risk,** **Political Risk,** **Industry Risk,** **Market Risk.** Credit Risk and Issuer Risk – these are limited due to the concentration limits applicable to the fund's assets. In general, the lower the concentration limits, the lower the credit risk and issuer risk. **Specific risks:** **Investment policy risk** – the fund's investment performance is a consequence of the investment policy. Inappropriate policy assumptions have a direct impact on the achievement of the investment objective expressed as the expected rate of return on investment over a specified period of time (NAV growth) and a direct impact on the PU valuation and volatility. **Management risk** – the implementation of the investment policy depends on the appropriateness of investment decisions, risk management and the anticipation of the market situation by the fund's manager(s). Important elements also include the timing of investment decisions and the timing and manner of response to events that do not conform to the fund manager's expectations and assumptions. Incorrect assumptions adopted for investment decisions made by the fund's manager(s) or events that are inconsistent with the fund's managers' expectations can lead to performance of the fund that does not meet the investor's expectations. The investor should be aware that the implementation of an investment policy is affected by a human error and results obtained within an analogous investment policy pursued by different managers may vary. In addition, the investor should be aware that the past performance of the fund and its manager is no guarantee of future performance. The measure of an assessment of a fund's management and investment policy is the achievement of the fund's investment objective, expressed as the rate of return which the fund intends to achieve over a specified period of time, or investment performance above a reference rate set by the fund, the so-called benchmark, which may be a measurable reference level appropriate to the nature of the fund, e.g. an index, interest rate, etc. The fund's management and investment policy should be assessed positively if the fund's performance is equal to or higher than the adopted rate of return or investment objectives over an assumed period of time, e.g. annually. The assessment should be negative if the results are negative and do not cover the Client's costs of initial investment.

CHARACTERISTICS OF FINANCIAL INSTRUMENT	SELECTED RISK FACTORS
General breakdown of OEIFs/SOEIFs: Per type, asset structure and nature of investment policy (model division): – equity, – hybrid, – debt, – money market. Per investment objective: – aggressive growth, – balanced growth, – global economy, – equity: small, medium and large companies, commodities, dividends, etc., bonds, treasury bonds, money market, – other.	**PU market valuation risk** – the value of PUs is subject to change in connection with the assets in which the fund invests its assets. A change in value may result from adverse changes in the prices of the fund's assets or improper fund management or investment policy. **Redemption liquidity risk** – the investor should expect that the possibility to redeem PUs may be restricted. In certain situations, such as low liquidity of assets in the fund's portfolio, the fund may temporarily suspend the redemption of fund units. In addition, the investor should remember that PUs are not transferable to third parties, but are inheritable. **Asset concentration risk** – in some situations, such as in the case of funds investing in a limited number of classes of financial instruments (e.g. equity funds investing in small and medium-sized companies), there may be a risk of concentration of assets in a given class even if the concentration limits for financial instruments of a single issuer are met, which, given the limited liquidity of financial instruments held by the fund, leads to an increase in the risk of the Client's inability to close an investment in a given fund. **Risk of the fund's assets valuation method** – this risk arises in the wake of a change of methods used to determine and publish capital market indices that are benchmarks adopted by a given fund. **Risk of inability to close the investment** – under certain conditions, the investment fund may suspend the redemption of units for 2 weeks, and with the approval of the Polish Financial Supervision Authority for up to 2 months, if in the last two weeks the aggregate value of the units repurchased and the units requested to be repurchased exceeds 10% of the value of the fund's assets, or if a reliable valuation of a significant portion of the fund's assets is impossible.

<table>
<tr><th>CHARACTERISTICS OF FINANCIAL INSTRUMENT</th><th>SELECTED RISK FACTORS</th></tr>
<tr><td>ETFs
ETF (Exchange Traded Fund – a fund listed on a stock exchange) – it is an open-ended investment fund listed on a regulated market (WSE or other foreign regulated markets) which is to reflect the performance of a given stock index or a selected group of financial instruments (basket).
The functioning of ETFs is regulated like in the case of other investment funds: in the EU – by EU directives and national regulations, and in the case of funds listed in other foreign markets, in accordance with provisions applicable in the venue of their quotation.
A characteristic feature of ETFs is the ongoing (daily) origination and redemption of units, called participation titles. Participation titles are quoted on a regulated market on the same conditions as other securities.
A fund's participation units are originated:
– in the primary market – by purchasing from a distributor or offeror,
– in the secondary market (stock exchange) – by concluding a respective transaction with the issuer's market maker which performs the central role in the process of the manufacturing or redemption of ETFs. On the basis of an agreement with a fund, the market maker provides on a daily basis information on the net balance of the fund's titles. On the basis of such information the participation titles are created or redeemed by the fund.
General breakdown of ETFs:
– simple – index- or basket-based, or similar, funds that directly replicate an index by purchasing the financial instruments that make up the index or basket, but without using any derivatives,
– complex – with an embedded financial instrument – such funds are based solely on derivative instruments or use a leverage mechanism;
In respect of portfolio structure
– index funds – mirror an index or sub-index,
– basket funds – mirror a specified basket of financial instruments.
In respect of securities type:
– equity, bonds, mixed (hybrid),
In respect of a geographical structure:
– country; regional, global.</td><td>Investing in ETFs involves all the risk factors specific to the underlying instrument which the ETF replicates (risks specific to shares in the case of a shares index ETF or bonds in the case of a bond index ETF), and risks specific to foreign financial instruments. In the case of ETFs mirroring a share or bond index, as in the case of shares and bonds themselves, the most important risk factors include macroeconomic, political, market, liquidity, industry, issuer, and credit risks.
ETFs are to mirror the behavior of a given stock market index or basket of the underlying instrument. A decrease in the value of the index or basket whose behavior the ETF is to reflect means a decrease in the ETF price and an increase in the index translates into an increase in the ETF price. The risks specific to investments in ETFs, in particular the risk of inaccurate replication of the underlying instrument, as described below, may cause that the rate of return on an ETF may differ from the rate of return on the index or basket of the underlying instrument.

Specific risks:
ETF issuer risk
The Client should be aware that the issuer of ETFs may be investment firms, investment fund companies or other financial entities specializing in the issuance of ETFs. In this case, it is important to evaluate such an entity as an ETF issuer in the context of issuer risk and the quality of the applicable investment policy.
Risk of inaccurate replication of the underlying instrument – the Client should be aware of the risk of inaccurate replication of an index or a selected group of financial instruments as a result of:
– improper selection of financial instruments by a fund,
– rules of charging fees for asset management which lower the net asset value per participation title,
– liquidity risk of represented financial instruments or financial instruments which make up ETF
and at the same time, a failure to obtain a rate of return on ETF at a level analogous to a represented index or basket of an underlying instrument.
The risk assessment measure referred to above is the value of inaccuracy of replication of the index or basket of underlying instruments. To be considered a positive measure, the net asset value (NAV) of the ETF should be equal to, or slightly different from, the difference between the value of the underlying instrument or benchmark and the ETF's management costs (management costs, fees and commissions incurred to replicate the underlying instrument/benchmark).
Operational risk – in the case of ETFs, the operational process of daily creation and redemption of participation titles consists of several phases, the purchase of financial instruments for the purpose of representing an index or basket being the final phase. Therefore, the operational risk increases because of the range of activities which must be taken up in a strictly defined timeframe and sequence.
Risk of the fund's assets valuation method – this risk arises from a change in the methods used to determine and publish capital market indices which are the basis for the benchmark adopted by a given fund.</td></tr>
</table>

CHARACTERISTICS OF FINANCIAL INSTRUMENT	SELECTED RISK FACTORS
	Liquidity risk – in the case of ETFs that mirror non-major market indices, there is an increased liquidity risk associated with lower investor interest in the indices themselves as measures of market behavior and, consequently, in the ETFs that replicate them. In general, the liquidity of ETFs: – reflecting major indices (e.g. WIG20) is greater than the liquidity of ETFs reflecting other indices (e.g. WIG 40), – in established foreign markets is greater than in local markets. **DMBH pays particular attention to compound ETFs using financial leverage:** A characteristic of leveraged ETFs is synthetic replication (based on forwards and futures contracts). In the case of leveraged ETFs, the leverage effect is only realized over one-day horizon by reflecting in the ETF price the multiplication of the daily performance of the underlying index by the value of the leverage ratio (e.g. L2; L3). In the event of an unfavorable market situation (decline in the underlying index over consecutive trading days), the Client may incur disproportionate losses of capital up to substantial or total loss.
SHARES Equity securities issued in series and reflecting the ownership right to a portion of the company's assets. By purchasing shares, a shareholder acquires: – property rights: the right to dividends, the right to subscribe to new issue shares, the right to the company's assets upon dissolution or liquidation, and – corporate rights: the right to attend general meetings, the right to information, the right to vote and other rights. Regulated trading covers shares that do not have a tangible form (are dematerialized) and are not preferred shares.	The price of shares, as an ownership right to a portion of the company's assets, depends on the current financial situation of the company as expressed by its financial results or measured by fundamental analysis indicators, as well as expectations about the future situation and performance of the issuer. Publication of certain information, such as financial results lower than expected, downgraded earnings forecasts or other events that adversely affect the company's current or future financial situation, usually leads to a decline in the prices of shares. Events that cause the share price to fall below the purchase price mean that the investor has to accept a loss. Positive information, such as financial results better than expected, better forecasts, new contracts and other events that positively affect the current or future financial situation of the company, leads to an increase in the prices of shares. An increase in the share price above the purchase price means a profit on the investment for the investor. The economic situation and investor sentiment, among other factors, also have a significant impact on share prices. Periods of higher uncertainty usually see an outflow of capital from the equity market as investors seek safer ways to invest their assets. Periods of higher uncertainty are also characterized by higher volatility in share prices. An outflow of capital from the equity market often means a decline in share prices that is not always justified by the current situation of the company. On the other hand, in periods of low uncertainty, investors show lower risk aversion and are more willing to buy shares, which often translates into an increase in their prices.

CHARACTERISTICS OF FINANCIAL INSTRUMENT	SELECTED RISK FACTORS
	THE MOST IMPORTANT RISK FACTORS: **Macroeconomic risk** **Political risk** **Market risk** **Liquidity risk** **Industry risk** **Issuer risk** **Credit risk.** In addition, since the share price is affected by many factors, a detailed description of the risks is provided in *Chapter III. Risks generated by financial instruments admitted and not admitted to trading in a regulated market and Chapter IV Additional risk factors for foreign financial instruments.* In the case of foreign shares, the risks specific to foreign financial instruments presented in Chapter *IV Additional risk factors for foreign financial instruments* should also be taken into account.
RIGHTS TO SHARES ("RTS") Securities that give the right to receive new shares issued by the company. The financial instrument is used in the case of companies whose shares have been admitted to trading on a regulated market. They emerge upon the allotment of shares from a new issue and expire upon the registration of the shares in the NDS or upon the date on which the decision of the registry court refusing to enter the share capital increase in the register becomes final. Within this timeframe, RTS may be traded in a regulated market in Poland. Once the capital increase is registered, RTS are automatically converted into shares, and the new issue shares are assimilated with the listed shares. RTS do not grant rights tantamount to the ownership of shares. In the case of foreign markets, it may happen that RTS are not used due to the different mode of share issuance and the different share capital increase process.	RTS are a share-like instrument, however RTS holders do not have the corporate and property rights enjoyed by the company's shareholders. The factors that shape RTS prices, and thus the profit and loss from the instrument held, and the factors affecting prices of shares are basically the same. **THE MOST IMPORTANT RISK FACTORS:** The same risks that affect the shares: **Macroeconomic risk** **Political risk** **Market risk** **Liquidity risk** **Industry risk** **Issuer risk** **Credit risk.** ***Specific risks:*** **Risk of the court's refusal to register or delay in registering an increase in the share capital** – when a competent court refuses to register new issue shares, there is a risk that the issue will not be organized – in this situation, the issuer must return the funds to the holder of RTS. A delayed registration of new issue shares may lead to a delay in the conversion of RTS into shares and a temporary lack of RTS market valuations and possibility to sell them in regulated trading until registration. **<u>DMBH pays particular attention to:</u>** **Liquidity risk** – as RTS are admitted to trading in a limited number (corresponding to the number of new issue shares), the Investor should expect an increased liquidity risk. In the case of low liquidity, there is a high risk that RTS will be sold for a price lower than the actual value of the RTS as reflected by the financial situation of the issuer, or during some periods RTS cannot be sold for a price acceptable to the Client.

CHARACTERISTICS OF FINANCIAL INSTRUMENT	SELECTED RISK FACTORS
	Market risk – due to limited liquidity and the risk of non-registration of the issue, the investor should expect an increase in the volatility of the RTS price during the listing period.
SUBSCRIPTION RIGHTS (PRs) A property right arising from shares which gives an existing shareholder the right to subscribe for new issue shares in proportion to the number of shares already held. PR's value depends directly on the price of a share to be acquired in accordance with the subscription right. PRs can be traded independently in an organized market. The timeframe for trading is precisely defined and usually covers a period of up to 19 days. Under Polish law, PRs are securities only during the period of admission to regulated trading within 14 days, while being traded independently. An investor who has acquired PRs in secondary trading and holds them in a securities account on the date specified by the issuer acquires the right to take up new issue shares on the same terms as an investor who acquired this right by virtue of holding shares in the issuer.	A PR is a property right that entitles existing shareholders to subscribe for shares of a new issue. The PR price depends on its value, which in turn depends directly on the price of the shares which the PR holder is entitled to acquire under the PRs. The PR value is deducted from the share price on the day following the day of determination of the PRs. Accordingly, on the first day after the PR determination day, the reference share price is adjusted by the notional value of the PRs. The number of PRs required to acquire one new share is determined by the issuer. The purchase of a selected number of new issue shares may require the purchase of additional PRs in the market. To exercise the PRs (subscribe for new issue shares), subscription for new issue shares must be submitted. With the subscription for new issue shares comes the obligation to pay for the shares subscribed for by the investor. If the PR holder chooses not to exercise the PR, the instrument expires without any legal consequences for its holder. **THE MOST IMPORTANT RISK FACTORS:** The same risks that affect the shares: **Macroeconomic risk** **Political risk** **Market risk** **Liquidity risk** **Industry risk** **Issuer risk** **Credit risk.** ***Specific risks:*** **Risk of listing time** – in the event that PRs are admitted to trading on a regulated market, the purchaser must be aware that PRs are listed on a regulated market only in a strictly defined time. If the PR purchaser does not intend to subscribe for new issue shares in their full amount, the purchaser must be aware that the disposal of PRs after the listing period is not possible and that the purchaser will not receive any payment thereafter. **<u>DMBH pays particular attention to:</u>** **Liquidity risk** – as the number of PRs is limited, the investor should expect increased liquidity risk, which is generally higher for PRs issued by companies with small capitalizations, a smaller number of authorized shares or a limited number of free float shares. In case of low liquidity, there is a high risk that PRs will be sold for a price lower than their notional value, or during some periods it will not be possible to sell PRs for a price acceptable to the Client or close to the PR notional value. **Market risk** – subscription rights quotations are often characterized by significant price fluctuations and are highly correlated with the share price as at the PR quotation date. In general, the higher the increase in the share price on a PR quotation date, the higher the expected PR price.

CHARACTERISTICS OF FINANCIAL INSTRUMENT	SELECTED RISK FACTORS
INVESTMENT CERTIFICATES (“ICs”)OF CLOSED-ENDED INVESTMENT FUNDS Securities issued by closed-ended investment funds (“Fund” or “CEIF“”) in series. ICs represent property rights of fund participants (participation in a closed-ended investment fund). An investment certificate represents the value of the CEIF's net assets (“NAV”) per certificate as of a valuation date. The value of a certificate is not fixed but is changing over time depending on the value of the assets of the fund shaped by how the fund is managed and its investment policy is implemented. NAV per certificate is calculated periodically on a date of valuation of the fund's assets. In the case of CEIFs domiciled in Poland, in accordance with applicable laws, NAV must be determined once every 3 months or more frequently. In general, in the case of a CEIF whose investment policy provides for investing in financial instruments, valuation is carried out on a monthly basis. The value of certificates depends on how Fund implements its investment policy, which translates into the Fund's net asset value. The certificate holder has a title to a portion of income and revenues of a given fund (if articles of association of a given fund allow so) and may participate and vote in the investors board or at the investors meeting, as well as the certificate holder may have a subscription right to acquire new issue certificates. Certificates can be traded on a regulated market. Articles of association and an issue prospectus or information memorandum (in the case of public funds), or terms and conditions of issue (in the case of non-public funds) stipulate rules and conditions of conducting an investment policy and classes of assets in which a fund invests. In particular, these may be the asset classes or combinations thereof indicated below: – shares, bonds, stock market indices, commodities, currencies, derivative rights, open-ended fund participation units, ETFs, etc. General breakdown: In respect of the manner of distribution: – public, – non-public.	The results of the CEIF's investment policy translate into changes in the prices of ICs listed in the market. The CEIF's good performance reflected in a NAV increase (for example, investments in ventures that yielded a high rate of return) translates into an increase in the IC price in the market. If the IC price rises above the purchase price, the investor earns a profit. The poor performance of the CEIF reflected by a decline in NAV (for example, the bankruptcy of a company in which the Fund has invested) translates into a decline in the price of listed ICs in the market. If the IC price falls below the purchase price, the investor must accept a loss on the investment. Investors should be aware that the Fund's past performance is not a guarantee of future performance and that the only reasonable valuation of the ICs is NAV per certificate. In the periods between NAV determination dates, the IC price in a regulated market may change, and the IC price is mainly affected by the liquidity and market risks involved. **THE MOST IMPORTANT RISK FACTORS:** **Macroeconomic risk** **Political risk** **Liquidity risk** **Industry risk** As investments cover different asset classes and because of diversification of assets, issuer risk and credit risk are of lesser importance in the case of CEIFs, except for funds with low asset diversification (concentrated funds). **Specific risks:** **Investment policy risk** – investment performance of a Fund depends on its investment policy. Inappropriate policy assumptions have a direct impact on the achievement of the investment objective expressed as the expected rate of return on investment over a specified period of time (increase in IC net asset value) and a direct impact on the IC price in regulated trading (in the case of public CEIFs) and its volatility. **Management risk** – the implementation of an investment policy depends on the appropriateness of investment decision, risk management and the anticipation of a market situation by the CEIF manager(s). The investor should be aware that the implementation of an investment policy is affected by a human error and results obtained within an analogous investment policy pursued by different managers may vary. **IC market valuation risk** – due to limited liquidity, there is a risk that the price obtainable from a transaction in the regulated market will be lower than the current valuation of the fund's net assets. **Risk related to assets under the fund's custody** – in accordance with applicable laws and regulations, assets are kept at the depositary bank. A possible risk may arise in the case of bankruptcy of the depositary bank.

CHARACTERISTICS OF FINANCIAL INSTRUMENT	SELECTED RISK FACTORS
Per type, asset structure and nature of investment policy (model division): – equity, – hybrid, – debt, – money market, – other: real estate, securitization, absolute rate of return, etc. Per investment objective: – aggressive growth, – capital growth, – global economy, – equity: small, large companies, concentrated, – bonds, treasury, money market, – other. A Client who wants to close investments in ICs submits the ICs for redemption to the fund, and the fund redeems them. The Articles of Association of a closed-ended investment fund specifies the prerequisites, procedure and conditions for redemption of investment certificates, as well as the timing and method of making announcements about redemption of certificates. In the case of ICs admitted to regulated trading, the Client, in addition to the possibility of presenting the ICs for redemption and cancellation, may sell (or purchase) them where the certificates are listed for the price quoted in that market.	**Risk related to the settlement of transaction by the fund** – asset purchase transactions entered into by a Fund are settled by the depositary bank. A possible risk may materialize in the case of bankruptcy of the custodian bank or a failure to perform or an undue performance of obligations by the entity. **DMBH pays particular attention to:** **Investment policy risk and Manager risk** and for ICs admitted to regulated trading to: **IC market valuation risk** – in this case, the Client should, before buying or selling ICs, get to know the last valuation of net assets per certificate due to the risk that the price obtainable from a transaction in the regulated market may be lower than the current valuation of the fund's net assets, in particular if IC liquidity is low. **Risk of failure to redeem certificates on time** – in special cases, a situation may arise when the fund, due to the lack of liquidity of the fund's assets, cannot dispose of them and, as a result, may not be able to redeem all the ICs submitted for redemption. **Liquidity risk** – the investor should take into account the limited possibility of selling or buying ICs in a regulated market as a result of the limited number of IC holders and the inability to sell or buy ICs without exerting a significant effect on the level of market prices, and the investor should also expect a risk that IC redemption is only possible on dates set out in the Articles of Association. In case of low liquidity, there is a high risk that ICs will be sold for a price lower than NAV per IC or during some periods it will not be possible to sell ICs for a price acceptable to the Client or close to the last NAV. Financial leverage risk – in connection with the financial leverage effect, an investor holding ICs issued by a Fund that invests in derivative instruments needs to consider the risk of amplified financial losses incurred by the Fund in an amount disproportionate to the capital invested by the Fund, if, as a result of adverse market changes, the Fund is obliged to supplement the margin supporting open positions in derivative instruments or to close them at prices disadvantageous to the Fund.

CHARACTERISTICS OF FINANCIAL INSTRUMENT	SELECTED RISK FACTORS
STRUCTURED PRODUCT ("SP") A financial instrument under which the issuer undertakes to the purchaser (Client) that at the maturity of the instrument it will pay the Client a settlement amount calculated according to a certain formula. An SP is a hybrid financial instrument composed of at least two assets: a basic one (underlying), which generates a fixed and certain income (e.g. a bond or deposit), and one or more derivatives (an option or a forward or futures contract), which are designed to provide a profit. The value of an SP depends on the value of selected market index/indices on which the formula for calculating the repurchase price is based, most often the price of shares or baskets of shares, the value of stock market indices, etc. In respect of final settlement method, SPs are divided into: – SPs with a full or partial capital guarantee – in case of unfavorable changes and failure to achieve investment objectives, the investor receives all or part of the invested capital, – SPs without a capital guarantee – the investor receives the net asset value as of the redemption date.	The outcome of an investment in SPs depends primarily on the design of the instrument and market conditions. The impact of market conditions on the payout profile and the formula for calculating the repurchase price are presented by the issuer of the SP in question. In adverse market conditions, depending on the SP design, it may guarantee either full or partial capital protection, or none at all. In favorable market conditions, an SP may offer a limited or theoretically unlimited rate of return on investment. **THE MOST IMPORTANT RISK FACTORS:** All risk factors affecting the financial instruments that are components of a structured product, and: **Market risk** – the price of a financial instrument is affected not only by the change in the price of the structured product itself, but also the risk associated with changes in the prices of the financial instruments used to create the SP. In this case, the risk specific to financial instruments that are components of an SP should be taken into account accordingly. **Liquidity risk** – the investor should expect that the possibilities to sell or buy a structured product in a regulated market may be restricted as the number of SP holders is limited and SPs cannot be sold or purchased without exerting a significant impact on the level of market prices. In the case of low liquidity, there is a high risk that a structured product will be sold for a price lower than the SP valuation or during certain periods SPs cannot be sold for a price acceptable to the Client or close to the last valuation. **Risk of financial leverage** – in the case of using the financial leverage effect, the investor holding a structured product of the Issuer which invests in derivative instruments must take into consideration the risk of amplified financial losses incurred by the Issuer in an amount disproportionate to the capital invested by the Issuer (including the prospect of its total forfeiture) if, as a result of adverse market changes, the Issuer is obliged to supplement the collateral set to secure open positions in derivative instruments or to close them at prices disadvantageous to the Issuer. **Issuer credit risk** – if the issuer becomes insolvent or goes bankrupt before the final settlement day, the investor may not recover the invested capital. In this situation, the guarantee of invested capital on the redemption day is null and void. **Risk of losing the capital guarantee** – in the case of SPs with capital guarantee on the redemption day and an earlier withdrawal from an investment by redemption of an SP, the investor must take into account the risk that the capital guarantee could be lost.

CHARACTERISTICS OF FINANCIAL INSTRUMENT	SELECTED RISK FACTORS
WARRANTS A warrant is a financial instrument whose price depends on the price of the underlying instrument. An option warrant gives its holder the right to buy or sell a specific number of a specific underlying instrument (or monetary consideration), at a fixed price and on a specific date. There are also subscription warrants, which give the right to subscribe for shares in future issues at the strike price. The issuer of a warrant is a single defined legal entity, so there is no possibility for the purchaser of the warrant to take a short position. Two types of warrants are distinguished: *Buy warrant ("call")* – it gives its purchaser the right to either buy the underlying instrument for the contractual price or receive monetary consideration, when the current price of the underlying instrument is higher than the contractual price. *Sell warrant ("put")* – it gives the purchaser the right to either sell the underlying instrument for the contractual price or receive monetary consideration, when the current price of the underlying instrument is lower than the contractual price. Warrants are also classified by exercise date: *American* – it gives its purchaser the right to receive the amount due from the issuer during the entire listing period of the warrant, *European* – it gives its purchaser the right to receive the amount due only on the last day of the warrant listing period (expiration date), *Atlantic (Bermuda)* – it gives its purchaser the right to receive the amount due on dates specified by the issuer.	Investing in warrants involves the payment of a fee (called a premium) when an instrument is purchased. This premium is a payment to the purchaser of a warrant for the warrant issuer's willingness to fulfil its obligations under the instrument at expiration. The maximum loss which a warrant purchaser can incur is limited to the premium paid. If a call warrant is purchased: – if the settlement rate is lower than or equal to the strike rate, the loss is equal to the premium paid, – if the settlement rate is higher than the strike rate and lower than or equal to the strike rate plus the premium, then the loss is equal to the settlement rate less the strike rate and premium (the loss is lower than the premium paid), – if the settlement rate is higher than the strike rate plus the premium, the profit is equal to the settlement rate minus the strike rate and the premium. An investment in call warrants reaches breakeven (generates profit) when the settlement price is greater than the strike price plus the premium paid. Theoretically, the profit on an investment in call warrants is unlimited, and the loss is limited to the amount of premium paid. If a put warrant is purchased: – if the settlement rate is higher than or equal to the strike rate, the loss is equal to the premium paid, – if the settlement rate is lower than the strike rate and higher than or equal to the strike rate minus the premium, then the loss is equal to the settlement rate less the strike rate and premium (the loss is lower than the premium paid), – if the settlement rate is lower than the strike rate minus the premium, the profit is equal to the strike rate minus the settlement rate and the premium. An investment in put warrants reaches breakeven (generates profit) when the settlement price is lower than the strike rate minus the premium paid. The profit on an investment in put warrants cannot be higher than the strike price minus the premium paid, and the loss is limited to the premium paid. **THE MOST IMPORTANT RISK FACTORS:** All risk factors affecting the financial instruments for which a warrant is issued: **Specific risks:** **Market risk** – market risk for warrants is affected by both the risk of changes in their prices and the risk associated with changes in the value of the underlying instrument, since the price of a warrant depends on the value of its underlying instrument. **Liquidity risk** – the investor should expect limited liquidity in warrant trading in a regulated market and the inability to conclude transactions without significantly affecting the level of the market price of the warrant. **Issuer credit risk** – if the issuer becomes insolvent or goes bankrupt before the final settlement date, the investor may lose part or all of the capital invested in the warrants and fail to exercise the right under the warrant held.

VI. FINANCIAL INSTRUMENTS WITH AN OBLIGATION TO PROVIDE A SECURITY DEPOSIT (MARGIN)

A characteristic feature of the financial instruments with an obligation to provide a security deposit (margin) is the FINANCIAL LEVERAGE effect. Before investing in such instruments, the Client should be aware that the financial leverage effect occurs, and may have an adverse impact on the Client's investments in case of changes in the price of the financial instrument that are unfavorable to the Client, which may lead to disproportionate losses in relation to the **invested capital, up to its total loss, or even to a loss in excess of the invested capital**.

The obligation to make a margin payment is associated in particular with the following financial instruments:

– index units ("IU") and options – margin payment is only required if IUs or options are issued,
– futures contracts – the purchase or sale of a futures contract.

General information on security deposits (margin)

– To conclude a transaction involving a financial instrument with the obligation to make a margin payment, the Client must make a margin payment in the amount determined by DMBH.
– A margin payment must be paid in cash. DMBH determines the minimum margin payment for particular types of financial instruments. If the margin declines below the minimum margin amount set by DMBH, the Client's will have to supplement it.
– If, after DMBH makes final settlements after a session or trading day, the Client's margin for concluded transactions or positions held falls below the minimum level, the Investor will be obliged to replenish it to the margin level required by DMBH no later than 15 minutes before the start of the next trading session for such financial instruments.
– If the margin is not replenished by the Client, DMBH, under the authorization granted by the Client in the Agreement or a separate statement, will have the right to:
  1) close certain open derivatives positions of the Investor, selected by DMBH,
  2) sell the financial instruments selected by DMBH and held in the Investor's accounts, and cover the amount due to DMBH from the funds thus obtained, or
  3) satisfy DMBH's claims from the funds in the Investor's cash account.
– Detailed rules for depositing, maintaining and supplementing the margin, and DMBH's actions related to concluding transactions in financial instruments to which the margin obligation is attached are set out in the relevant regulations.

DESCRIPTION OF THE FINANCIAL LEVERAGE MECHANISM

Financial leverage is a quantity expressed as the ratio of the actual value of a financial instrument to the capital contributed by the Client as margin at the time the transaction is concluded. This means that the Client can enter into transactions with a nominal value significantly exceeding the margin, i.e. the value resulting from such leverage.

The amount of leverage (also referred to as multiplier), in the case of financial instruments traded in a regulated market, is disclosed to the public in accordance with the standard applicable to the derivative instrument in question, terms of issue and trading or other documents of similar nature. Such information is made available to Clients through DMBH, on the website of the entity that organizes the regulated market or admits instruments to regulated trading.

Example:
Leverage (L) marked as: 1:10.
This means that the Client may enter into transactions having a nominal value of 10 units, but is required to pay a minimum capital as margin equal to one unit (in other words, margin = 10% of the nominal value of a transaction).

<u>Therefore, the leverage effect consists in the possibility that the Client, as a result of small changes in the price of a financial instrument, may experience disproportionate (above average) losses or gains in relation to the invested capital.</u> **<u>Changes in the price of a financial instrument that are unfavorable to the Client may lead to a partial or total loss of the margin, or even to losses significantly exceeding the value of the margin payment</u>**.

In general, the greater the leverage, the greater the risk of multiplication of financial losses (or gains) disproportionately to the invested capital.

CHARACTERISTICS OF FINANCIAL INSTRUMENT	**SELECTED RISK FACTORS**
INDEX UNITS ("IU") These are derivatives that reflect percentage changes in the value of a given stock market index and thus allow for making an investment equivalent to the purchase of a portfolio composed of the shares included in that index. IUs are asymmetrical financial instruments – the rights and obligations of their issuer and buyers are not equal. The buyer of an index unit pays the price of the unit (premium) to its issuer. The IU issuer takes a short position similar to a short position in derivatives. The issuance of IUs is associated with the obligation to provide a security deposit (margin) and to replenish it in the event of unfavorable market changes, as well as the possibility of incurring disproportionate losses in relation to the invested capital in the event of unfavorable market changes. Purchasers of units can close their positions in two ways – either by issuing an index unit or by exercising an index unit (the party taking the short position is randomly selected). The issuer can close the position by purchasing the index unit. The IU price depends on the value of the stock market index. An increase in the prices of shares included in the index leads to an increase in the value of the index and an increase in the IU price. Similarly, a decrease in the prices of shares in the index translates into a decrease in the IU price. In the case of acquiring (taking a long position in) IUs, an increase in the IU price leads to a profit, while a decrease in the IU price is associated with a loss. Similarly, in the case of selling (taking a short position in) IUs, an increase in the IU price leads to a loss, while a decrease in the IU price is associated with a profit.	**THE MOST IMPORTANT RISK FACTORS:** All risk factors affecting the financial instruments for which an IU is issued: **Specific risks:** **Unit issuing risk** – the investor issuing an IU (taking a short position) must take into account the possibility of financial losses exceeding the value of the invested capital if, as a result of unfavorable market changes, it becomes necessary to meet the obligations arising from the position taken. When issuing IUs, the risks inherent in derivatives should be taken into account. In addition, regardless of the will of the investor, IUs issued by the investor may be drawn to exercise a unit. **Risk of distant expiration date** – in the case of distant expiration date of index units, there is a risk that the underlying index will cease to be calculated. **Unit exercise risk** – the risk associated with the fact that the investor who exercises a unit receives a settlement amount based on the value of the index as at the opening of the market on the following day and does not know it at the time the unit was submitted for exercising. In this case, the investor is exposed to the risk of a change in the value of the index between the closure of the session on the day the unit was submitted for exercising and the opening on the following day. **DMBH pays particular attention to the fact that this financial instrument is asymmetrical, and the issuer is additionally exposed to the risk of financial leverage and losses arising from the leverage effect, while the buyer is exposed up to the amount of the premium. In addition, in the case of IUs, DMBH pays attention to:**

	Market risk – market risk in the case of index units is affected by both the risk of changes in their prices and the risk associated with changes in the value of the underlying instrument, since the price of index units depends on the value of the underlying instrument. The price of a unit reflects the effect of supply and demand and does not always reflect the behavior of the index. **Liquidity risk** – the investor should expect that IU liquidity may be limited as the number of investors issuing IUs is limited.
FORWARD AND FUTURES CONTRACTS (“FFCs”) These are derivative financial instruments which are a contract between two parties, one of which undertakes to buy and the other to sell, at a specific future date (expiration date) and for a specific price determined at the time the transaction was concluded, a specific quantity of the underlying instrument or to make an equivalent cash settlement. The underlying instruments for FFCs can be stock market indices, shares, bonds, currencies, etc. In the case of the Polish regulated market, the underlying instruments are indices, selected shares and currencies – instead of delivery of the underlying instrument, equivalent cash settlement is used. FFCs are symmetrical derivative instruments – investors taking a long or short position have equal rights and obligations. Both parties to an FFC transaction are obliged to fulfil their obligations arising from the positions taken. The seller of an FFC (who takes a short position) expects the price of the underlying instrument to fall. The buyer of an FFC (who takes a long position) expects the price of the underlying instrument to rise. Settlement between the parties to an FFC transaction, including the need to cover the obligations arising from the positions taken, is carried out daily after the end of the trading session with reference to the settlement price of the FFC series in question. The FFC rate is quoted in points, while the price is the product of the rate and the multiplier applicable under the relevant standard. Therefore, in the case of FFCs, the investor faces a leverage effect. In the case of purchase (taking a long position in) of an FFC, an increase in the price of the FFC leads to a profit, while a decrease generates a loss: • if the settlement rate is lower than the FFC buy rate, the loss is equal to the product of the multiplier applicable under the relevant standard and the difference between the FFC buy rate and the settlement rate, • if the settlement rate is equal to the FFC buy rate, there is no profit or loss; • if the settlement rate is higher than the FFC buy rate, the profit is equal to the product of the multiplier applicable under the relevant standard and the difference between the settlement rate and the FFC buy rate.	**THE MOST IMPORTANT RISK FACTORS:** **All risk factors for the underlying instrument** and: **Specific risks:** **Market risk** – market risk for FFCs is affected both by the risk of changes in their prices and by the risk associated with changes in the value of the underlying instrument, since the FFC price depends on the price of the underlying instruments. In this case, risks specific to the underlying instrument should be taken into account accordingly. In addition, the price of an FFC reflects the impact of supply and demand on these financial instruments and may not reflect the notional value of the underlying instrument, **Financial leverage risk** – due to the leverage effect, an investor investing in FFCs must take into account the possibility of amplification of financial losses disproportionately to the invested capital (margin), including the possibility of its total loss, if as a result of unfavorable market changes the investor will need to replenish such margin to secure open positions or to close them. **Liquidity risk** – the investor should take into account the limited liquidity of certain series of FFCs within a given standard, as well as between different standards, e.g. share or bond futures. **Currency risk** – in the case of investments denominated in a foreign currency, losses may be incurred due to changes in exchange rates. **Investing in FFCs is subject to high risk. Before making a decision to invest in FFCs, an investor should learn the design of such FFCs, the rules of trading and the obligations arising from trading in these financial instruments, as well as the investor should have the experience necessary to properly assess the level of risk.**

In the case of sale of (taking a short position in) FFCs, an increase in the FFC rate leads to a loss, while a decrease generates a profit: • if the settlement rate is higher than the FFC buy rate, the loss is equal to the product of the multiplier applicable under the relevant standard and the difference between the settlement rate and the FFC buy rate, • if the settlement rate is equal to the FFC buy rate, there is no profit or loss, • if the settlement rate is lower than the FFC buy rate, the profit is equal to the product of the multiplier applicable under the relevant standard and the difference between the settlement rate and the FFC buy rate. FFCs are issued in series within the relevant FFC standard, i.e. in series that cover FFCs having the same underlying instrument and settlement method, but different expiration dates. The contracting party is required to pay a margin, the minimum value of which is determined by the clearing house (NDS).	
OPTIONS An option is a financial instrument being a derivative (or option contract) the value of which depends on the price of the underlying instrument for which the option has been issued. Underlying instruments for options can be, among other things, indices, shares, currencies, futures contracts, interest rates or bonds. An option is an asymmetrical derivative – the option writer and the option buyer do not have equal rights and obligations. The buyer of an option has the right (but not the obligation) to buy or sell the underlying instrument in a specified number (or equivalent cash consideration), for a fixed price and on a precisely determined future date. In exchange for the right, the buyer pays a premium (the so-called option premium). The buyer of the option always buys the option (takes a long position). The maximum profit of the buyer is unlimited, while the maximum loss is limited to the amount of the premium paid. The option writer – the opposite side of the buyer – has the obligation (but not the right) to buy or sell the underlying instrument in a specified number (or equivalent cash consideration), for a fixed price and on a precisely determined future date. The option writer receives a premium from the buyer (option premium). The option writer always sells the option, i.e. takes a short position. The maximum profit of the writer is limited to the amount of the premium received, **while the maximum loss can be unlimited**. When buying or selling an option, the investor should expect the financial leverage effect resulting from the adopted multiplier specific to the option in question. The leverage (multiplier) is presented in the information defining the standard of a given option.	**KEY RISK FACTORS:** **All risk factors for the underlying instrument** and: **Specific risks:** **Option pricing risk** – the investor should take into account the fact that there is no clear, general way to price an option before the expiration date, which may result in a discrepancy between the valuation of the option used by the investor and its market price. **Option buyer risk** – an investor which buys options must admit the possibility of financial losses limited to the amount of invested capital (loss of premium). **Option writing risk** – an investor which writes options must expect the possibility of financial losses exceeding the value of the invested capital and, in addition, its replenishment, since **the theoretical value of losses in connection with writing an option, in the event that, as a result of unfavorable market changes, there is a need to meet the obligations arising from the position taken, is unlimited**. Potential losses are compounded by the financial leverage effect. **Timing risk** – the price of an option depends on the time remaining until its exercise. The approaching expiration date can cause the value of certain types of options to fall while the price of the underlying instrument remains unchanged. **DMBH pays particular attention to the fact that this is an asymmetrical financial instrument, and the writer is additionally exposed to the risk of leverage and the risk of leverage losses, while the buyer of the option is exposed to the risk up to the amount of the premium. In addition, in the case of options DMBH pays attention to the following facts:**

Investing in options involves the payment of a fee (premium) at the time the instrument is purchased. This premium is a payment made by the buyer of an option for the willingness of the writer to fulfil its obligations under the instrument at expiration.

When a call option is purchased (taking a long position):

- if the settlement rate is lower than or equal to the strike rate, the loss is equal to the premium paid,
- if the settlement price is higher than the strike price and lower than or equal to the strike price plus the premium, the loss is equal to the settlement price less the strike price and the premium (the loss is lower than the premium),
- if the settlement price is higher than the strike price plus the premium, the profit is equal to the settlement price minus the strike price and the premium.

A long position in a call option reaches breakeven (generates profit) when the settlement price is higher than the strike price plus the premium paid. The profit from a long position in call options is theoretically unlimited, and the loss is limited to the premium paid.

When a put option is purchased (taking a long position):

- if the settlement rate is higher than or equal to the strike rate, the loss is equal to the premium paid,
- if the settlement price is lower than the strike price and higher than or equal to the strike price less the premium, the loss is equal to the strike price less the settlement price and the premium (the loss is lower than the premium),
- if the settlement price is lower than the strike rate minus the premium, the profit is equal the strike price minus the settlement rate and the premium.

A long position in a put option reaches breakeven (generates profit) when the settlement price is lower than the strike price less the premium paid. The profit on a long position in put options cannot be higher than the strike price minus the premium, and the loss is limited to the premium paid.

When a call option is written (taking a short position):

- if the settlement price is lower than or equal to the strike price, the profit equals the premium received,
- if the settlement price is higher than the strike price and lower than or equal to the strike price plus the premium, the profit is equal to sum of the strike price and the premium received less the settlement price (the profit is lower than the premium received),

Liquidity risk – the investor should expect limited liquidity in trading in some options and the inability to close the position at a price expected by the investor. The liquidity of an option can be correlated with their exercise date, and, generally, the closer to the exercise date, the higher the liquidity of the option should be, and options on major indices are generally more liquid than options on shares or bonds. Liquidity can also depend on the regulated market in which options are traded – in mature equity markets option liquidity can be higher than in less developed equity markets.

Market risk – in the case of options market risk is affected by both the risk of changes in their prices and the risk associated with changes in the value of their underlying instrument, as well as valuation of options based on a notional option pricing model.

Currency risk – in the case of investments denominated in a foreign currency, losses may be incurred due to changes in exchange rates.

<u>Investing in options is subject to high risk.</u> Before making a decision to invest in options, an investor should have knowledge of the design of options, the principles of option pricing, the rules of trading and the obligations arising from trading in these financial instruments, as well as the investor should have the experience necessary to properly assess the level of risk and learn basic option strategies to hedge positions in these financial instruments and reduce the risk of financial loss.

• if the settlement price is higher than the strike price plus the premium, the loss is equal to the settlement price minus the strike price and the premium. A short position in a put option reaches breakeven (generates profit) when the settlement price is lower than the strike price plus the premium received. The profit from a short position in put options is limited to the amount of the premium received, **while the loss is theoretically unlimited**. When a put option is written (taking a short position): • if the settlement price is higher or equal to the strike price, the profit equals the premium received, • if the settlement price is lower than the strike price and higher than or equal to the strike price minus the premium, the profit is equal to the sum of the settlement price and the premium received minus the strike price (the profit is lower than the premium), • when the settlement price is lower than the strike price minus the premium, the loss is equal to the sum of the settlement price and the premium received minus the strike price. A short position in a put option reaches breakeven (generates profit) when the settlement price is higher than the strike price less the premium received. The profit from a short position in put options is limited to the amount of the premium received, while the loss is limited to the amount of the strike price minus the premium. The most common options in regulated markets are options on indices or selected securities (shares). In the regulated market in Poland, the underlying instruments are shares and the WIG 20 index. Obligations associated with these are only performed by cash settlement. An option writer must pay and replenish a margin (or close the options). Options are listed in series which cover all options of a given type with the same exercise date.	

VII. RISK FACTORS ASSOCIATED WITH CERTAIN BROKERAGE SERVICES

1. ACCEPTING AND TRANSMITTING AND EXECUTING ORDERS TO BUY OR SELL FINANCIAL INSTRUMENTS

Investing in financial instruments entails, first of all, risks specific to individual financial instruments. In addition, DMBH identifies the following risk factors occurring when the above-mentioned services are used, regardless of the risks specific to the individual financial instruments covered by such services:

- Operational risk related to the failure to execute or non-timely/incorrect execution of the Client's order by DMBH as a result of an employee error, an irregularity in the process covered by the services, or unreliability of the IT system of DMBH or the entity to which the order has been forwarded for execution.

In this case, the Client should be aware that the occurrence of the event referred to above may result in delay, non-execution or incorrect execution of the Client's order or incorrect settlement or clearing of the concluded transaction. As a result, the Client may incur a financial loss. The principles of DMBH's liability in this respect are set out by the relevant services terms & conditions and applicable laws and regulations.

- Risks associated with the Client's use of advanced IT tools (e.g. a trading platform) with varying functionalities to place orders independently. The Client should, before placing an order on their own, thoroughly examine the operation and functionality of such IT tool in order to ensure that the order being placed will correctly reflect the Client's investment decision.
- The risk of the Client placing an order inconsistent with the Client's investment decision due to the Client's insufficient knowledge of the types of orders in a given market and the trading rules defined by the entity running the market (e.g. the WSE), which may result in the non-execution of such an order or the execution of an order that is inconsistent with the Client's investment decision.

2. INVESTMENT ADVISORY SERVICES

DMBH identifies the following major risk factors associated with the use of the investment advisory services:

Risk of the range of financial instruments

The Client should be aware that the investment advisory services are provided only with respect to financial instruments which the Client may purchase through or in a transaction with DMBH, and therefore may not cover all financial instruments that represent the Client's investment spectrum.

Risk of validity of recommendations

A recommendation is valid until it is revised by DMBH. The Client should be aware that the execution of a recommendation after its validity date involves the risk of its inappropriateness and financial losses.

Risk of mismatch between recommendations and the model portfolio

DMBH provides investment recommendations as model portfolios, together with specification of the recommended structure of shares of individual components in the Clients' portfolio. The Client should be aware that the result from an investment may be different than expected if the composition of the portfolio is not adjusted to the model portfolio or if other financial instruments not covered by the recommendations are acquired.

Risk of inappropriate recommendation

Insufficient Client's data

Investment recommendations are prepared on the basis of the Investment Strategy, which defines the range of financial instruments that may be covered by investment recommendations and other restrictions on the type of recommended financial instruments, investment objectives or investment horizon.

The strategy is determined on the basis of information provided by the Client in the questionnaire used to conduct a suitability assessment, the purpose of which is to adapt the services provided to the Client's individual situation and thus to act in the Client's best interests. There is a risk that the recommendations provided to the Client will not take into account the Client's individual situation; such a risk arises, in particular, if there is a significant change in the Client's knowledge, investment experience, financial situation, investment objectives, investment horizon and the Client fails to inform DMBH of such change;
The Client should be aware of the need to disclose to DMBH any information affecting the implementation of the Investment Strategy, otherwise it may not reflect the actual status.

Inadequate assessment of investment trends by DMBH

The Client should be aware that investment recommendations are issued by DMBH with reasonable care, which means that they are prepared and submitted in accordance with internally accepted standards for their preparation, covering in particular objectivity, proper documentation of the premises being the basis for issuance of the recommendation, and the Client's best interests.
However, DMBH's inadequate assessment of the financial instrument, the direction of market changes, the economic situation of the issuer, etc. and the related recommended investment behavior may cause the investment results to be worse than expected; in particular, there is a possibility that the originally invested capital can be lost.

Operational risk

Operational risk is related to the incorrect execution of the recommendation process as a result of employee error, irregularities in the process covered by the services or unreliability of the DMBH IT system.
In this case, the Client should be aware that the occurrence of an event referred to above may result in the lack or delay of an investment recommendation or the issuance of an incorrect recommendation. As a result, the Client may incur a financial loss. The principles of DMBH's liability in this respect are set out by the relevant services terms & conditions and applicable laws and regulations.

VIII. ADDITIONAL INFORMATION ON THE RISKS ASSOCIATED WITH BAIL-IN (WRITE-DOWN OR CONVERSION) OF LIABILITIES OR EQUITY INSTRUMENTS

Key information

On 9 October 2016, the Act of 10 June 2016 on the Bank Guarantee Fund, Deposit Guarantee Scheme and Compulsory Resolution ("**BGF Act**") came into force. The BGF Act implements into Poland's legal system Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms ("**BRRD**"). The BGF Act sets out, among other things, rules for the bail-in of liabilities and equity instruments issued or offered by such entities. This means that the provisions of the BGF Act also apply to DMBH as certain obligations of DMBH and equity instruments that Clients may purchase using DMBH's brokerage services may be either redeemed or converted. In addition, DMBH may advise on equity instruments or provide other services related to equity instruments that may be subject to bail-in.
Accordingly, DMBH provides below general information on certain powers of the compulsory resolution authority, which, under the provisions of the BGF Act, is the Bank Guarantee Fund (the **"Fund"**), and the impact that the exercise of these powers may have on the rights and obligations of Clients, including those related to equity instruments included in own funds (equity) under the relevant regulations. An example of such capital instrument

are subordinated bonds, referred to in Part V of this document (V. Bonds, selected risk factors).

Powers of the Fund

The Fund issues a decision on the commencement of compulsory resolution or a decision on the write down or conversion of capital instruments if the following conditions are met:

a) the entity in question is at risk of bankruptcy,
b) there is no indication that possible supervisory action or the entity's actions will remove the threat of bankruptcy in a timely manner, or
c) actions towards the entity are necessary for reasons of public interest.

Pursuant to the BGF Act, in the event of compulsory resolution the Fund may use the following instruments:

a) takeover of the enterprise,
b) establishment of a bridge institution,
c) bail-in (write-down or conversion) of liabilities, and
d) separation of property rights. The Fund may also issue a decision on the write down or conversion of capital instruments issued by the entity under resolution.

When using the **enterprise takeover** instrument (item (a) above), the Fund may issue a decision on the takeover by another entity of the entire enterprise of the entity under resolution (e.g. an investment firm), selected or all its property rights or selected or all liabilities or interests (shares).

Interests (shares) in an entity under resolution or its enterprise, or an organized part of it, may be transferred to a bridge institution established to this end (item (b) above) within the framework of use of the bridge institution instrument by the Fund.

Transfer under the above instruments of compulsory resolution do not require the consent of the owners, debtors or creditors of an entity under resolution towards which those instruments have been applied. Consequently, such transfer may take place without the consent of the Clients as potential owners or creditors of such entity.

Under the instrument of write down or conversion of liabilities (e.g. liabilities of an investment firm toward its clients), the Fund may write down all or selected liabilities of an entity under resolution or convert them into interests (in particular shares). The write down or conversion of liabilities is carried out in a prescribed order, which is different from the order of satisfaction of liabilities under bankruptcy proceedings.

In addition, under the BGF Act, the Fund is entitled to write down or convert capital instruments where the conditions laid down in the BGF Act are met. Please note that in certain situations these may be equity instruments held by DMBH's Clients, acquired in the course of using brokerage services provided by DMBH.

The impact of actions carried out by the Fund in exercise of its rights under the BGF Act, including those described above, on capital instruments and rights and obligations relating to them or on other liabilities of an entity under resolution will depend on multiple factors, including:

a) type of the instrument or liability and
b) related order of application of write down or conversion or satisfaction of liabilities, which may change in the course of compulsory resolution.

Effects of bail-in

As a result of actions taken by the Fund, the value of capital instrument held by Clients of DMBH may be reduced or written down, even to zero. The same may occur for capital-instrument-related liabilities of an entity covered by actions of the Fund. Capital instruments may be converted into shares or other interests in the entity.

The application of instruments of compulsory resolution (described above in the heading Powers of the Fund) to a given entity may reduce the possibilities of satisfaction by that entity of its liabilities, including liabilities related to capital instruments (e.g. payment of interest on bonds). The actions taken in the course of compulsory resolution may also affect the terms and conditions of capital instruments (e.g. maturity date) and the payments of any amounts due may be suspended.
In accordance with the BGF Act, the creditors and owners must not incur a loss that is higher that the loss which they would have incurred had the entity under resolution been liquidated under standard procedure related to insolvency (e.g. bankruptcy proceedings). Creditors and owners who have been satisfied as a result of compulsory resolution to a lesser extent than they would have been satisfied in insolvency proceedings have a supplementary claim against the Fund. This means that in some cases you may have a right to receive a supplementary benefit. Such supplementary benefit may be paid after the maturity date of a capital instrument (similar delays of recovery may also occur in bankruptcy proceedings).
In light of the above, taking actions by the Fund under the BGF Act, including the application of compulsory resolution tools, may result in the total or partial loss of funds invested by Clients in a specific capital instrument, including a capital instrument purchased through DMBH or which is covered by an investment recommendation prepared by DMBH.
Additionally, the commencement by the Fund of actions under the BGF Act or a suggestion that they can be taken may affect the market behaviors towards capital instruments issued by a given entity, including their prices. The liquidity of the secondary market of such capital instruments may be susceptible to fluctuations.

Disclaimer
The above information is general in nature, simplified and does not take account of specific circumstances of the Client’s situation.
DMBH does not provide legal advisory services. Hence, notwithstanding the above, given the high complexity of the regulations described in this document, it is reasonable to contact a legal advisor to clarify any doubts or potential impact of these regulations on the Client's rights and obligations in a specific situation (transaction).
Moreover, please be informed that the Client’s rights and obligations connected with capital instruments may be affected by remedies and instruments used by compulsory resolution authorities in other Members States of the European Union, which can slightly differ from those laid down in the BGF Act. Moreover, the law of countries other than Members States of the European Union may provide for the use of legal instruments and remedies comparable to those that are based on BRRD.

IX. RISKS ASSOCIATED WITH BENCHMARKS

In the case of exchange transactions on index futures contracts for which the product manufacturer (according to PRIIP) is the Warsaw Stock Exchange, there are risks associated with the use of reference indices (benchmarks) in these contracts.
Examples of benchmarks: WIG20, WIG30,WIG40, WIG80, WIGESG, WIGTECH, WIGGAMES, the administrator of which is the company GPW Benchmark S.A.
Certain benchmarks, including their methodology, may be subject to changes made by the administrator of a given benchmark for regulatory or business reasons; the administrator of a given benchmark may decide to discontinue its development or the competent authority may revoke the administrator's authorization to provide a given benchmark;

Benchmarks may cease to be published or provided in their entirety.

RISK OF A CHANGE TO THE METHODOLOGY USED BY THE ADMINISTRATOR TO PROVIDE A BENCHMARK

The provider of a given benchmark, acting on the basis of its authorization as part of its professional activity, is entitled to make a change to the benchmark provision methodology in accordance with the procedure set out in the benchmark documentation published by the administrator on its website and in the procedures of the benchmark administrator.

A rationale for making a change in the benchmark provision methodology for the administrator may be, for example, the need to adapt the benchmark provision methodology to the requirements of the BMR Regulation*, the guidelines of the supervisory authority, an analysis of the base market for stock market indices or an analysis of input data for stock market indices. The change made by the administrator in the benchmark provision methodology may result in a change in the benchmark's value.

Increasing or decreasing the value of a benchmark as a result of the administrator's change in the method of its provision may affect the value of the mutual benefits of a futures contract / contract entered into, the settlement of which is based on that benchmark.

THE RISK OF CEASING TO PROVIDE A BENCHMARK BY AN ADMINISTRATOR ON A PERMANENT OR TEMPORARY BASIS

The entity that provides a given benchmark in the course of its professional activity is entitled to cease to provide the benchmark permanently using the procedure described in the benchmark documentation published by the administrator on its website, subject to authorizations of supervisory authorities in that scope.

The administrator may decide to discontinue the provision of a benchmark, in particular, for business reasons (lack of market interest, change in the economic reality, the measurement of which was the purpose of the benchmark), as well as for other reasons, such as when it is impossible or difficult to obtain input data or data for parametrization of the benchmark calculation method, or when it is not possible to provide stock market indices that comply with the law.

Information on the discontinuation of provision of the benchmark, along with an indication of its effective date, is published on the administrator's website.

The consequence of a permanent or temporary cessation by the administrator of provision of the benchmark may be the inability to determine the value of the mutual benefits of a futures contract based on the current value of the benchmark on which the contract is based.

** REGULATION (EU) NO. 2016/1011 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No. 596/2014.*

The information is effective from: 30/09/2024

POLICY OF ACTING IN THE CLIENT'S BEST INTEREST AND EXECUTING ORDERS SUBMITTED BY DMBH CLIENTS

POLICY OF ACTING IN THE CLIENT'S BEST INTEREST AND EXECUTING ORDERS SUBMITTED BY DMBH CLIENTS

1 This policy governs the rules for the execution and transmission of client orders by the Brokerage Department of Bank Handlowy ("DMBH"), aimed at obtaining the best possible results for clients. The rules for combining and allocating orders are set out in a separate procedure.

2 DMBH executes or transmits a client's orders in accordance with the provisions of the brokerage services agreement, the regulations and this policy. If DMBH is not a participant, member or client of the trading venue where financial instruments offered by DMBH are traded, DMBH will transmit the client's orders related to such instruments to another investment firm that is a participant, member or client of the relevant trading venue for execution. In the case of financial instruments offered by DMBH that are not traded through a trading venue, DMBH – depending on the nature of such instrument – will forward the client's order to the relevant entity for execution, or execute the client's order by concluding a transaction or sales agreement. The above rules apply accordingly to other execution venues other than trading venues.

An execution venue means a regulated market, an alternative trading system (ATS), an organized trading facility (OTF), an entity that systematically internalizes trades, a market maker, another entity that provides liquidity for financial instruments, or an entity that performs in a third country a function similar to those performed by the above-mentioned entities.

A trading venue means a regulated market, an ATS or an OTF.

1) Periodically, however at least once a year, DMBH establishes and verifies the execution venues available for financial instruments offered by DMBH. Where for a given financial instrument there is more than one execution venue, DMBH will assess the quality of execution provided by the available venues and take a decision to select for execution of client orders those venues which, in the opinion of DMBH, will consistently achieve the best possible results for clients. In the process to select a venue, DMBH first takes into account the factors set out in item 4 (1) – (2) according to their weights, and, in addition, DMBH takes into account, in the following order and corresponding to their weights, the following factors:

a) DMBH's ability to obtain and maintain access to the execution venue directly or through another investment firm, and the impact of the cost of providing adequate access on the final cost of execution of orders on this venue, paid by clients,

b) available settlement systems,

c) past trading interruptions,

d) the volume and value of unrealized transactions,

e) identified delays in settlements of transactions,

f) timeliness of transmission of transaction conclusion confirmations, documents or communications used as the basis of settlement,

2) DMBH evaluates the quality of order execution by execution venues as a whole, in particular on the basis of information published by these venues,

3) in case there is only one execution venue for a given financial instrument or the other venues do not consistently provide the best possible results for the client, DMBH uses one execution venue for a given financial instrument. In such a case, DMBH notifies this venue to the client during placing orders, and uses this venue without the need to have the selection of the

venue confirmed by the client or asks the client to select this venue – depending on the channel used for placing orders,

4) the rules for the determination, verification and selection of execution venues set out in points 2.1 and 2.2 apply as appropriate to entities to which DMBH transmits orders for execution.

3 Execution venues used for execution of client orders:

1) Subject to item 3(3), the main order execution venues used by DMBH in Poland are:

a) regulated market operated by Giełda Papierów Wartościowych w Warszawie S.A. (Warsaw Stock Exchange) ("WSE"),

b) regulated market operated by BondSpot S.A. ("BondSpot"),

c) alternative trading system ("ATS") – organized by WSE or BondSpot.

2) Entities to which DMBH transmits client orders for execution are:

a) Bank Handlowy w Warszawie S.A., operating on the interbank market in case of treasury bonds,

b) respective transfer agent/investment fund company for participation units of open-ended investment funds,

c) relevant foreign broker for financial instruments admitted to trading on foreign trading venues,

d) relevant issuer, writer or seller of the financial instrument for financial instruments other than those indicated in a) – c) above which are offered by DMBH at a given time.

The following tables show the execution venues or entities used for various categories of financial instruments that are covered by orders submitted by both retail and professional clients. DMBH does not execute client orders leading to execution of transactions financed with the use of securities, i.e. in particular leading to securities or commodities lending or borrowing, and therefore does not specify execution venues for such transactions.

Table 1: Order execution venues used for orders to buy or sell financial instruments submitted **by professional clients** who have signed an agreement with DMBH:

Agreement on the execution of orders for the purchase or sale of financial instruments for a client for whom a direct NDS participant that is a bank maintains a securities account or Agreement on the execution of orders for the purchase or sale of financial instruments and delivery of financial instruments and guarantee of payment by a foreign broker:

Execution venue / **Financial instrument category**			**WSE**	**BondSpot**	**ATS of WSE**	**ATS of BondSpot**
1. Equity instruments – shares – depositary receipts	1.1	Liquidity fluctuation bands for minimum price change 5 and 6 (2,000 or more transactions per day)	**X**	–	**X**	–
	1.2	Liquidity fluctuation bands for minimum price change 3 and 4 (between 80 and 1,999 transactions per day)	**X**	–	**X**	–
	1.3	Liquidity fluctuation bands for minimum price change 1 and 2 (between 0 and 79 transactions per day)	**X**	–	**X**	–
2. Debt instruments	2.1	Bonds	**X**	**X**	–	
	2.2	Money market instruments	–	–	–	–
3. Currency derivatives	3.1	Futures and options admitted to trading on the trading venue	**X**	–	–	–
	3.2	Swaps, forwards and other currency derivatives	–	–	–	–
4. Equity and index derivatives	4.1	Options and futures admitted to trading on the trading venue	**X**	–	–	–
	4.2	Swaps and other equity derivatives	–	–	–	–
5. Exchange traded products (ETFs, exchange traded securities and exchange traded commodities)			**X**	–	–	–
6. Other financial instruments			–	–	–	–

Table 2: Order execution venues used for orders to buy or sell financial instruments submitted **by retail and professional clients** who have signed with DMBH:

Agreement for acceptance and transmission as well as execution by DMBH of orders to buy or sell financial instruments and for maintenance of securities accounts, registers and cash accounts.

Execution venue / Financial instrument category			WSE	BondSpot	ATS of WSE	ATS of BondSpot
1. Equity instruments – shares – depositary receipts	1.1	Liquidity fluctuation bands for minimum price change 5 and 6 (2,000 or more transactions per day)	X	–	X	–
	1.2	Liquidity fluctuation bands for minimum price change 3 and 4 (between 80 and 1,999 transactions per day)	X	–	X	–
	1.3	Liquidity fluctuation bands for minimum price change 1 and 2 (between 0 and 79 transactions per day)	X	–	X	–
2. Debt instruments	2.1	Bonds	X	X	X	X
	2.2	Money market instruments	–	–	–	–
3. Interest rate derivatives	3.1	Futures and options admitted to trading on the trading venue	X	–	–	–
	3.2	Interest rate swaps, forwards and other derivatives	–	–	–	–
4. Currency derivatives	4.1	Futures and options admitted to trading on the trading venue	X	–	–	–
	4.2	Swaps, forwards and other currency derivatives	–	–	–	–
5. Equity derivatives	5.1	Options and futures admitted to trading on the trading venue	X	–	–	–
	5.2	Swaps and other equity derivatives	–	–	–	–
6. Exchange traded products (ETFs, exchange traded securities and exchange traded commodities)			X	–	–	–
7. Other instruments			–	–	–	–

The following tables show the entities to which DMBH transmits orders for execution with respect to particular categories of financial instruments for orders submitted by both retail and professional clients.

Table 3: Sample table showing the entities to which orders to buy or sell financial instruments are transmitted, taking into account the category of financial instruments for professional clients who have signed with DMBH:

Agreement on execution of orders to buy or sell foreign financial instruments for a client for whom the bank maintains a register of foreign financial instruments:

Financial instrument category / Execution venue			Broker 1	Broker 2	Broker 3
1. Equity instruments – shares – depositary receipts	1.1	Liquidity fluctuation bands for minimum price change 5 and 6 (2,000 or more transactions per day)	X	X	X
	1.2	Liquidity fluctuation bands for minimum price change 3 and 4 (between 80 and 1,999 transactions per day)	X	X	X
	1.3	Liquidity fluctuation bands for minimum price change 1 and 2 (between 0 and 79 transactions per day)	X	X	X
2. Exchange traded products (ETFs, exchange traded securities and exchange traded commodities)			X	X	X
3. Other financial instruments			–	–	–

Table 4 Entities to which orders to buy or sell financial instruments are transmitted for retail and professional clients who have signed with DMBH: *Agreement on execution by DMBH of orders to buy or sell foreign financial instruments and on maintenance of registers and cash accounts.*

Financial instrument category / Execution venue			SAXOBANK [Foreign Broker]
1. Equity instruments – shares – depositary receipts	1.1	Liquidity fluctuation bands for minimum price change 5 and 6 (2,000 or more transactions per day)	X
	1.2	Liquidity fluctuation bands for minimum price change 3 and 4 (between 80 and 1,999 transactions per day)	X
	1.3	Liquidity fluctuation bands for minimum price change 1 and 2 (between 0 and 79 transactions per day)	X
2. Debt instruments	2.1	Bonds	
	2.2	Money market instruments	
3. Exchange traded products (ETFs, exchange traded securities and exchange traded commodities)			X
4. Other financial instruments			–

Upon a reasonable request of the client, DMBH will provide the client or prospective client with detailed information on the entities to which DMBH transmits orders for execution.

3) DMBH executes orders on trading venues or transmits them for execution on such venues, unless an order relates to instruments not traded on a trading venue or execution of the order outside such venue is permitted by law, and the client has consented to such execution in accordance with item 7 below, and such execution will take place on terms no less favorable than the terms of the trading venue. The last condition does not have to be met in case the client has requested execution of the order outside the

trading venue. DMBH is not obliged to execute the order outside the trading venue. Before obtaining the client's consent to execute the order outside the trading venue, DMBH will inform the client of the risks involved in such execution of the order, in particular the risk that the counterparty may not meet the terms of the transaction.

a) For financial instruments offered by DMBH that are not in trading on a trading venue, DMBH executes client orders in accordance with the rules applicable to the particular instrument covered by the client's order. These rules arise under applicable laws and regulations, and, where appropriate, may be determined by another entity, in particular the issuer, manufacturer or originator of the financial instrument,

b) When DMBH executes the client's order for financial instruments not traded on a trading venue and such order is placed without the client specifying a price, DMBH will determine the fair price for such financial instrument. DMBH determines the fair price by gathering market data it uses to estimate the price of such financial instrument and, if possible, by comparing such instrument with similar or comparable investment products. The above does not apply to instruments for which the transaction price is determined by the issuer, manufacturer, originator or otherwise independently of DMBH.

4) Pursuant to Article 73c of the Act of 29 July 2005 on Trading in Financial Instruments and Commission Delegated Regulation (EU) 2017/576 of 8 June 2016, DMBH prepares and publishes on its website a list of the five best order execution venues in terms of trading volume and information on the achieved quality of order execution. This information is published once a year on the publicly accessible website of DMBH in an electronic format that allows for automated processing.

5) The information is published for all executed client orders divided into retail and professional clients and by category of financial instruments.

6) Along with the above information, DMBH publishes on the Company's website a summary of the analysis and conclusions of the monitoring of the quality of order execution achieved in the previous year.

The BKI Director for professional clients and the BKD Director for retail clients are responsible for the publication of the data referred to in points 4) – 6).

4 Methods used for execution of client orders or their transmission for execution:

1) DMBH executes client orders in accordance with the principle of best execution (BestEx), which is understood as executing orders in the best interests of the client using all reasonable means, knowledge and reasonable care by DMBH for this purpose. Best execution takes into account the following factors:

a) the lowest execution price for buy orders and the highest execution price for sell orders,

b) the lowest execution costs and settlement costs for the client,

c) the probability of execution and in the case of large orders – the probability of execution of the entire order – taking into account the volume of trading in the market, the liquidity of the financial instruments covered by the order and the nature of the order,

d) anticipated time required to execute the order,

e) probability of settlement of the executed transaction,

f) other relevant conditions, specific to the order.

2) the weights of various factors are determined depending on the client category, the type of order, the type of financial instrument and the execution venues to which such an order can be directed:

a) for a retail client and execution venues referred to in item 3(1), DMBH selects the venue that ensures the best price for the client at the lowest costs of order execution and settlement,

b) for a professional client, the highest weight is assigned to the price of execution, followed by the probability of execution of the client's order in its entirety, and then the costs of order execution and settlement.

3) the rules set out in item 4(2) are independent of the type of instrument covered by the order placed by the client,

4) DMBH's obligations set out in item 4(1) do not apply to orders containing detailed terms and conditions specified by the client, in particular in the case of orders submitted electronically, i.e. via Transaction Platform, DMBH On-line Service (“SOD”) or FIX trading, to the extent designated by such detailed terms and conditions, without prejudice to the principle of acting in the client’s best interests,

5) orders that contain detailed terms and conditions under which a given order is to be executed are not subject to best execution to the extent arising from these terms and conditions, without prejudice to the principle of acting in the client’s best interests,

6) In the event of an order for which the client specifies the conditions of execution, specifically when the client submits detailed instructions as to the manner of execution, DMBH is obliged to ensure the best execution within the framework of such detailed instructions of the client, while otherwise the provisions of item 4(1) and (2) only apply to that part of the order for which the client has not specified such conditions,

7) orders with a condition specified by the client: a specific time expected for execution (e.g. over-the-day), a benchmark (e.g. VWAP) or a volume reference (e.g. volume share) are not subject to best execution in accordance with item 4(1) and (2), to the extent of the condition specified by the client, without prejudice to the general principle of acting in the client’s best interests,

8) when the client’s order is to be executed by submitting a number of brokerage orders for execution, the best execution rule applies to the overall aggregate execution of the client's order, and not to partial brokerage orders,

9) Please note that any type of specific instructions from the client as to the conditions of execution of the order may prevent the steps provided for in this policy to achieve the best possible result in the execution of the order with respect to the instruction to which they relate.

5 Execution time

Orders are transmitted for execution without delay, in the sequence in which they are accepted within the respective order receiving channel, unless the order execution conditions specified by the client, the nature of the order or prevailing market conditions require otherwise, or if such a sequence would be contrary to the client's interests.

6 Limit orders:

1) in the case of the client's orders with a price limit for shares admitted to trading in a regulated market or traded on a trading venue (limit orders) that have not been executed immediately due to prevailing market conditions, DMBH will make such orders public without delay in a manner that is easily accessible to other market participants;

2) to the extent of and in accordance with the rules of law, the provisions specified in point 1) above do not apply to large limit orders, compared to the standard market size;

3) the requirement referred to in point 1) above will be deemed satisfied when DMBH transmits the client's limit order for execution in the regulated market or MTF, or DMBH publishes, through an information services provider, the client's limit order that can be readily executed as soon as market conditions permit. DMBH first transmits the limit order for execution in a regulated market or MTF, so that the limit order will be executed as soon as

market conditions permit,

4) unless the agreement concluded with the client contains appropriate provisions, DMBH waives the obligation set out in point 1) above, provided that it has received appropriate instructions from the client in this regard,
5) the instruction referred to in point 4 above may be given as a standing written instruction for all orders placed by the client, as well as it may be provided each time an order is placed, in a form appropriate for placing orders.

7 Trading outside a trading venue:

1) for financial instruments traded on a trading venue, if transactions are to be executed outside the trading venue, DMBH will obtain the client's prior consent to such execution of the client's order,
2) unless the agreement with the client contains appropriate provisions, the consent referred to in point 1) above may apply to all orders submitted by the client and may be provided in writing, as well as it may be given each time an order is submitted, in the form appropriate for submitting orders.

8 This policy does not apply in situations of particularly high price volatility in the market, system failures (both internal DMBH systems and systems of entities operating order execution venues) or force majeure, when the ability to execute an order and its execution time become the most important factors, provided that DMBH may not offer any preferential treatment to any client.

9 This policy does not apply to a client categorized as eligible counterparty in their relationship with DMBH, unless the client requests to be treated by DMBH as a professional or retail client.

10 DMBH will review this policy from time to time, but at least annually. Such review is to determine whether the rules of conduct provided for in the policy, and in particular the factors adopted for selection of the order execution venue or the entity to which orders are transmitted for execution, and their weights, as well as the order execution factors and their weights, ensure that the best possible results are consistently obtained for the client.

11 If circumstances arise that materially affect DMBH's ability to obtain the best possible results for the client in accordance with this policy, DMBH will review the policy prior to the expiration of the period referred to in item 10.

12 With respect to orders covered by this policy, DMBH ensures the opportunity to demonstrate, upon request of the client, that actions are carried out in accordance with DMBH's order execution policy.

13 In cases where DMBH, when transmitting an order to another entity for execution, executes a specific instruction of the client, the execution venue may be selected by the broker through which the transaction is being executed. The foreign broker is obliged to execute orders of DMBH’s clients on a “best execution” basis.

14 Transactions subject to this policy will be monitored and controlled to check if they are executed in accordance with the execution factors and their weights set out in item 4. Monitoring and control also includes the quality of execution ensured by the execution venues and entities to which DMBH transmits orders for execution in accordance with the factors and their weights set out in item 2(1) – (2).

15 If the client submits an order after DMBH has provided the client with this policy, it will be deemed that the client has accepted its provisions.

This policy has been effective since: 30/09/2024.

GENERAL INFORMATION ON THE POLICY OF COUNTERACTING CONFLICTS OF INTEREST IN DMBH

GENERAL INFORMATION ON THE POLICY OF COUNTERACTING CONFLICTS OF INTEREST IN DMBH

The Brokerage Department of Bank Handlowy (hereinafter referred to as "DMBH" or "Bank Handlowy Brokerage Unit") informs the Client that the internal organization of DMBH and other internal regulations of DMBH ensure that potential conflicts of interest are resolved in a manner that does not violate the interests of the Client.

In order to manage potential or actual conflicts of interest, DMBH has implemented the "Regulations on Conflict of Interest Management in the Brokerage Department of Bank Handlowy", which allows for identifying circumstances that constitute or may give rise to a conflict of interest that threatens the interests of one or more clients, with respect to specific investment services or additional services.

In order to comply with its conflict of interest management policy, DMBH implements procedures and measures to prevent or manage such conflicts.

A **conflict of interest** is understood as circumstances known to DMBH which may lead to a contradiction between the interests of DMBH or its related person and DMBH's duty to act diligently and fairly, taking into consideration the best interests of DMBH's clients, as well as circumstances known to DMBH which may lead to a contradiction between the interests of several Clients.

A conflict of interest may arise in particular if DMBH or its related person :

- may obtain an advantage or avoid a loss as a result of at least one Client incurring a loss or failing to obtain an advantage,
- has an objective reason to prefer a Client or group of Clients over another Client or group of Clients of DMBH,
- has an interest that diverges from the interest of the Client in a particular outcome of a service provided to the Client or a transaction conducted on behalf of the Client,
- conducts the same activity as the Client's activity,
- received from a person other than the Client a financial benefit (incentive) other than standard commissions and fees in connection with services provided to the Client.

The term "DMBH" is also understood to include entities within the Citi group of companies, to the extent that DMBH knew or could readily learn of the involvement of such entities. A conflict of interest may arise from specific circumstances surrounding an executed transaction or involvement of DMBH or group companies in various types of economic operations with various Clients.

When managing conflicts of interest, DMBH implements reasonable measures to minimize the negative impact of potential and actual conflicts of interest on the Client. To this end, DMBH:

- ensures adequate information barriers if the flow of information generates the risk of conflict,
- limits the number of persons with access to confidential information and trade secrets to the minimum necessary by introducing procedural and technological restrictions,
- ensures proper supervision over employees whose main duties may generate a conflict of interest,
- removes any direct links between the remuneration of employees of various DMBH organizational units and the results of their work that cause a conflict of interest,
- ensures that an employee is not engaged in activities that may be in conflict of interest if they are performed simultaneously or in a timeframe that does not prevent a conflict of interest,
- ensures proper control of personal transactions of DMBH's employees and members of DMBH's governing bodies to prevent, in particular, employees' orders from being privileged over those of DMBH's clients and to prevent the use of confidential information or trade secrets,

- implements policies on accepting and offering incentives, including informing clients thereon, and on giving and accepting gifts,
- implements rules eliminating the possibility of conflicts of interest arising from serving on Supervisory Boards of companies that are DMBH’s clients or companies covered by analytical reports prepared by DMBH.

Unless DMBH's organization and internal regulations ensure that the Client's interests will not be compromised in the event of a conflict of interest, DMBH informs the Client of existing conflicts of interest related to the services provided to the Client using a durable information carrier and provides services to that Client subject to the Client's consent, under the terms and conditions set out above.

Detailed information may be provided to the Client upon request.

The information is effective from: 30/09/2024

INFORMATION ON THE COSTS THAT THE CLIENT MAY INCUR IF USING THE BROKERAGE SERVICES OF DMBH (EX ANTE COSTS)

INFORMATION ON THE COSTS THAT THE CLIENT MAY INCUR IF USING THE BROKERAGE SERVICES OF DMBH (EX ANTE COSTS)

In connection with the intention to conclude with the Brokerage Department of Bank Handlowy (hereinafter referred to as“DMBH” or “Bank Handlowy Brokerage Unit”) an agreement for the provision of brokerage services with respect to the execution by DMBH of orders for the purchase or sale of financial instruments and the maintenance of an account or register of financial instruments and a cash account (“Agreement”) and the provision of brokerage services by DMBH thereunder (“Services”), DMBH provides information on all costs and fees that the Client may incur as a result of the provision of the Services, including in connection with investments in individual financial instruments that may be purchased or sold under the Services.

This information (“Information”) consists of:

– a general part, covering the characteristics of costs and the conditions that may affect their amounts, and
– scenarios designed to illustrate the amounts of costs and fees and their impact on the return on investment, assuming that a certain amount of money is invested, that the costs of starting and ending the investment are incurred, and that the investment holding period is one year. **These scenarios are not any advice or recommendation related to investing in any financial instruments covered by the services.**

General information – costs of services

– For the Service received, the Client incurs the costs and fees set out in the Table of Fees and Commissions (TFC), and in particular: fees for the purchase or sale of financial instruments, fees for maintenance of the account and registration of financial instruments in the account, and one-off fees for certain actions related to the investor's holding of financial instruments (e.g. fees for documents, etc.). These costs are presented by DMBH in the Information as costs of services.
– The fees and commissions in the TFC are standard amounts. They may be negotiated individually with DMBH, if the TFC so provides. In such a case, the costs incurred by Clients for the same activity or following the conclusion of a transaction are individualized and may vary due to the application of a negotiable rate.
– Fees and commissions incurred by the Client over a certain period of time, e.g. 12 months, may be incurred in different amounts as a result of a change in the rate negotiated during this period, their unilateral reduction or suspension by DMBH (particularly following promotional activities), or the submission of orders through various distribution channels.
– In the case of one-time fees, e.g. for account maintenance or registration of financial instruments, and investments in different financial instruments, it may turn out that some of the costs incurred by the Client are common to individual investments and, thus, the total cost for mixed investments will be lower than the sum of their costs shown in the scenarios.
– The final amount of the costs of services will be paid by the Client for a specific investment decision according to the current rates of commissions and fees or the rate negotiated individually as at that date.

General information – costs related to financial instruments

– In some cases, the information on all costs and fees also includes the costs and fees associated with the financial instrument, in particular in the case of participation units of open-ended investment funds or retail collective investment products.
– In such a case, the scenarios presented by DMBH are based on the actual amount of costs and fees for the indicated investment amounts at the time this information is provided,

taking into account the average rate of the fee incurred by the Client upon purchase of the financial instrument. The costs and fees for financial instruments mentioned above are usually already included in the price of the financial instrument and are not charged separately, but they affect the total cost of the investment and are disclosed to illustrate their impact on the return on investment together with the cost of the services.

General information – payments from third parties

– Separate from the costs of services related to a financial instrument, DMBH presents the amount of possible payments from third parties that DMBH may receive in connection with the Client's investment following the conclusion by DMBH with third parties of agreements for distribution of investment fund units, for offering financial instruments or for any other form of distribution of financial instruments.
– DMBH receives remuneration for the performance of such an agreement (in particular, a handling or distribution fee), the amount of which is determined by the agreement between DMBH and the counterparty, and which depends on the scope of activities performed for the counterparty. If there is such a fee, in addition to the estimated value set out in the relevant scenario below based on the usual rates for such agreements, it will be indicated to the Client prior to submission of an order or subscription, in accordance with the specific agreement with DMBH that is in effect at that time.

SCENARIOS (ILLUSTRATION) OF COSTS DEPENDING ON THE TYPE OF FINANCIAL INSTRUMENT AND THE AMOUNT OF INVESTMENT

The scenarios presented below illustrate the amounts of individual costs that the Client may incur for DMBH's services and their impact on the return on investment, taking into account the following assumptions:

– the actual amount of costs and fees for the indicated investment amounts at the time of providing this information according to standard rates, excluding their reductions arising from promotions or negotiable rates,
– costs that the Client incurs on a one-time or periodic basis are independent of the number of the orders placed and the size of the investment (fees for holding or maintaining a financial instruments account),
– the scenarios do not include:
    a) commissions incurred if the Client decides to close an investment, which, in general, are equal to the commission payable upon the purchase of the financial instrument,
    b) costs of additional functionalities that are not necessary for DMBH to provide the services and for the Client to make an investment, such as access to real-time stock exchange quotations.
– costs associated with the possible transfer of financial instruments based on the Client's instructions are presented separately in Part VIII of this document,
– As the scenarios are for illustration purposes, DMBH additionally, prior to accepting an order, presents a separate statement of all costs and fees for the Client's specific investment, e.g. in the event that DMBH offers financial instruments in the primary market or commences distribution of participation units of a new investment fund, or if the amount of costs and fees is changed during the term of the Agreement.

I. DOMESTIC FINANCIAL INSTRUMENTS – WSE, NEW CONNECT, BONDSPOT

Scenario 1:

- One-time investment in secondary trading on the stock market (WSE) in Poland's market in: **SHARES, RIGHTS TO SHARES (RTS), INVESTMENT CERTIFICATES, OTHER SECURITIES EXCEPT BONDS.**

Investment amount		**PLN 10,000**						**PLN 100,000**					
Distribution channel		**Internet**		**Phone**		**Brokerage Service Point [*PUM*]**		**Internet**		**Phone**		**Brokerage Service Point [*PUM*]**	
Commission rate		**0.39%**		**0.95%**		**1.50%**		**0.39%**		**0.95%**		**1.50%**	
Description		Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %
I. Cost of brokerage services	Brokerage commission	39	0.39%	95	0.95%	150	1.50%	390	0.39%	950	0.95%	1,500	1.50%
	Account maintenance	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
	Securities records	12	0.12%	12	0.12%	12	0.12%	120	0.12%	120	0.12%	120	0.12%
	Total cost of services	**51**	**0.51%**	**107**	**1.07%**	**162**	**1.62%**	**510**	**0.51%**	**1,070**	**1.07%**	**1,620**	**1.62%**
II. Financial instrument cost		0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Total I + II		**51**	**0.51%**	**107**	**1.07%**	**162**	**1.62%**	**510**	**0.51%**	**1,070**	**1.07%**	**1,620**	**1.62%**
III. Payments from third parties		0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Total cost I+II+III		**51.0**	**0.51%**	**107.0**	**1.07%**	**162.0**	**1.62%**	**510**	**0.51%**	**1,070**	**1.07%**	**1,620**	**1.62%**

Scenario 2:

- One-time investment in secondary trading on the stock market (WSE) in Poland's market in: **BONDS**

Investment amount		**PLN 10,000**						**PLN 100,000**					
Distribution channel		**Internet**		**Phone**		**Brokerage Service Point [*PUM*]**		**Internet**		**Phone**		**Brokerage Service Point [*PUM*]**	
Commission rate		**0.19%**		**0.45%**		**1.50%**		**0.19%**		**0.45%**		**1.50%**	
Description		Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %
I. Cost of brokerage services	Brokerage commission	19	0.19%	45	0.45%	150	1.50%	190	0.19%	450	0.45%	1,500	1.50%
	Account maintenance	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
	Securities records	12	0.12%	12	0.12%	12	0.12%	60	0.06%	60	0.06%	60	0.06%
	Total cost of services	**31**	**0.31%**	**57**	**0.57%**	**162**	**1.62%**	**250**	**0.25%**	**510**	**0.51%**	**1,560**	**1.56%**
II. Financial instrument cost		0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Total I + II		**31**	**0.31%**	**57**	**0.57%**	**162**	**1.62%**	**250**	**0.25%**	**510**	**0.51%**	**1,560**	**1.56%**
III. Payments from third parties		0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Total cost I+II+III		**31**	**0.31%**	**57**	**0.57%**	**162.0**	**1.62%**	**250**	**0.25%**	**510**	**0.51%**	**1,560**	**1.56%**

II. FOREIGN FINANCIAL INSTRUMENTS – FOREIGN MARKETS

Scenario 1:

- One-time investment in secondary trading in a foreign market in: **SHARES OF A FOREIGN COMPANY OR FOREIGN BONDS** quoted in EUR; investment currency – **EUR**, made by depositing into the Client's account with DMBH maintained in EUR.

Investment amount		**EUR 10,000**						**EUR 100,000**					
Distribution channel		**Internet**		**Phone**		**Brokerage Service Point [*PUM*]**		**Internet**		**Phone**		**Brokerage Service Point [*PUM*]**	
Commission rate		**0.50%**		**0.95%**		**1.50%**		**0.50%**		**0.95%**		**1.50%**	
Description		Cost [EUR]	Share %	Cost [EUR]	Share %	Cost [EUR]	Share %	Cost [EUR]	Share %	Cost [EUR]	Share %	Cost [EUR]	Share %
I. Cost of brokerage services	Brokerage commission	50	0.50%	95	0.95%	150	1.50%	500	0.50%	950	0.95%	1,500	1.50%
	Account maintenance	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
	Securities records	9.6	0.10%	9.6	0.10%	9.6	0.10%	96.0	0.10%	96.0	0.10%	96.0	0.10%
	Total cost of services	**59.6**	**0.60%**	**104.6**	**1.05%**	**159.6**	**1.6%**	**596**	**0.60%**	**1,046**	**1.05%**	**1,596**	**1.60%**
II. Financial instrument cost		0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Total I + II		**59.6**	**0.60%**	**104.6**	**1.05%**	**159.6**	**1.6%**	**596**	**0.60%**	**1,046**	**1.05%**	**1,596**	**1.60%**
III. Payments from third parties		0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Total cost I+II+III		**59.6**	**0.60%**	**104.6**	**1.0%**	**159.6**	**1.6%**	**596**	**0.60%**	**1,046**	**1.05%**	**1,596**	**1.60%**

Scenario 2:

- One-time investment in secondary trading in a foreign market in: **SHARES OF A FOREIGN COMPANY OR FOREIGN BONDS** quoted in EUR; investment currency – **PLN**, made by making a payment to the Client's account with DMBH maintained in PLN; currency conversion – at the Conversion Rate.

Investment amount		**PLN 10,000**						**PLN 100,000**					
Distribution channel		**Internet**		**Phone**		**Brokerage Service Point [*PUM*]**		**Internet**		**Phone**		**Brokerage Service Point [*PUM*]**	
Commission rate		**0.50%**		**0.95%**		**1.50%**		**0.50%**		**0.95%**		**1.50%**	
Description		Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %
I. Cost of brokerage services	Brokerage commission	50	0.50%	95	0.95%	150	1.50%	500	0.50%	950	0.95%	1,500	1.50%
	Currency conversion	30	0.30%	30	0.30%	30	0.30%	300	0.30%	300	0.30%	300	0.30%
	Account maintenance	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
	Securities records	9.6	0.10%	9.6	0.1%	9.6	0.10%	96.0	0.10%	96.0	0.10%	96.0	0.10%
	Total cost of services	**89.6**	**0.90%**	**134.6**	**1.35%**	**189.6**	**1.90%**	**896**	**0.90%**	**1,346**	**1.35%**	**1,896**	**1.90%**
II. Financial instrument cost		0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Total II + III		**89.6**	**0.90%**	**134.6**	**1.35%**	**190**	**1.90%**	**896**	**0.90%**	**1,346**	**1.35%**	**1,896**	**1.90%**
III. Payments from third parties		0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Total cost I+II+III		**89.6**	**0.90%**	**134.6**	**1.35%**	**189.6**	**1.90%**	**896**	**0.90%**	**1,346**	**1.35%**	**1,896**	**1.90%**

III. DOMESTIC FINANCIAL INSTRUMENTS – PRIMARY MARKET

Scenario 1:

- One-time investment via purchase of securities in a public offering in: SHARES under which DMBH RECEIVES a DISTRIBUTION FEE from the issuer.

Investment amount		PLN 10,000						PLN 100,000					
Distribution channel		**Internet**		**Phone**		**Brokerage Service Point [*PUM*]**		**Internet**		**Phone**		**Brokerage Service Point [*PUM*]**	
Commission rate		**0.39%**		**0.95%**		**1.50%**		**0.39%**		**0.95%**		**1.50%**	
Description		Cost	Share	Cost	Share	Cost	Share	Cost	Share	Cost	Share	Cost	Share
		[PLN]	%	[PLN]	%	[PLN]	%	[PLN]	%	[PLN]	%	[PLN]	%
I. Cost of brokerage services	Brokerage commission	39	0.39%	95	0.95%	150	1.50%	390	0.39%	950	0.95%	1,500	1.50%
	Account maintenance	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
	Securities records	12	0.12%	12	0.12%	12	0.12%	120	0.12%	120	0.12%	120	0.12%
	Total cost of services	**51**	**0.51%**	**107**	**1.07%**	**162**	**1.62%**	**510**	**0.51%**	**1,070**	**1.07%**	**1,620**	**1.62%**
II. Financial instrument cost		0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Total costs I + II		**51**	**0.51%**	**107**	**1.07%**	**162**	**1.62%**	**510**	**0.51%**	**1,070**	**1.07%**	**1,620**	**1.62%**
III. Payments from third parties		70	0.70%	70	0.70%	70	0.70%	700	0.70%	700	0.70%	700	0.70%
Total cost I+II+III		**121**	**1.21%**	**177**	**1.77%**	**232**	**2.32%**	**1,210**	**1.21%**	**1,770**	**1.77%**	**2,320**	**2.32%**

Scenario 2:

- One-time investment via purchase of securities in a public offering in: **SHARES** under which DMBH **DOES NOT RECEIVE a DISTRIBUTION FEE** from the issuer.

Investment amount		PLN 10,000						PLN 100,000					
Distribution channel		**Internet**		**Phone**		**Brokerage Service Point [*PUM*]**		**Internet**		**Phone**		**Brokerage Service Point [*PUM*]**	
Commission rate		**0.39%**		**0.95%**		**1.50%**		**0.39%**		**0.95%**		**1.50%**	
Description		Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %
I. Cost of brokerage services	Brokerage commission	39	0.39%	95	0.95%	150	1.50%	390	0.39%	950	0.95%	1,500	1.50%
	Account maintenance	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
	Securities records	12	0.12%	12	0.12%	12	0.12%	120	0.12%	120	0.12%	120	0.12%
	Total cost of services	**51**	**0.51%**	**107**	**1.07%**	**162**	**1.62%**	**510**	**0.51%**	**1,070**	**1.07%**	**1,620**	**1.62%**
II. Financial instrument cost		0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Total costs I + II		**51**	**0.51%**	**107**	**1.07%**	**162**	**1.62%**	**510**	**0.51%**	**1,070**	**1.07%**	**1,620**	**1.62%**
III. Payments from third parties		70	0.70%	70	0.70%	70	0.70%	700	0.70%	700	0.70%	700	0.70%
Total cost I+II+III		**51**	**0.51%**	**107**	**1.07%**	**162**	**1.62%**	**510**	**0.51%**	**1,070**	**1.07%**	**1,620**	**1.62%**

Comments on scenarios 1 and 2:

- In the case of the purchase of financial instruments in a public offering, the cost of the brokerage commission at the maximum rate was assumed for the above scenarios.
- In DMBH's distribution practice, the amount of the brokerage commission on subscriptions is determined each time before the commencement of the offering and may be reduced under provisions in the issue document or by DMBH's decision, in particular if DMBH receives payments from the issuer in connection with DMBH's participation in the offering of financial instruments.

IV. INVESTMENT CERTIFICATES OF CLOSED-ENDED INVESTMENT FUNDS (CEIF) – PRIMARY MARKET

Scenario 1:

- One-time investment in: **CEIF INVESTMENT CERTIFICATES** in the primary market in a public offering or private placement;
- Fund type: **mixed absolute return CEIF**.

Investment amount		PLN 10,000						PLN 100,000					
Distribution channel		**Internet**		**Phone**		**Brokerage Service Point [*PUM*]**		**Internet**		**Phone**		**Brokerage Service Point [*PUM*]**	
Handling fee rate		**3.00%**		**3.00%**		**3.00%**		**2.00%**		**2.00%**		**2.00%**	
Description		Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %
I. Cost of brokerage services	Handling fee	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
	Account maintenance	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
	Securities records	12	0.12%	12	0.12%	12	0.12%	120	0.12%	120	0.12%	120	0.12%
	Total cost of services	**12**	**0.12%**	**12**	**0.12%**	**12**	**0.12%**	**12**	**0.12%**	**12**	**0.12%**	**12**	**0.12%**
II. Financial instrument cost	Handling fee	300	3%	300	3%	300	3%	2,000	2%	2,000	2%	2,000	2%
	Management fee	300	3%	300	3%	300	3%	3,000	3%	3,000	3%	3,000	3%
	Total cost	600	6%	600	6%	600	6%	5,000	5%	5,000	5%	5,000	5%
Total costs I + II		**612**	**6.12%**	**612**	**6.12%**	**612**	**6.12%**	**5,120**	**5.12%**	**5,120**	**5.12%**	**5,120**	**5.12%**
III. Fees from third parties	"Handling fee [100% of handling fee]".	300	3%	300	3%	300	3%	2,000	2%	2,000	2%	2,000	2%
	"Management fee [60% of management fee]"	180	1.8%	180	1.8%	180	1.8%	1,800	1.8%	1,800	1.8%	,1800	1.8%
	Total cost	480	4.8%	480	4.8%	480	4.8%	3800	3.8%	3,800	3.8%	3,800	3.8%
Total cost I+II+III		**1,092**	**10.92%**	**1,092**	**10.92%**	**1,092**	**10.92%**	**8,920**	**8.92%**	**8,920**	**8.92%**	**8,920**	**8.92%**

Comment on scenario 1:

- **Handling fee** -collected by CEIF for issuing investment certificates.

  For the purposes of the model, the handling fee rate was assumed as the average value of the fee charged

  by CEIF over the last 5 years.
- **Management fee** – a fee charged by CEIF on the value of the client's assets under management; For the purposes of the model, the management fee rate was assumed as the average fee charged by CEIF on IC distributed by DMBH over the last 5 years
- **Distribution fee** - DMBH's remuneration for the distribution of IC to CEIF. The fee depends on the number of certificates purchased. The amount of remuneration is specified in the distribution agreement concluded between DMBH and CEIF. For the purposes of the model, the fee rate was assumed as the value of the handling fee.
- **Quality improvement fee** - DMBH's remuneration for DMBH's activities to improve the quality of services provided by DMBH to CEIF clients. Remuneration paid by CEIF to DMBH (so-called incentives). For the purposes of the model, the maximum fee rate was assumed, equal to 60% of the management fee value

V. FOREIGN SECURITIES -STRUCTURED PRODUCTS (ONCLUDING STRUCTURED BONDS) -PRIMARY MARKET

Scenario 1:

- One-time PLN investment in STRUCTURED BONDS on the primary market in public offering;
- Costs as presented are maximum costs – they could be reduced depending on the nature of a structured product

Investment amount		**PLN 10,000**						**PLN 100,000**					
Distribution channel		**Internet**		**Phone**		**Brokerage Service Point [*PUM*]**		**Internet**		**Phone**		**Brokerage Service Point [*PUM*]**	
Time until redemption		**Owning the product until the redemption date**						**Selling before the redemption date**					
Description		Cost	Share	Cost	Share	Cost	Share	Cost	Share	Cost	Share	Cost	Share
		[PLN]	%	[PLN]	%	[PLN]	%	[PLN]	%	[PLN]	%	[PLN]	%
I. Cost of brokerage services	Handling fee	0	0%	0	0%	0	0%	600	0.6%	600	0.6%	600	0.6%
	Account maintenance	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
	Securities records	60	0.06%	60	0.06%	60	0.06%	60	0.06%	60	0.06%	60	0.06%
	Total cost of services	**60**	**0.06%**	**60**	**0.06%**	**60**	**0.06%**	**660**	**0.66%**	**660**	**0.66%**	**660**	**0.66%**
	Management fee	0	0%	0	0%	0	0%	1000	1%	1000	1%	1000	1%
	Total cost	5000	5%	5000	5%	5000	5%	6000	6%	6000	6%	6000	6%
Total costs I + II		**5060**	**5,06%**	**5060**	**5,06%**	**5060**	**5,06%**	**6660**	**6,66%**	**6600**	**6,66%**	**6660**	**6,66%**
III. Fees from third	Offering fee	3000	3%	5000	3%	5000	3%	3000	3%	3000	3%	3000	3%
	Total cost	3000	3%	5000	3,0%	5000	3.0%	3000	3.0%	3000	3,0%	3000	3,0%
Total cost I+II+III		**8060**	**8,06%**	**10060**	**10.06%**	**10060**	**10.06%**	**9660**	**9,66%**	**9660**	**9,66%**	**9660**	**9,66%**

Comment on scenario 1:

- Entry costs – maximum costs as defined by the issuer or offeror, being the equivalent of costs incurred on preparation of the issue + the issuer's or offeror's margin. This amount includes the rate of offering fee payable to DMBH in the amount stated in Section III Third Party Fees.
- Exit costs – maximum costs payable to the issuer or offeror. Those costs are included in the sale price of financial instrument to be received by the Client from the issuer or offeror if sold before maturity. Exit costs do not apply in the event of early redemption by the issuer, or when a financial instrument is held until maturity.
- Offering fee – fee payable to DMBH by the issuer or offeror for the distribution of financial instruments included in the amount paid by the Client to cover the subscription.

Scenario 2:

- One-time USD/EUR investment in STRUCTURED BONDS on the primary market in public offering; funds are paid by the Client to the subscription account in the currency of the investment.
- Costs as presented are maximum costs – they could be reduced depending on the nature of a structured product

Investment amount		**PLN 10,000**						**PLN 100,000**					
Distribution channel		**Internet**		**Phone**		**Brokerage Service Point [*PUM*]**		**Internet**		**Phone**		**Brokerage Service Point [*PUM*]**	
Time until redemption		**Owning the product until the redemption date**						**Selling before the redemption date**					
Description		Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %
I. Cost of brokerage services	Handling fee	0	0%	0	0%	0	0%	600	0.6%	600	0.6%	600	0.6%
	Account maintenance	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
	Securities records	60	0.06%	60	0.06%	60	0.06%	60	0.06%	60	0.06%	60	0.06%
	Total cost of services	**60**	**0.06%**	**60**	**0.06%**	**60**	**0.06%**	**660**	**0.66%**	**660**	**0.66%**	**660**	**0.66%**
	Management fee	0	0%	0	0%	0	0%	1000	1%	1000	1%	1000	1%
	Total cost	5000	5%	5000	5%	5000	5%	6000	6%	6000	6%	6000	6%
Total costs I + II		**5060**	**5,06%**	**5060**	**5,06%**	**5060**	**5,06%**	**6660**	**6,66%**	**6600**	**6,66%**	**6660**	**6,66%**
III. Fees from third	Offering fee	3000	3%	5000	3%	5000	3%	3000	3%	3000	3%	3000	3%
	Total cost	3000	3%	5000	3,0%	5000	3.0%	3000	3.0%	3000	3,0%	3000	3,0%
Total cost I+II+III		**8060**	**8,06%**	**10060**	**10.06%**	**10060**	**10.06%**	**9660**	**9,66%**	**9660**	**9,66%**	**9660**	**9,66%**

Comment on scenario 2:

- Entry costs – maximum costs as defined by the issuer or offeror, being the equivalent of costs incurred on preparation of the issue + the issuer’s or offeror’s margin. This amount includes the rate of offering fee payable to DMBH in the amount stated in Section III Third Party Fees.
- Exit costs – maximum costs payable to the issuer or offeror. Those costs are included in the sale price of financial instrument to be received by the Client from the issuer or offeror if sold before maturity. Exit costs do not apply in the event of early redemption by the issuer, or when a financial instrument is held until maturity.
- Offering fee – fee payable to DMBH by the issuer or offeror for the distribution of financial instruments included in the amount paid by the Client to cover the subscription**.**

VI. FORWARD AND FUTURES CONTRACTS (“FFCs”) IN ORGANIZED TRADING ON THE WSE

Scenario 1:

- One-time investment in: **INDEX FFCs**;
- FFC type – WIG 20 futures; Margin – PLN 3,500 per opening of 1 FFC position;

Number of FFCs		**3**						**29**					
“Investment amount [Margin]”		**PLN 10,500**						**PLN 101,500**					
Distribution channel		**Internet**		**Phone**		**Brokerage Service Point [*PUM*]**		**Internet**		**Phone**		**Brokerage Service Point [*PUM*]**	
Commission rate per 1 contract		**PLN 9**		**PLN 12**		**PLN 15**		**PLN 9**		**PLN 12**		**PLN 15**	
Description		Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %
I. Cost of brokerage services	Brokerage commission	27	0.26%	36	0.34%	45	0.43%	261	0.26%	348	0.34%	435	0.43%
	Account maintenance	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
	Securities records	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
	Total cost of services	**27**	**0.26%**	**36**	**0.34%**	**45**	**0.43%**	**261**	**0.26%**	**348**	**0.34%**	**435**	**0.43%**
II. Financial instrument cost		0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Total costs I + II		**27**	**0.26%**	**36**	**0.3%**	**45**	**0.43%**	**261**	**0.26%**	**348**	**0.34%**	**435**	**0.43%**
III. Payments from third parties		0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Total cost I+II+III		**27**	**0.26%**	**36**	**0.34%**	**45**	**0.43%**	**261**	**0.26%**	**348**	**0.34%**	**435**	**0.43%**

Scenario 2:

- One-time investment in: **SHARES FUTURES**;
- FFC type – futures on KGHM shares; Margin – PLN 1,600 per opening of 1 FFC position;

Number of FFCs		**6**						**63**					
"Investment amount [Margin]"		**PLN 9,600**						**PLN 100,800**					
Distribution channel		**Internet**		**Phone**		**Brokerage Service Point [*PUM*]**		**Internet**		**Phone**		**Brokerage Service Point [*PUM*]**	
Commission rate per 1 contract		**PLN 3**		**PLN 6**		**PLN 9**		**PLN 3**		**PLN 6**		**PLN 9**	
Description		Cost	Share	Cost	Share	Cost	Share	Cost	Share	Cost	Share	Cost	Share
		[PLN]	%	[PLN]	%	[PLN]	%	[PLN]	%	[PLN]	%	[PLN]	%
I. Cost of brokerage services	Brokerage commission	18	0.19%	36	0.38%	54	0.56%	189	0.19%	378	0.38%	567	0.56%
	Account maintenance	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
	Securities records	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
	Total cost of services	**18**	**0.19%**	**36**	**0.38%**	**54**	**0.56%**	**189**	**0.19%**	**378**	**0.38%**	**567**	**0.56%**
II. Financial instrument cost		0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Total costs I + II		**18**	**0.19%**	**36**	**0.38%**	**54**	**0.56%**	**189**	**0.19%**	**378**	**0.38%**	**567**	**0.56%**
III. Payments from third parties		0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Total cost I+II+III		**18**	**0.19%**	**36**	**0.38%**	**54**	**0.56%**	**189**	**0.19%**	**378**	**0.38%**	**567**	**0.56%**

Scenario 3:

- One-time investment in: **CURRENCY FORWARD AND FUTURES CONTRACTS (FFCs)**;
- FFC type – futures on the USD exchange rate;
- Margin – PLN 240 per opening of 1 FFC position;

Number of FFCs		**42**						**417**					
"Investment amount [Margin]"		**PLN 10,080**						**PLN 100,080**					
Distribution channel		**Internet**		**Phone**		**Brokerage Service Point [*PUM*]**		**Internet**		**Phone**		**Brokerage Service Point [*PUM*]**	
Commission rate per 1 contract		**PLN 0.50**		**PLN 0.90**		**PLN 1.20**		**PLN 0.50**		**PLN 0.90**		**PLN 1.20**	
Description		Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %
I. Cost of brokerage services	Brokerage commission	21.0	0.21%	37.8	0.38%	50.4	0.50%	208.5	0.21%	375.3	0.38%	500.4	0.50%
	Account maintenance	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
	Securities records	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
	Total cost of services	**21.0**	**0.21%**	**37.8**	**0.38%**	**50.4**	**0.50%**	**208.5**	**0.21%**	**375.3**	**0.38%**	**500.4**	**0.50%**
II. Financial instrument cost		0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Total costs I + II		**21.0**	**0.21%**	**37.8**	**0.38%**	**50.4**	**0.50%**	**208.5**	**0.21%**	**375.3**	**0.38%**	**500.4**	**0.50%**
III. Payments from third parties		0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Total cost I+II+III		**21.0**	**0.21%**	**37.8**	**0.38%**	**50.4**	**0.50%**	**208.5**	**0.21%**	**375.3**	**0.38%**	**500.4**	**0.50%**

Comment on scenarios 1 and 3:

- FFC trading commission is charged from the first open FCC position;

VII. OPTIONS IN ORGANIZED TRADING ON THE WSE

Scenario 1:

- One-time investment in: Options on the WIG 20 index; Option type – **PURCHASE** of call options on WIG 20 (OW20U172500) with a strike price of 2500 points; Amount of premium paid – PLN 240 from the opening of the 1st position;

Number of options		**24**						**239**					
"Investment amount [payment of premium]"		**PLN 10,080**						**PLN 100,380**					
Distribution channel		**Internet**		**Phone**		**Brokerage Service Point [*PUM*]**		**Internet**		**Phone**		**Brokerage Service Point [*PUM*]**	
Commission rate per 1 contract		**PLN 9**		**PLN 12**		**PLN 15**		**PLN 9**		**PLN 12**		**PLN 15**	
Description		Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %
I. Cost of brokerage services	Brokerage commission	216	2.14%	288	2.86%	360	3.57%	2,151	2.14%	2,868	2.86%	3,585	3.57%
	Account maintenance	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
	Securities records	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
	Total cost of services	**216**	**2.14%**	**288**	**2.86%**	**360**	**3.57%**	**2,151**	**2.14%**	**2,868**	**2.86%**	**3,585**	**3.57%**
II. Financial instrument cost		0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Total costs I + II		**216**	**2.14%**	**288**	**2.86%**	**360**	**3.57%**	**2,151**	**2.14%**	**2,868**	**2.86%**	**3,585**	**3.57%**
III. Payments from third parties		0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Total cost I+II+III		**216**	**2.14%**	**288**	**2.86%**	**360**	**3.57%**	**2,151**	**2.14%**	**2,868**	**2.86%**	**3,585**	**3.57%**

Scenario 2:

- One-time investment in: Options on the WIG 20 index; Option type – **SELL (WRITE)** call options on WIG 20 (OW20U172500) with a strike price of 2,500 points; Margin – PLN 1,600 from the opening of the 1st position;

Number of options		**6**						**63**					
"Investment amount [payment of premium]"		**PLN 10,080**						**PLN 100,380**					
Distribution channel		**Internet**		**Phone**		**Brokerage Service Point [*PUM*]**		**Internet**		**Phone**		**Brokerage Service Point [*PUM*]**	
Commission rate per 1 contract		**PLN 9**		**PLN 12**		**PLN 15**		**PLN 9**		**PLN 12**		**PLN 15**	
Description		Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %	Cost [PLN]	Share %
I. Cost of brokerage services	Brokerage commission	54	0.56%	72	0.75%	90	0.94%	567	0.56%	756	0.75%	945	0.94%
	Account maintenance	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
	Securities records	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
	Total cost of services	**54**	**0.56%**	**72**	**0.75%**	**90**	**0.94%**	**567**	**0.56%**	**756**	**0.75%**	**945**	**0.94%**
II. Financial instrument cost		0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Total costs I + II		**54**	**0.56%**	**72**	**0.75%**	**90**	**0.94%**	**567**	**0.56%**	**756**	**0.75%**	**945**	**0.94%**
III. Payments from third parties		0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Total cost I+II+III		**54**	**0.56%**	**72**	**0.75%**	**90**	**0.94%**	**567**	**0.56%**	**756**	**0.75%**	**945**	**0.94%**

Comment on scenarios 1 and 2:

- Options trading commission is charged from the first open position;

VIII. TRANSFER OF SECURITIES TO ANOTHER ACCOUNT

Scenario 1:

- Transfer of securities to another account of the Client under the Client's instructions or following a certain civil law action and the Client's instructions.
- The fee is due only if the Client submits a separate securities transfer instruction; the Client pays the cost set out in the TFC.

No.	TYPE OF SECURITIES TRANSFER	SECURITIES VALUE			
		PLN 10,000		PLN 100,000	
		[currency]	%	[currency]	%
1	**Transfer of securities within DMBH:**				
	– without change of ownership	PLN 10	0.10%	PLN 10	0.01%
	– in case of change of ownership as a result of division of inheritance	PLN 30	0.30%	PLN 50	0.05%
	– in case of change of ownership under a civil law contract, donation, shares conversion, in-kind contribution	PLN 300	3.00%	PLN 500	0.50%
2	**Transfer of securities to another investment firm or custodian bank**				
	– to another account of the Investor				
	– in case of change of ownership as a result of civil law contract, division of inheritance, donation, shares conversion, in-kind contribution	PLN 300	3.00%	PLN 800	0.80%
3	**Transfer of securities to another clearing institution**	EUR 100	4.20%	EUR 170	0.73%
4	**Transfer of Foreign Financial Instruments from another investment firm to the Investor's register at DMBH**	Equivalent of the costs charged by the investment firm from which the transfer is made, and/or the Foreign Broker			

IX. RULES UNDER WHICH DMBH PROVIDES INFORMATION ON THE TABLE OF FEES AND COMMISSIONS AND EX ANTE COSTS DURING THE PROVISION OF THE SERVICES

I. METHOD OF COMMUNICATING DMBH'S TABLE OF FEES AND COMMISSIONS ("TFC")

1. Prior to conclusion of the Agreement
   - DMBH provides the TFC to the Client prior to entering into the relevant brokerage agreement.
   - The Client confirms that the Client has received and read the TFC in a dedicated statement attached to the Agreement.
2. In the course of providing the services

   If the TFC is changed in the period when the services are provided, DMBH is obliged to provide the TFC to the Client as specified in the relevant services regulations, i.e.:
   - using a durable data carrier;
   - DMBH will provide the TFC well in advance of the effective date of the change in fees and commissions so that the Client can learn the content of the change

Notwithstanding the above:

- The current TFC is available on DMBH's website at any time,
- The TFC may be provided to the Client electronically upon the Client's instructions,

II. METHODS FOR COMMUNICATING COMMISSIONS AND FEES IN CASE OF EXECUTION OF ORDERS OR SUBSCRIPTIONS

1. Prior to conclusion of the Agreement
   - DMBH provides the Client with the document EX ANTE COSTS prior to entering into the relevant brokerage agreement.

     The document contains a set of scenarios designed to illustrate the amounts of costs and fees and their impact on the return on investments in various financial instruments distributed by DMBH through distribution channels used by DMBH, assuming that a certain amount of funds is invested, the cost of starting and ending the investment is incurred, and the annual investment holding period.
   - The Client confirms that the Client has received and knows the Ex Ante Costs in a dedicated statement attached to the Agreement.
2. In the course of providing the services – before the conclusion of a transaction (e.g. conclusion of a buy or sell transaction in the secondary market or submission of a subscription).
   - Prior to concluding each transaction, DMBH will provide the Client with information on the detailed amount of costs associated with the transaction.
   - The value of an order/subscription (hereinafter referred to as the "Order") and the amount of the transaction commission/fee is calculated at the time the Order is placed. Each Order submitted by the Client clearly indicates a percentage commission rate (or a fixed commission or fee rate, e.g. in the case of derivative rights) and the resulting maximum commission/fee amount that will be charged for the execution of the Order.
   - DMBH discloses the aforementioned information at such time as to enable the Client to make an informed investment decision each time before concluding a transaction. DMBH makes the aforementioned information available in a manner appropriate for placing Orders.
   - Acceptance of the Order for execution by DMBH requires each time acceptance by the Client of the amount of costs.

     The Client confirms the submission of the Order and the acknowledgement of the cost information by:

     1) signing the Order form – service at PUM
     2) confirming the details of the Order at the time of its acceptance by DMBH – telephone service
     3) confirming in the online application.
   - DMBH provides the Client with the possibility to withdraw from the execution of the Order under the Client's right not to confirm the Order in the manner described above.
   - Where it is not possible to provide an exact cost, such as a DDM, PKC or a conditional order, DMBH discloses the ex ante costs that the Client would actually incur based on the assumed investment amount and the commission percentage rate (or a commission amount in the case of, for example, derivative rights) assigned to the Client's account.

Indication of the method of providing information on Ex Ante Costs depending on how the Order is submitted (distribution channel)

SUBMISSION OF THE ORDER IN WRITING

DMBH provides information on ex ante costs before DMBH accepts the Order for execution in writing. This information may be an integral part of the Order or may be provided to the Client as a separate document.

Notwithstanding the above, the Client may confirm the above information by phone before the Order is submitted.

SUBMISSION OF ORDERS ONLINE

DMBH information systems used for submitting Orders enable the Client to obtain information on ex ante costs before DMBH accepts the Order for execution. Such information is provided to the Client in DMBH's web application appropriate for placing the Order
as a system message showing the value of the Order and the expected
transaction costs, and in the event that it is not possible to provide the exact cost, it indicates the costs that the Client would actually incur based on the assumed investment amount and the percentage commission rate (or the commission amount in the case of, for example, derivative rights) assigned to the Client's account.

Approval by the Client of the message referred to above means the Client's acknowledgement of the information on ex ante costs and acceptance of the Order by DMBH for execution (subject to sufficient coverage in funds or financial instruments, respectively).

Notwithstanding the above, the Client may confirm the above information by phone before the Order is submitted.

SUBMISSION OF ORDERS BY PHONE

Before accepting an order for execution, DMBH communicates to the Client the applicable commission rate and the commission amount in the currency of the transaction, together with an indication of the applicable exchange rates and costs, if currency conversion is involved.

Where it is not possible to provide the above information prior to acceptance of the order for execution by DMBH, it is permissible to provide information on costs immediately after the Order is executed, provided that:

- the Client's consent has been obtained to such organization of communication, and
- The Client has been informed of the possibility that the execution of the Order may be stopped until the Client receives this information.

If it is not possible to estimate the costs of a transaction following the Client's submission of a non-standard Order (containing non-standardized order terms or covering more than one financial instrument, as the so-called portfolio Order, information on costs may be provided after the Order is executed, provided that:

- the Client's consent has been obtained to such organization of communication, and
- The Client has been informed of the possibility that the execution of the Order may be stopped until the Client receives this information.

The Client has been notified how and through what channel, being a durable information carrier, the Client will be informed of the cost of the transaction.

This Information comes into effect on 30 September 2024.

DMBH TABLE OF FEES AND COMMISSIONS

DMBH TABLE OF FEES AND COMMISSIONS

I. GENERAL PROVISIONS

§ 1

1. Fees and commissions for services of the Brokerage Department of Bank Handlowy (hereinafter referred to as “DMBH” or “Bank Handlowy Brokerage Unit”) are charged under the agreement for provision of brokerage services (“Agreement”) concluded with an Investor (“Client”). Fees are charged in Polish zlotys, while commissions are charged in units of the quotation currency and collected from the Investor's cash account at DMBH, the Investor's bank account maintained at Bank Handlowy w Warszawie S.A., hereinafter referred to as the “Bank”, or in a different manner as agreed with the Investor. Terms not defined in this DMBH Table of Fees and Commissions (“TFC”) have the meaning ascribed to them in the Agreement or the relevant Regulations attached to the Agreement.
2. If the Investor enters into transactions in financial instruments in a currency other than the Polish zloty, DMBH – in accordance with applicable laws and regulations – may charge and collect the fees and commissions due in the quotation currency or charge them in the quotation currency and collect them in Polish zlotys. The rules for collecting funds from the cash account and foreign exchange are set out in the Regulations.

§ 2

1. Commissions for acquisition or disposal of:
   a) securities – are charged on the value of the executed order,
   b) derivatives or other derivative instruments – are charged on each individual derivative purchased or sold by the Investor.
2. Commissions are collected immediately after DMBH receives a document confirming the conclusion of the transaction, indicating that the Investor's order will be executed in whole or in parts, until the Investor's order is executed in full.
3. Unless otherwise indicated, DMBH collects the fees referred to in the TFC before the relevant activities are performed.

§ 3

1. The rates of commissions and fees may be negotiated with the Investor when such possibility is expressly provided in the TFC, the Agreement, or the applicable regulations (“Regulations”).
2. Activities not included in the TFC are subject to commission and fee rates negotiated with the Investor.
3. Negotiable commissions and fees are determined each time upon the request of the Investor and charged at the rate agreed with the Investor. Negotiated commissions are effective from the next business day after the date of approval of the rate by DMBH.
4. In the event that a negotiated commission or fee expires within the agreed period and no further request for a negotiated commission or fee is submitted, the standard rates specified in the TFC will apply.

§ 4

1. DMBH has the right to periodically suspend collection of fees and commissions set out in the TFC or reduce their amounts or rates, in particular during promotional campaigns conducted by DMBH.
2. Subject to applicable laws and regulations, DMBH has the right to reduce or waive fees and commissions set out in the TFC or apply different fees if DMBH provides other brokerage services to the Client.

3. In the cases referred to in items 1 and 2, information on the suspension or reduction of a fee is communicated to Clients as an announcement published on DMBH's website and posted at the Brokerage Service Points.

   Information may also be provided to Clients as appropriate for placing orders or instructions.

§ 5

1. DMBH performs foreign exchange under the terms and conditions set out in the Regulations. DMBH charges a fee for foreign exchange, which, depending on the nature of a currency exchange transaction, is a fee included in the rate – as a percentage of the currency exchange amount collected by DMBH from the Client.
2. foreign exchange is carried out at the following rate:
   a) NBP average rate:
   – foreign exchange is performed at the average exchange rate of the National Bank of Poland applicable at the time the exchange is carried out,
   – for foreign exchange, DMBH charges a margin in the amount specified in Chapter II.26.1) of the TFC; the margin is added to the exchange rate.

or

   b) a rate negotiated individually between DMBH and the Investor if the currency exchange transaction covers 10,000 or more currency units:
      – foreign exchange is performed at a rate agreed individually with DMBH,
      – the individual exchange rate means the currency exchange rate applied by Bank Handlowy w Warszawie S.A. ("Bank Handlowy") at the time of execution of a currency exchange transaction (not a table rate), plus the DMBH margin,
      – for currency exchange, DMBH charges a margin in the amount specified in Chapter II.26 2) of the TFC; the margin is added to the exchange rate.

   or

   c) at the Conversion Rate determined by the Foreign Broker (for Foreign Financial Instruments only):
      – foreign exchange performed at the Conversion Rate of the Foreign Broker at the time the exchange is performed,
      – for currency exchange, DMBH charges a margin in the amount specified in Chapter II.26 3) of the TFC; the margin is included in the Conversion Rate,
      – the cost amount is equal to the difference between the Conversion Rate and the average exchange rate of the Foreign Broker applicable at the time the exchange is performed,
      – the margin may be split between DMBH and the Foreign Broker. Information on the margin split rate is provided in the document: *Detailed information on DMBH and services provided by DMBH under a brokerage services agreement.*

§ 6

In the event that the relevant laws and regulations applicable at the place of execution of an order or the Polish law so provide, an appropriate tax or other required fees, in particular a fee due to the authority supervising and regulating the capital market in the country where the order is executed, will be added to the rates of fees and commissions included in the TFC, at the rate set out by applicable laws and regulations. This information will be provided to the Investor on DMBH's website or the Transaction Platform.

II. DMBH FEES

1.	Opening a financial instrument account/register and a cash account	PLN 0
2.	Maintaining a securities account or register and a cash account.	PLN 0
3.	Signing an amendment to the brokerage services agreement	PLN 0
4.	Exceeding the date of repayment of a deferred payment	0.5% of the amount of the outstanding liability as at the repayment date or PLN 50, whichever is higher
5.	Conversion of registered shares to bearer shares or *vice versa*	PLN 50
6.	Split of a collective slip of registered or bearer shares	PLN 50
7.	Submission of a financial instrument for redemption or execution of its redemption *[Fee does not apply to CEIFs and OEIFs for which DMBH is a distributor].*	PLN 50
8.	Preparing and issuing a collective slip for registered or bearer shares	PLN 50
9.	Transfer of securities	
	Transfer of securities within DMBH: a) without change of ownership or in the case of ownership change as a result of division of inheritance I. Domestic market II. Foreign market	PLN 50 PLN 50 + the equivalent of costs charged by the Foreign Broker, if any.
	b) in case of ownership change under a civil law agreement, donation, shares conversion or in-kind contribution (fee is charged per transaction)	0.5%, but not less than PLN 300 For transactions over PLN 500,000 – negotiable commission
	2) Transfer of securities to another investment firm or custodian bank:	
	a) to another account of the Investor, b) in case of change of ownership as a result of a civil law contract, donation, division of inheritance, shares conversion, in-kind contribution	0.8%, but not less than PLN 300 For transactions over PLN 500,000 – negotiable commission
	c) Transfer of securities to another clearing institution	0.8%, but not less than EUR 100 For transactions over PLN 500,000 – negotiable commission

	3) Transfer of Foreign Financial Instruments from another investment firm to the Investor's register at DMBH *[Fee is due for each type of securities (having a single ISIN code) and payable prior to the transfer at their market valuation prepared as specified in Chapter IV.3.2 of the TFC, provided that the valuation date means the business day preceding the submission of the transfer order. In case of conversion of a fee equivalent in foreign currency, the average exchange rate of the National Bank of Poland applicable as at the above-mentioned day will apply].* *In the case referred to in point 9(1c)(2) – (3), when a transfer of financial instruments covers more than one financial instrument – the minimum fee is calculated on the total value of the transferred financial instruments.*	Equivalent of the costs charged by the investment firm from which the transfer is made and/or the Foreign Broker or PLN 300, whichever is higher.

10.	Establishing a blockade, pledge or other collateral, in particular on the securities account, register, register of non-public market instruments, in the sponsor's register, on the Investor's cash account, with respect to agreements concluded by the Investor with third parties, and entering information on the establishment of a limited right in rem in the shareholder register:	
	1) for the assets subject to collateral/blockade having a value of up to PLN 1,000,000	0.25%,
	2) for the assets subject to collateral/blockade having a value above PLN 1,000,000	or PLN 300, whichever is higher Negotiable fee
	[Subject to the specific provisions of the Regulations, the fee is charged no later than at the time the collateral is established at DMBH according to its market valuation prepared as set out in Chapter IV.3.2 of the TFC, provided that the valuation date means the business day preceding the submission of the blocking order, and this does not apply to a blockade in connection with a loan or borrowing for the purchase of securities purchased through DMBH, securities lending, a purchase using OTP, or loss of documents].	
11.	Executing a funds transfer in the following currency:	
	1) in PLN or another currency to an account at Bank Handlowy w Warszawie S.A.	PLN 0
	2) in PLN or another currency to an account under the Investor Package service	PLN 0
	3) in PLN to an account at another domestic bank or investment firm	PLN 5
	4) in another currency to an account at another domestic bank or investment firm 5) in PLN or another currency from Poland to another country	Equivalent of the costs incurred by DMBH + PLN 20
12.	Preparing a certificate of record, a certificate of right to participate in the general meeting of shareholders (or a duplicate thereof), duplicate proof of purchase or sale of financial instruments, a duplicate of: PIT-8C form, statement of transactions to PIT-8C, IFT form or another tax document *[Fees are collected per document before a document is prepared].*	PLN 50
13.	Executing an instruction related to participation in the general meeting of shareholders of a foreign issuer	Fee in the amount of double the fee collected by the NDS from DMBH for execution of instructions – or PLN 1,000, whichever is higher
14.	Preparing and sending a periodic statement showing the status and history of the account 1) by the date specified in the brokerage services regulations.	No fees
	2) by dates other than those specified in the services regulations – fee per statement	PLN 50
15.	Preparing a repeated statement, certificate or confirmation – about the financial instruments held, the status of the account, register, records as at a certain date or their history:	
	1) from the current year	PLN 30
	2) from the previous year and earlier periods *[Fee is charged for each certificate and, in the case of account history, for each calendar year started]*	PLN 50

16.	Preparing and providing information to the auditors on the status of the Investor's accounts at DMBH in connection with an audit of the Investor	PLN 50
17.	Providing documents referred to in points 12-16 electronically or using other technical devices	PLN 0
18.	Recording and providing a copy of a recorded telephone call with a DMBH employee on a magnetic carrier (CD/DVD):	
	1) from the current year	PLN 5 or PLN 50
	2) from the previous year and earlier periods *[Fee is charged for each phone call or document being a recording/confirmation of contact with a DMBH employee]*	PLN 8 or PLN 100
19	Issuing a reminder in connection with a debit balance in the account	PLN 30
20.	Issuing a confirmation of opening/closing the account/register of financial instruments	PLN 30
21.	Sending documents to the Investor:	
	1) priority ordinary letter	PLN 6
	2) priority registered letter	PLN 8
	3) courier *[Fee includes postage and handling fee]*	As per sending costs + PLN 10
22.	Sending a transaction conclusion notification:	
	1) printout	As per rates in point 21
	2) email	No fees
	3) other technical devices and electronic media other than email	Negotiable fee
23.	Sending a periodic statement showing the account balance and history on dates specified in the brokerage services regulations	No fees
24.	Exercising rights from foreign financial instruments registered with the NDS	Fee in the amount equal to double the fee charged by the NDS to DMBH for a given activity
25.	Handling dividend or interest payments in a currency other than PLN from financial instruments registered with the NDS *[Fee per activity]*	PLN 20
26.	Currency exchange fees:	
	1) currency exchange at the average exchange rate of the NBP	1% of the exchange amount
	2) currency exchange at a rate negotiated individually with DMBH *	up to 1% of the exchange amount
	3) currency exchange at the Foreign Broker Conversion Rate *[Cost incurred by the Client is included in the exchange rate]*	0.3% of the exchange amount

27.	Fees for holding funds in the cash account of a Client that is a legal person or an unincorporated organizational unit: 1) Monthly fee *[Fee is calculated on the value of the positive balance in the Client's account at the end of the last business day of the month ("Valuation Day"); if the account is maintained in a currency other than PLN, the average exchange rate of the account's currency in effect at the National Bank of Poland on the day the fee is calculated will be used to calculate the fee.* *The fee is calculated as at the last business day of each calendar month and collected by the 10th business day of the following calendar month].*	0.03% of the amount of the positive balance in the account at the end of the last business day of a month
	2) Annual fee charged if the balance on all the Client's cash accounts at DMBH on the last day of a calendar year is higher by 20% or more, but not less than by the equivalent of PLN 10,000,000.00, than the average daily balance during the last calendar quarter *[Fee is calculated as at 31 December of each calendar year and collected by the 10th business day of the following calendar year]*	product of the excess balance and the negative rate of: – 0.72%
28.	Fee for submission of W8BEN Form	PLN 200

III. FEES FOR ACCESS TO SECURITIES QUOTATIONS

1.	**DOMESTIC MARKET (WSE, NEW CONNECT)**	
1.1	Blue Package 1 best buy/sell offer	Free of charge in case at least 1 transaction is made in a month, otherwise PLN 13.20
1.2.	Gold Package 5 best buy/sell offers	Free of charge in case monthly securities turnover exceeds PLN 100,000 or 100 contracts (options), otherwise PLN 89
1.3	Fees for access to quotations without delays are charged for each calendar month (minimum settlement period) in arrears, by the 20th day of the following month according to the following rules: – for the highest package selected during the calendar month to which the fee applies, – turnover exempting the Client from the fee is calculated in the calendar month to which the fee applies; turnover generated on shares and on contracts is not aggregated.	
2.	**FOREIGN MARKETS**	
2.1.	Fee for access to quotations of Foreign Financial Instruments: – in real time – delayed	Fee is charged according to the cost incurred by DMBH to arrange access provided by the entity organizing the relevant quotations The amount of the cost is communicated to the Investor on the trading platform

IV. FEES FOR RECORDING FINANCIAL INSTRUMENTS IN ACCOUNTS OR REGISTERS MAINTAINED BY DMBH – standard fees*

1.	**DOMESTIC FINANCIAL INSTRUMENTS ADMITTED TO ORGANIZED TRADING* (WSE, NEW CONNECT, BONDSPOT)**	
1.1	Shares, Rights to Shares, investment certificates and other securities, except bonds	0.010%, not less than PLN 1
1.2.	Bonds	0.005%, not less than PLN 1
2.	**FOREIGN FINANCIAL INSTRUMENTS ADMITTED TO TRADING IN FOREIGN MARKETS***	
2.1.	Shares, Rights to Shares, ETFs, bonds, other securities	0.008%, not less than PLN 1
2.2	Foreign Securities being structured financial instruments	0.005%
3.	**RULES FOR CHARGING FEES FOR RECORDING FINANCIAL INSTRUMENTS AT DMBH**	
3.1.	Fees for recording financial instruments are charged monthly on the value of financial instruments registered in the account, register or records of financial instruments on: 1) the last business day of a month ("Valuation Day") – for financial instruments registered at the NDS, 2) on the penultimate business day of a month ("Valuation Day") – for Foreign Financial Instruments, and posted no later than on the 10th day after the end of the month. *[Fees for recording financial instruments do not apply where the agreement for the maintenance of the account, register or records is concluded with the issuer of such financial instruments.].*	
3.2	The fees referred to in the TFC, the amounts of which are determined based on the value of financial instruments (including fees for recording financial instruments), are calculated in accordance with their market valuation, i.e.: 1) for shares, rights to shares and certificates in organized trading – at the closing price determined during the session on the valuation day according to the following rules: a) in the case of quotations in a single-price system with the price determined twice – on the basis of the price determined in the second quotation on that day, and if it is not possible to determine the price as described above – on the basis of the last single price, b) in the case of a continuous quotation system – on the basis of the closing price in these quotations, and if it is not possible to determine this price – on the basis of the last closing price; provided that if the financial instrument subject to valuation is quoted simultaneously on one or more quotation venues – the prices from the regulated stock exchange trading are used for valuation purposes. 2) shares, rights to shares, ETFs, certificates, other financial instruments listed in a foreign market – at the closing price of that financial instrument determined during the session on a Valuation Day, after conversion into Polish zlotys at the average exchange rate of the National Bank of Poland applicable on the Valuation Day. If a financial instrument is quoted in more than one foreign regulated market – the lowest closing price from these markets is used for valuation purposes after conversion into Polish zlotys at the average exchange rate of the National Bank of Poland applicable on the Valuation Day. 3) for bonds and other debt securities – at their nominal value; in the case of foreign debt securities, additionally after conversion into Polish zlotys at the average exchange rate of the National Bank of Poland applicable on the Valuation Day, 4) for other securities – at their issue price, and if it is not possible to determine the issue price, at their nominal price; in the case of other foreign financial instruments, additionally after conversion into Polish zlotys at the average exchange rate of the National Bank of Poland applicable on the Valuation Day. 5) for Foreign Securities (structured financial instruments) kept with any other clearing house than KDPW – at their nominal value; in the case of financial instruments denominated in any currency other than PLN – following their conversion into PLN at the NBP average exchange rate as of the Valuation D	
	** negotiable fee*	

V. COMMISSIONS FOR BROKERAGE SERVICES WITH RESPECT TO SECURITIES IN ORGANIZED TRADING (WSE, NEW CONNECT, BONDSPOT)

<table>
<tr><td>1.</td><td colspan="4">Shares and other financial instruments, excluding bonds and derivatives – standard commission table*</td></tr>
<tr><td rowspan="5"></td><td rowspan="2">Conclusion of a purchase or sale transaction</td><td colspan="3">Order placement channel</td></tr>
<tr><td>Internet</td><td>By telephone</td><td>Brokerage Service Point (PUM)**</td></tr>
<tr><td>Commission amount</td><td>0.38%; not less than PLN 5</td><td>0.95%; not less than PLN 5</td><td>1.5%, not less than PLN 5</td></tr>
<tr><td>Daytrading</td><td>0.25%; not less than PLN 5</td><td>none</td><td>none</td></tr>
<tr><td colspan="4">Daytrading – daytrading commission refund is made by the end of the next business day. Commission refund applies to a reverse order.</td></tr>
<tr><td rowspan="4">2.</td><td colspan="4">Bonds – standard commission table*</td></tr>
<tr><td rowspan="2">Conclusion of a purchase or sale transaction</td><td colspan="3">Order placement channel</td></tr>
<tr><td>Internet</td><td>By telephone</td><td>Brokerage Service Point (PUM)**</td></tr>
<tr><td>Commission amount</td><td>0.19%; not less than PLN 5</td><td>0.45%; not less than PLN 5</td><td>1.5%, not less than PLN 5</td></tr>
<tr><td>3.</td><td colspan="4">Negotiable commissions
1) Periodic negotiable commission – commission determined on the basis of the average monthly turnover realized in securities trading in the three months preceding the determination of a negotiable rate. The minimum average turnover volume that gives the right to negotiate – PLN 25,000. The turnover value does not include the turnover realized as a result of execution of orders specified in point 2) below. The effective date of the commission rate determined as above is 3 months;
2) Negotiable per-order commission – minimum order amount is PLN 25,000;
3) Negotiable declared commission – on the basis of the intended turnover in the next month as declared by the Investor. The minimum declared value is PLN 25,000; the effective date of the commission – 1 month. If the turnover is not realized as declared, the commission for the next commission period is determined on the basis of the realized turnover;
4) The negotiable commission is based on the value of the portfolio – the minimum value of the securities in the Investor's account is PLN 300,000; the minimum value of the commission is 0.5%; the effective date of the commission rate is 6 months.
[For negotiable commissions, the minimum commission on a single order is PLN 5]</td></tr>
<tr><td>4.</td><td colspan="3">Commission for brokerage services in organized trading with respect to out-of-session transactions</td><td>0,35% or negotiable commission; not less than PLN 5</td></tr>
<tr><td>5.</td><td colspan="3">Commission for the execution of a sell order in response to a call by way of invitation to sell securities.
[Commission on the value of shares being sold in response to a call].</td><td>0,6% or negotiable commission; not less than PLN 5</td></tr>
<tr><td>6.</td><td colspan="3">Commission for execution of a conversion order in response to a share swap call
(Commission on the value of the shares being converted)</td><td>0,6% or negotiable commission; not less than PLN 5</td></tr>
<tr><td>7.</td><td colspan="3">Commission for brokerage services with respect to trading in securities not admitted to trading in an organized market</td><td>0,95% or negotiable commission; not less than PLN 5</td></tr>
<tr><td>8.</td><td colspan="3">Commission for subscription for securities in a public offering</td><td>Rates in points 1 and 2, as appropriate</td></tr>
</table>

9.	Commissions on interbank market transactions	Rates in point 2, as appropriate

** commissions may be negotiated under the terms set out in point 3 above*

*** PUM – Brokerage Service Point*

VI. COMMISSIONS AND FEES FOR BROKERAGE SERVICES WITH RESPECT TO DERIVATIVES OR OTHER DERIVATIVE RIGHTS IN ORGANIZED TRADING (WSE, NEW CONNECT, BONDSPOT)

<table>
<tr><td rowspan="7">1.</td><td rowspan="2">Commission for concluding a purchase or sale transaction*</td><td colspan="3">Order placement channel</td></tr>
<tr><td>Internet</td><td>By telephone</td><td>Brokerage Service Point [PUM]</td></tr>
<tr><td>1) 1 index futures contract</td><td>PLN 9</td><td>PLN 12</td><td>PLN 15</td></tr>
<tr><td>2) 1 shares futures contract</td><td>PLN 3</td><td>PLN 6</td><td>PLN 9</td></tr>
<tr><td>3) 1 exchange rate futures contract</td><td>PLN 0.50</td><td>PLN 0.90</td><td>PLN 1.20</td></tr>
<tr><td>4) 1 option</td><td>2%
of the option value, but not less than PLN 2 and not more than PLN 9</td><td>2.5%
of the option value, but not less than PLN 2 and not more than PLN 15</td><td>3.0%
of the option value, but not less than PLN 2 and not more than PLN 15</td></tr>
<tr><td>5) index units</td><td>Pursuant to V.1</td><td>Pursuant to V.1</td><td>Pursuant to V.1</td></tr>
<tr><td>2.</td><td colspan="4">Negotiable commissions:
1) Periodic negotiable commission – minimum turnover: 15 contracts or options during one month before the determination of the negotiable rate;
2) Negotiable commission on a single order – minimum order size: 15 contracts or options.</td></tr>
<tr><td rowspan="2">3.</td><td colspan="2" rowspan="2">Expiration fee:
1) an index or shares futures contract;
2) A currency futures contract or options [fee charged per contract or option].</td><td colspan="2">PLN 8</td></tr>
<tr><td colspan="2">PLN 5</td></tr>
<tr><td>4.</td><td colspan="2">For expiration of index units (per position)</td><td colspan="2">0.5% of settlement value, but not less than PLN 1 and not more than PLN 5</td></tr>
<tr><td>5.</td><td colspan="2">Submission for execution or notification of resignation from execution of a financial instrument (per submission or notification)</td><td colspan="2">PLN 8</td></tr>
<tr><td>6.</td><td colspan="2">Exercise of warrants before expiration date (commission charged per warrant series)</td><td colspan="2">1% of the payment amount or a negotiable commission</td></tr>
<tr><td>7</td><td colspan="2">Exercise of financial instruments associated with delivery of the underlying instrument</td><td colspan="2">PLN 20</td></tr>
<tr><td rowspan="2">8.</td><td colspan="2" rowspan="2">Fee for transfer of derivatives:
a) to an account at DMBH (for each series)
b) to an account other than an account at DMBH (for each derivative right)</td><td colspan="2">PLN 20</td></tr>
<tr><td colspan="2">PLN 8 or a negotiable fee</td></tr>
<tr><td colspan="5">* commission may be negotiated in accordance with the rules set out in point 2</td></tr>
</table>

VII. COMMISSIONS FOR BROKERAGE SERVICES IN TRADING IN FINANCIAL INSTRUMENTS IN FOREIGN MARKETS

<table>
<tr><td>1.</td><td colspan="5">Shares, rights to shares, ETFs, certificates, bonds, other financial instruments – standard commission table*</td></tr>
<tr><td rowspan="3"></td><td rowspan="3">Trading venue</td><td colspan="3">Order placement channel</td><td rowspan="3">Minimum commission</td></tr>
<tr><td>Internet</td><td>Phone</td><td>Brokerage Service Point [PUM]</td></tr>
<tr><td colspan="3">Commission rate</td></tr>
<tr><td></td><td>BME Spanish Exchanges (SIBE)</td><td>0.5%</td><td rowspan="21">0.95%</td><td rowspan="21">1.5%</td><td>EUR 20</td></tr>
<tr><td></td><td>Borsa Italiana/Milan Stock Exchange (MIL)</td><td>0.5%</td><td>EUR 20</td></tr>
<tr><td></td><td>Deutsche Börse (XETRA) (FSE)</td><td>0.5%</td><td>EUR 20</td></tr>
<tr><td></td><td>London Stock Exchange SETS Market (LSE_SETS)</td><td>0.5%</td><td>GBP 15</td></tr>
<tr><td></td><td>NASDAQ OMX Copenhagen (CSE)</td><td>0.5%</td><td>DKK 150</td></tr>
<tr><td></td><td>NASDAQ OMX Helsinki (HSE)</td><td>0.5%</td><td>EUR 20</td></tr>
<tr><td></td><td>NASDAQ OMX Stockholm (SSE)</td><td>0.5%</td><td>SEK 150</td></tr>
<tr><td></td><td>NYSE Euronext Amsterdam (AMS)</td><td>0.5%</td><td>EUR 20</td></tr>
<tr><td></td><td>NYSE Euronext Brussels (BRU)</td><td>0.5%</td><td>EUR 20</td></tr>
<tr><td></td><td>NYSE Euronext Lisbon (LISB)</td><td>0.5%</td><td>EUR 20</td></tr>
<tr><td></td><td>NYSE Euronext Paris (PAR)</td><td>0.5%</td><td>EUR 20</td></tr>
<tr><td></td><td>Oslo Børs/Oslo Stock Exchange (OSE)</td><td>0.5%</td><td>NOK 150</td></tr>
<tr><td></td><td>SIX Swiss Exchange (Blue-Chip) (VX)</td><td>0.5%</td><td>CHF 20</td></tr>
<tr><td></td><td>SIX Swiss Exchange (SWX)</td><td>0.5%</td><td>CHF 20</td></tr>
<tr><td></td><td>Wiener Börse/Vienna Stock Exchange (VIE)</td><td>0.5%</td><td>EUR 20</td></tr>
<tr><td></td><td>SIX Swiss Exchange (Blue-Chip) (VX)</td><td>0.5%</td><td>CHF 20</td></tr>
<tr><td></td><td>SIX Swiss Exchange (SWX)</td><td>0.5%</td><td>CHF 20</td></tr>
<tr><td></td><td>Wiener Börse/Vienna Stock Exchange (VIE)</td><td>0.5%</td><td>EUR 20</td></tr>
<tr><td></td><td>US MAIN Exchanges (AMEX; NASDAQ; NSC; NYSE)
for Shares or ETFs having a value equal to or greater than $10 per share or ETF</td><td>0.5%</td><td>USD 25</td></tr>
<tr><td></td><td>US MAIN Exchanges (AMEX; NASDAQ; NSC; NYSE)
for shares or ETFs having a value lower than $10 per share or ETF</td><td>USD 0.04
per share or ETF</td><td>USD 25</td></tr>
<tr><td></td><td>MTF
shares, bonds and other financial instruments</td><td>0.5%</td><td>As per MTF cost – at least EUR 80</td></tr>
<tr><td></td><td colspan="5">In cases not listed in this table, a negotiable commission applies</td></tr>
<tr><td>2</td><td colspan="5">Sale of Foreign Securities before maturity (structured financial instruments) – 0.6%</td></tr>
<tr><td></td><td colspan="5">* negotiable commission</td></tr>
</table>

VIII. FEES FOR THE PROVISION OF INVESTMENT ADVISORY SERVICES

1.	Provision of investment advisory services	PLN 0

The effective date of the table of fees and commissions is 30 September 2024.

REGULATIONS FOR EXECUTION BY DMBH OF ORDERS TO BUY OR SELL DERIVATIVES AND FOR MAINTENANCE OF DERIVATIVES ACCOUNTS AND CASH ACCOUNTS

REGULATIONS FOR EXECUTION BY DMBH OF ORDERS TO BUOR SELL DERIVATIVES AND FOR MAINTENANCE OF DERIVATIVES ACCOUNTS AND CASH ACCOUNTS

CHAPTER I: GENERAL PROVISIONS

§ 1

1. Subject to items 3 to 4 these Regulations specify the rules for opening and maintaining derivative accounts, a cash account and the rules for executing orders to purchase or sells derivatives by the Brokerage Department of Bank Handlowy ("DMBH") for natural persons, legal persons and unincorporated organizational units, both residents and non-residents
2. The provisions of these regulations apply to trading in derivatives that are admitted to trading on the domestic regulated market
3. The provisions of these regulations are applied to the extent described by the regulations of entities that organize trading in derivatives
4. The rules for providing brokerage services in the manner specified in the regulations apply to: providing services to Investors classified by DMBH as a Retail Client within the meaning of the provisions of the Act on Trading, including the classification of a Professional Cilent as a Retail Client.
5. The terms used in the Regulations have the following meanings:
   1) **certificate of residence** – means a document issued for tax purposes, confirming the Investor's place of residence or registered office abroad, issued by the tax administration having jurisdiction over the Investor's place of residence or registered office;
   2) **derivatives** – means derivatives admitted to trading in a regulated market;
   3) **margin** – means funds maintained in the Investor's accounts at DMBH to secure settlement of obligations arising from the Investor's positions in derivatives trading;
   4) **DMBH** – means the Brokerage Department of Bank Handlowy;
   5) **KID document ("KID")** – within the meaning of Regulation (EU) No. 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs), a KID is a key information document prepared by an entity that creates or amends a retail collective investment product (*Packaged Retail Investment Product – PRIP*) that is an investment in which, regardless of its legal form, the amount to be returned to an individual investor is subject to fluctuations as it depends on reference values or changes in the value of one or more assets not purchased directly by the individual investor. Packaged retail investment products include, among other things, derivatives manufactured by the WSE as their manufacturer;
   6) **instruction** – shall be understood as the Investor's instruction, other than an order, for DMBH to take a certain action in relation to a specific brokerage service provided to that Investor;
   7) **business day** – shall be understood as every day except Saturdays, Sundays and other statutory holidays, during DMBH business hours;
   8) **WSE** – Giełda Papierów Wartościowych w Warszawie S.A. (*Warsaw Stock Exchange*)
   9) **Target Group** – a group of potential purchasers of a financial instrument which is aligned with their needs, characteristics or objectives, regardless of the manner in which the instrument was purchased or acquired by such purchasers. A Target Group is identified on the basis of criteria such as the type of the Investor, the Investor's knowledge and experience and financial situation, and in particular the Investor's ability to incur losses, the Investor's investment risk tolerance as well as the needs and objectives of the Investor.
   10) **Primary electronic mail address/Primary email address**– the main email address designated by the Investor for contacts with DMBH and the Bank, for the purpose of sending information

addressed individually to the Investor, in particular: notifications about concluded transactions, reports on the services in electronic form and other materials of a similar nature resulting from performance of the Agreement for the Investor;

11) **Primary Mobile Phone Number/Primary Mobile Phone** – the main mobile phone number designated by the Investor for contacts with DMBH and the Bank, used for communication with the Investor with respect to transmission by DMBH and the Bank of information by telephone, as well as other information, in particular SMS text messages, and other information resulting from performance of the Agreement with the Investor;

11a) **Information –** information referred to in § 4(2)(1) of the Regulations;

12) **KDPW_CCP** – means the clearing house at Krajowy Depozyt Papierów Wartościowych SA;

13) **KNF** – means the Polish Financial Supervision Authority [*Komisja Nadzoru Finansowego*];

14) **domestic regulated market** – means a multilateral system, operating permanently, dedicated to concluding transactions in financial instruments admitted to trading in this system, providing investors with universal and equal access to market information at the same time when matching offers to buy and sell financial instruments, as well as equal conditions for the purchase and sale of these instruments, organized and subject to supervision by a competent authority under the rules set out by the Act, notified by the KNF to the European Commission as a regulated market;

15) **Qualified electronic signature** – an advanced electronic signature that is made using a qualified electronic signature device and that is based on a qualified electronic signature certificate;

16) **financial instruments** – means financial instruments referred to in Article 2(1) of the Act on trading (including securities);

17) **Investor** – means a natural person (individual), legal person or unincorporated organizational unit, resident or non-resident, who has entered into an agreement with DMBH for provision of brokerage services. An Investor may be categorized either as a retail investor (client) or as a professional investor (client), as defined below;

18) **professional investor** – means an entity referred to in Article 3(39b) of the Act who has the knowledge and experience necessary to make appropriate investment decisions, and a retail client who, upon their written request, has been classified by DMBH as a professional client, provided that such retail client has the knowledge and experience necessary to make appropriate investment decisions, as well as to properly assess the risks associated with such decisions;

19) **retail investor** – means an entity that is not a professional investor and to whom one of the services covered by the Regulations is or is to be provided;

20) **unincorporated organizational unit** – means as an entity which is not a natural person or a legal person, which has the ability to acquire rights and incur liabilities on its own behalf and has capacity to be a party in court proceedings;

21) **LEI** (Legal Entity Identifier) – shall be understood as a 20-character, alpha numeric identifier of an entity based on the ISO17442 standard, assigned by LEI issuing agencies accredited by the Global Legal Entity Identifier Foundation (GLEIF); a unique global legal entity identifier;

22) **NKK** – client classification number – assigned by KDPW_CCP each time, also called the customer classification number;

23) **Client identification number (National ID)** – the unique identification number of a client who is a natural person (individual), assigned by the Client's country of residence – the PESEL number in the case of an Investor who is a domestic natural person, or another number specific to a foreign natural person, or both numbers at the same time, if applicable;

23a) **Knowledge and Experience Assessment** – assessing whether a service or financial instrument contemplated thereby are appropriate for the Investor;

24) **opening a position** – means the creation of rights and obligations related to the purchase or sale of derivatives (taking a long or short position);

25) **organizer of trading** – a company organizing the trading within the financial instruments trading system;

26) **portfolio** – means open positions in various types of derivatives, registered in the basic accounts of a given Investor, marked with the same portfolio identifier, reflected in the account

maintained by DMBH;

27) **DMBH employee** – means a person who is employed by DMBH or who performs for DMBH activities set out in the Regulations under a contract other than a contract of employment or a PUM employee;
28) **Brokerage Service Point („PUM")** – means a brokerage service point operating outside of DMBH in the organizational structure of the Bank.
29) **session record** – shall be understood as:
    a) a record of financial instruments and rights to receive financial instruments, which includes the number of rights and instruments recorded in the operating record: – decreased by the number of financial instruments and rights to receive them that were the subject-matter of the sales transaction concluded at the relevant session,
    – increased by the number of rights to receive financial instruments that were the subject of buy transactions executed during the session in question; and
    b) a list of cash items that includes the amount of unblocked cash held in a cash account, increased by the amount of cash to be received as a result of transactions involving the sale of financial instruments, which meet the conditions set forth in Article 7(5) of the Act on Trading, executed during the session in question, and decreased by the amount of cash allocated to the payments related to the transactions involving the purchase of financial instruments executed during that session;
30) **operating record** – means the record of financial instruments and rights to receive financial instruments that may be the subject of a sell order accepted for execution by DMBH prior to the opening of the session record; the number of financial instruments and rights to receive financial instruments in the operating record is equal to the sum of:
    a) financial instruments recorded in the securities account, excluding financial instruments that have been the subject of concluded but not yet settled sales transactions and are still recorded in the securities account,
    b) rights to receive financial instruments;
31) **derivatives account** – means an account in which derivatives are recorded;
32) **Regulations** – means these Regulations;
33) **Brokerage Regulations** – means the Regulations for acceptance and transmission as well as execution by DMBH of orders to buy or sell financial instruments and maintenance of securities accounts, registers and cash accounts;
34) **Regulation** – shall be understood as Regulation of the Minister of Finance of 30 May 2018 (as amended) on the procedure and conditions of operation of investment firms, the banks referred to in Article 70(2) of the Act on Trading in Financial Instruments and custodian banks or a legal act that supersedes the aforementioned Regulation – if it is repealed;
35) **PRIIP Regulation** – Regulation (EU) No. 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs);
36) **session** – means a stock exchange session;
37) **Agreement** – means the Agreement for execution by the Brokerage Department of Bank Handlowy (DMBH) of orders to buy or sell derivatives and maintenance of derivatives accounts and cash accounts;
38) **Brokerage agreement** – means an agreement for acceptance and transmission and execution by the Brokerage Department of Bank Handlowy (DMBH) of orders to buy or sell financial instruments and maintenance of a securities account, register and cash account;
39) **Act on trading** – means the Act of 29 July 2005 on trading in financial instruments (as amended, or any other legal act replacing this Act);
40) **relevant clearing house** – shall be understood, respectively, as KDPW CCP [*National Depositary for Securities – Central Counterparty Clearing House*], clearing house or another entity authorized to perform the clearing of transactions made in organized trading in respect of the financial instruments;
41) **initial margin** – means funds paid by the Investor at the time of placing an order to buy or sell derivatives for the purpose of concluding a futures transaction;

42) **order** – means an order to buy or sell derivatives or a declaration of intent with equivalent effects that covers financial instruments;
43) **broker order** – means an order or offer, as well as a response to an offer, issued by DMBH as the entity executing or transmitting the Investor's order on the basis of that order and submitted to the trading venue for execution;
44) **order At the Broker's Discretion** – means the Investor's order on the basis of which DMBH may issue more than one broker order or any other order or an offer, where the decision of the order execution shall be taken by the broker within the limits defined by the Investor.

§ 2

1. DMBH provides services consisting in execution of orders to buy or sell derivatives, in its own name, for the account of the Investor in a domestic regulated market, and in maintaining a derivatives account and a cash account for their servicing.
2. DMBH undertakes to maintain a derivatives account and a cash account for servicing this account under the terms and conditions set out by the Agreement and these Regulations.

CHAPTER II: SERVICES AGREEMENT

§ 3

1. The basis for the provision of services referred to in § 2(1) of these Regulations is the Agreement. The Agreement may be entered into on condition of prior conclusion of the Brokerage Agreement.
2. Prior to entering into the Agreement, DMBH may require the prospective Investor to submit the following documents or provide information in a form agreed with DMBH:

   1) Information about the level of necessary knowledge of investing in financial instruments and the Investor's investment experience, as well as their financial standing, investment objectives and needs, including the risk tolerance as needed **for the assessment of the Investor's knowledge and experience by DMBH and other information necessary to assign the Investor to a Target Group defined by DMBH**.The information referred to in this sub-item will be provided by the Investor by completing the Investor knowledge and experience assessment form, using the template provided to the Investor by DMBH,
   DMBH may carry out the **Assessment of the Investor's Knowledge and Experience or update it** based on the Information relating to an Investor or prospective Investor as received from the Bank in connection with services provided by the Bank to the Investor, or based on information in DMBH's possession provided that it is updated and adequate in light of the scope of service provided,
   2) information on the source of the prospective Investor's assets or funds, designation of the beneficial owner of the Agreement – in connection with anti-money laundering and counter-terrorist financing laws,
   3) documents referred to in § 5 of the Brokerage Regulations,

3. DMBH may require the Investor or prospective Investor to submit documents or information other than those specified in this chapter, to the extent required by law to enter into or perform the Agreement, or to perform DMBH's obligations under the law.
4. In the event that DMBH is notified of a change in the Information referred to in **item 2(1**) and such change leads to a change in the Knowledge and Experience Assessment or qualification for the Target Groups, DMBH will prepare and present to the Investor a new Knowledge and Experience Assessment. Notwithstanding the above:
   1) the Investor is obliged to immediately notify DMBH of any change in the information referred to in items 1 to 3 above,
   2) DMBH reserves the right to require periodic updates of information on investment knowledge and experience and information necessary to assign the Investor to a Target Group specified by DMBH in the form set out in item 2(1) above.
5. DMBH will inform a prospective Investor, using a durable information carrier, of existing conflicts of interest related to the provision of services to that Investor, in a situation where organizational and

administrative arrangements implemented by DMBH to prevent or manage such conflicts of interest are insufficient to ensure with reasonable certainty that the risk of damage to the Investor's interests will not occur. Such information will contain data allowing the Investor to make an informed decision as to whether to conclude the Agreement, including a detailed description of conflicts of interest arising during the performance of the Agreement. In such a case, the Agreement may be concluded on condition that the Investor confirms in writing that the Investor has received from DMBH information on the existing conflict of interest and that the Investor's intention is to conclude the Agreement.

6. DMBH will refuse to enter into the Agreement if:
    1) DMBH determines, based on the information referred to in item 2(1) above in the possession of or provided to DMBH, that the brokerage services to be provided under the Agreement are unsuitable for the prospective Investor, taking into account the individual situation of such Investor,
    2) the prospective Investor refuses or fails to provide DMBH with any of the documents or information referred to in item 2(1) to item 3 above, or
    3) the prospective Investor does not have legal capacity or has only limited legal capacity,
    4) the prospective Investor is not a party to the Brokerage Agreement.
7. The Regulations are not an offer within the meaning of Article 66 § 1of the Civil Code.

§ 4

1. As a condition for the Investor to start submitting orders to buy or sell derivatives:
    1) the Investor is required to have an NKK number and such number must be registered by DMBH with the relevant clearing house, and if the Investor is a legal person, an unincorporated organizational unit or a natural person conducting business activit
    and applying for the conclusion of the Agreement as part of that activity, the Investor is also required to have an LEI number,
    2) DMBH is required to deliver the KID document to the Investor. The KID will be provided as specified in § 17.
2. The Investor may have one NKK and one LEI only.
3. An Investor:
    1) not having an NKK submits, prior to concluding the Agreement, a statement that the Investor does not have it, and then obtains it via DMBH,
    2) not having an LEI obtains it via the entity referred to in § 1(6)(15),
    3) having an NKK or LEI provides the NKK or LEI held to DMBH. In this case, DMBH verifies and registers the Investor's NKK with the relevant clearing house.
4. An Investor who is a legal person or an unincorporated organizational unit or a natural person conducting business activity which has entered into the Agreement as part of business activity is required to keep the LEI code updated throughout the term of the Agreement.

§ 4a

1. DMBH shall limit the scope of the service of accepting or forwarding orders, or the service of executing orders to buy or sell financial instruments in the following cases:
    1) when, based on the updated Information, DMBH finds that the brokerage service is wrong for the Investor as the latter does not have knowledge of the nature and rules of provision of that service;
    2) when the Information indicates that the Investor's investment purpose is to protect capital at the level corresponding to the protection provided by money market financial instruments or bank deposit products that are not included in the service provided by DMBH;
    3) when, based on the updated Information, the level of risk acceptable to the Investor declined to the level of not accepting the risk of suffering any financial loss;
    4) in the case referred to in § 4a(6);
2. During the period of limitation of the scope of service provided, DMBH shall provide that service to the Investor as set out in the Regulations, subject to the following constraints:

1) DMBH shall accept from the Investor and execute solely orders to sell financial instruments, or to modify or cancel them;
2) DMBH shall accept the orders referred to in Item 1) only by phone or face-to-face at a PUM.

3. If the event referred to in Section 1 has occurred, DMBH shall notify the Investor thereof according to the procedure set out in § 143 of the Regulations. The provision of full service will be reinstated automatically when the event triggering the limitation has ceased to exist.
4. When the limitation of the Service referred to in Section 1 has lasted for at least three months, DMBH shall have the right to terminate the Agreement with the Client subject to the period of notice.

CHAPTER III: PROCEDURE FOR CONCLUDING THE AGREEMENT

§ 5

Subject to the provisions of the Regulations, the provisions of the Brokerage Regulations relating to the procedure and conditions for concluding the Agreement set out in Chapter II. “Agreement” apply accordingly.

§ 6

5. Where an Investor who is a natural person holds a Brokerage Agreement with DMBH, and the Agreement is to be concluded by correspondence, DMBH may waive the requirement of signing the Agreement in the presence of a notary public. In this case, the Agreement will be entered into when the signatures of the persons authorized by DMBH are affixed on the copy of the Agreement signed by the Investor, after DMBH has ascertained the conformity of the signature of the Investor affixed on the Agreement with the specimen signature held by DMBH in the Brokerage Agreement.
6. If the Investor's signature is found, as specified in item 1 above, not to be in conformity, DMBH will not sign the Agreement and return two copies of the Agreement to the Investor by sending them to the correspondence address provided by the Investor. In this case, the Agreement may be signed by correspondence provided that the Investor will sign the Agreement in the presence of a notary public or otherwise as specified by DMBH.

§ 7

In the case of an Investor who is a legal person or an unincorporated organizational unit, DMBH may waive the requirement to submit all documents required to conclude the Agreement set out in the Brokerage Regulations, provided that DMBH already has those documents in connection with the management of the Brokerage Agreement. In this case, the Investor may also declare that the specimen signature card submitted in connection with the management of the Brokerage Agreement applies to the Agreement.

CHAPTER IV: POWERS OF ATTORNEY

§ 8

Subject to the provisions of these Regulations, the provisions of the Brokerage Regulations regarding the conclusion of the Agreement by proxy and the manner and procedure for appointing, dismissing and acting though a proxy set out in Chapter III. “Powers of Attorney" apply accordingly.

CHAPTER V: CASH ACCOUNT

§ 9

1. The cash account is used to accumulate the Investor's funds related to trading in financial instruments (including trading in derivatives), to settle transactions concluded in such trading, to secure the performance of obligations arising from transactions concluded in trading in financial

instruments, to carry out clearing for transactions made in connection with the handling of financial instruments and the rights arising therefrom, including dividends, other income, and transactions made in connection with the sale or redemption of financial instruments – under the terms and conditions of separate agreements, regulations and laws.

2. Subject to the provisions of these Regulations, the provisions of the Brokerage Regulations set out in Chapter IV. “Cash Account” apply accordingly.

CHAPTER VI: DERIVATIVES ACCOUNT

§ 10

The derivatives account is used to record volumes and types of derivatives held by the Investor.

§ 11

1. Upon the Investor's request, DMBH may maintain more than one portfolio in the derivatives account. The Investor will submit the relevant application as appropriate for submitting orders and instructions.
2. DMBH reserves the right to maintain additional portfolios for different classes of derivatives without a separate order from the Investor.

§ 12

1. Subject to items 2 and 3 below, DMBH sets in the Agreement a limit of open positions in derivatives that the Investor may hold in the Investor's derivatives account at DMBH (“Commitment Limit”). Upon the execution of the Agreement with the Investor, DMBH sets the Commitment Limit at 20 positions in each class of derivatives in the Investor's portfolio. DMBH will amend the Commitment Limit upon the Investor’s request submitted as appropriate for submitting orders, provided that the criteria set out in item 4 below are met.
2. In the following cases, DMBH reserves the right to reduce the Commitment Limit without a separate order from the Investor, and will notify the Investor of such reduction as set out in the Agreement:
   1) when the Investor fails to meet any of the Investor's obligations related to derivatives trading,
   2) in situations specified by the mandatory provisions of law or regulations of the clearing house,
   3) upon the expiration of the term for which the Commitment Limit was granted by DMBH.
3. In the case more than one portfolio is maintained in one derivatives account, the Commitment Limit established in the Agreement applies to each open portfolio.
4. The amount of a modified Commitment Limit, in connection with item 1, depends on the Investor meeting the following criteria:
   1) holding a derivatives account for more than 1 month,
   2) whether during the last 2 years the Investor has failed to meet its obligations related to derivatives trading which resulted in the necessity to close open positions in the Investor's derivatives by a decision of DMBH,
   3) if the Investor has entered into other brokerage services agreements with DMBH – the impeccable history of cooperation with the Investor. The impeccable history of cooperation is understood as cooperation in the course of which:
      a) for the last 2 years, prior to the date of submission of an application for a limit change, there has been no case of non-payment, through the fault of the Investor, of a liability associated with a deferred payment date (“DPD”), in connection with the purchase of securities with a DPD or other financial liabilities of the Investor to DMBH,
      b) no case of gross breach of any agreement with DMBH has been identified,
      c) during the last 2 years, no bailiff seizures or other creditor claims aimed at satisfying third-party claims from the Client's assets at DMBH has been registered.

§ 13

Under instructions submitted by the Investor, DMBH will transfer the Investor’s derivatives to the Investor's account with another entity that maintains a derivatives account.

§ 14

As a condition for making an entry in a derivatives account at DMBH, as a result of transferring derivatives from an account at another entity that maintains a derivatives account, the Investor is required to provide a margin in the manner and in accordance with the terms and conditions set out in the Regulations, unless such margin is not required due to the construction of the derivatives.

§ 15

In the event that an Investor has placed an order or instruction for derivatives on the basis of an administrative decision or final court ruling, inheritance or in other cases of transfer of ownership of derivatives by general succession, the provisions of the Brokerage Regulations will apply as appropriate, subject to the provisions of these Regulations.

CHAPTER VII: DERIVATIVES INTERMEDIATION

Subchapter I: General conditions for placing orders and other instructions

§ 16

DMBH acts as an intermediary in the sale and purchase of derivatives under the Agreement, these Regulations and regulations, terms and conditions set out by the relevant clearing house and quotation organizers, as well as documents regulating the rules of issuance of and trading in derivatives.

§ 17

1. DMBH makes available to Investors, upon their request, documents governing the rules of issuance of and trading in derivatives.
2. Immediately after the execution of the Agreement, but no later than 1 day before the commencement of services, DMBH will transfer to the Investor the KID for a given derivative on a durable information carrier indicated in the Agreement in order to enable the Investor to read the above document. For derivatives admitted to trading during the term of the Agreement, DMBH will provide the Investor with the KID in accordance with item 6.
3. Subject to item 5, the delivery of the KID relating to a given derivative will also be deemed to have been made if the KID has been presented via the website indicated by DMBH to the Investor on a durable information carrier by providing the address of the website and indicating the place on that website from which the KID can be downloaded by the Investor and saved on a durable information carrier in order to read its contents.
4. Subject to item 5, after the execution of the Agreement with the Investor, DMBH will provide the Investor with a new or amended KID for the relevant derivative on a durable information carrier in the manner described in § 41 of the Regulations or via the website as described in item 3.
5. A KID may be presented via a website, provided that the Investor has chosen this method for providing information, in particular in the Agreement.
6. DMBH will deliver the relevant KID to the Investor before the Investor submits the first order for a given derivative. DMBH will not deliver the KID to the Investor again prior to submission of a subsequent order for that derivative, unless the KID has been modified. In such case, DMBH will deliver the amended KID to the Investor as set out in item 4.
7. The Investor should carefully read the KID prepared for the derivative covered by the order the Investor is submitting.
8. If the KID is provided as specified in item 3, DMBH will provide, free of charge, a printed copy of the document upon the Investor's request.

§ 18

1. Derivatives will be purchased or sold on the basis of orders submitted by the Investor to DMBH.
2. The investor may submit orders and instructions:
    1) in writing,
    2) by telephone, fax or other technical devices,

3) using electronic information carriers, in particular the Internet,
provided that the Agreement provides for such form of submission of orders or instructions.

§ 19

1. DMBH shall accept the Investors' orders for execution which shall contain the following details:
   1) name (company name) of the person submitting the order, and the number of the Investor's derivatives account,
   2) issue date and time,
   3) type and volume of derivatives covered by the order,
   4) portfolio number, if the Investor has more than one portfolio registered in the derivatives account,
   5) type of the order (purchase/sale of derivatives),
   6) price,
   7) the validity date of the order,
   8) NKK,
   9) LEI, in the case of Investors who are not natural persons,
   10) the signature of the Investor or the representative if the order is placed in writing.
2. An order should contain all necessary elements listed in item 1 above, otherwise DMBH will not accept it for execution, subject to the provisions governing acceptance of DDM orders. If an order is not accepted for execution, DMBH will notify the Investor of this fact as appropriate for placing orders and instructions.
3. In the case of a DDM order, instead of the number of derivatives, it is permissible to specify the maximum total value of transactions arising from the execution of such DDM order.
4. The Investor's orders, including in particular DDM orders, may contain additional conditions regarding their execution, provided that they are not in conflict with the laws and the regulations governing the execution of transactions in the market to which they are transmitted or in which they are executed, and if it is possible, based on that order, to transmit a broker order, any other order or an offer to be executed in a given market.
5. Upon the Investor's request, DMBH marks orders so that it is possible to distinguish them from other orders in case they were submitted on the basis of a DMBH recommendation, and in addition, in the case of every accepted DDM order.
6. DMBH shall accept orders with the maximum validity term not longer than 3 months. If a particular type of derivative expires before the expiration date of the order, such expiration also covers the Investor's order, which will expire on that derivative expiration date.
7. If the validity term designated in the Investor's order is longer than that defined in item 6 above, it shall be assumed that the validity term of the order is 3 months. In this case, the Investor shall have no claim for such an acceptance and execution of the order after the term defined in item 6.

§ 20

Subject to other provisions of the Regulations, the time limits for acceptance of orders, the procedure and conditions for placing orders in writing, the procedure and conditions for placing orders in a form other than in writing, the rules for cancellation and modification of orders, the procedure and conditions for placing and executing DDM orders, the rules for refusal to accept an order in case of likely manipulation, the procedure and conditions for accepting orders and instructions submitted by telephone, fax and other technical devices and via electronic information carriers, as well as the rules for use of DMBH's website are set out in the Brokerage Regulations and apply accordingly to orders to buy or sell derivatives.

§ 21

1. DMBH reserves the right not to accept or execute an order for derivatives if its execution would result in an overrun of:
   1) Commitment Limit,
   2) concentration limit for open positions that has been granted by the relevant clearing house to DMBH as a clearing participant,

3) DMBH's financial commitment limit as determined by the relevant clearing house,
4) in other cases, if they arise from the mandatory provisions of law or from the regulations of the relevant clearing house which are to ensure secure trading for its participants.
In this case, the Investor is not entitled to demand the acceptance and execution of an order.

2. DMBH will notify the Investor of the non-acceptance or non-execution of an order in the cases referred to in item 1 above as appropriate for placing orders. Such notification will be provided when the order is placed, but no later than by the end of the next business day after the day on which the order was placed.
3. The derivatives account and the cash account will not be used for the execution of instructions related to settlement, clearing, transfers, disbursements of benefits or the exercise of other rights of persons arising from financial instruments, with respect to transactions subject to sanctions imposed by the United Nations, the European Union and the United States of America the scope and nature of which can be found on the respective websites of the above-mentioned organizations, and in the case of sanctions imposed by the United States of America, on the website of the Office for Foreign Assets Control (OFAC), and in the manner specified in § 42 of the Regulations.
4. DMBH will execute an order submitted by the Investor provided that such order is not related to countries or entities subject to the international sanctions or embargoes referred to above.

Subchapter II: Rules for execution of orders by DMBH

§ 22

1. Subject to applicable laws and internal regulations of entities that organize quotations, based on the Investor's order, DMBH will prepare a broker order.
2. DMBH shall execute the Investor's orders immediately, in the sequence corresponding to the order of their acceptance, unless it is otherwise stated in the terms and conditions of order execution specified by the Investor, the nature of the order or prevailing market conditions or if such a sequence would be contrary to the Investor's interests.
3. DMBH will inform the Investor, in a manner appropriate for placing orders, and in particular by telephone or via electronic information carriers, of any material difficulties that may affect the proper execution of the Investor's order immediately after such difficulties are identified.
Commitment to operate in accordance with the rules most favorable to the Investor.

§ 23

1. DMBH shall execute orders in a manner that allows for generating the best possible yields for the Investor, while taking account in particular of the price of the financial instrument, the costs relating to the order execution, the time and the likelihood of entering into the transaction and its settlement, the size of the order and its nature. Detailed rules of DMBH's conduct in this regard are set out in the Policy of acting in the client's best interests and executing orders submitted by clients of DMBH, of which Investors are notified as specified in § 42 of the Regulations.
2. The provisions of item 1 will not apply if the Investor has specified the detailed conditions under which the order is to be executed to the extent determined by these detailed conditions.

Combining orders

§ 24

1. When executing Investor's orders, DMBH may execute them together with DMBH's own orders or other Investors' orders, provided that it is unlikely that the combination of the orders and transactions will, as a whole, prove detrimental to any of these Investors. Combining orders may adversely affect the outcome of an order.
2. The allocation policy for combined orders, which determines the rule of fair allocation of combined orders and transactions, including, but not limited to, how order sizes and prices affect their allocation and the procedure in the case of partial execution of a combined order, is set out in the Policy of acting in the client's best interests and executing and allocating orders submitted by clients of DMBH.

3. DMBH will inform the Investor of the merger of an order in a manner appropriate for placing orders and such information will be provided during the placement of the order, but no later than by the end of the day on which the order was submitted for execution.

Subchapter III: Procedure and conditions for executing orders in a regulated market

Procedure for and terms of executing orders

§ 25

1. DMBH will issue a broker order based on the Investor's order submitted to conclude a forward or futures transaction, provided that at the time the broker order is issued, the Investor holds a margin in the amount specified by DMBH. Otherwise, the Investor's order will not be executed, and the Investor has no right to demand that such order be accepted and executed.
2. DMBH issues a broker order on the basis of an order issued to:
   1) buy an option – provided that at the time such broker order is issued the Investor has full coverage of the value of the order and the expected commission,
   2) write an option – provided that at the time such broker order is issued the Investor has a margin (in this case the provisions of these Regulations apply accordingly),
   3) sell an option – provided that the Investor holds this option at the time the broker order is issued.
3. Subject to the other provisions of the Regulations, where the construction of derivatives implies that no margin is required to conclude a transaction in trading in such derivatives, DMBH will issue broker orders based on the Investor's order, provided that at the time such broker order is issued the Investor has full coverage of the value of the order and the expected commission.
4. Subject to the provisions of the Regulations, the procedure, conditions and time limits for checking order coverage that are set out in the Brokerage Regulations will apply accordingly.

Rules for providing margins

§ 26

1. When placing an order to enter into a forward or futures transaction, the Investor should, subject to item 2, have funds for the initial margin in the amount determined by DMBH in relation to the last clearing price, and funds in the amount of the expected commission. In the case of the first quotation of a given series of derivatives, the initial margin will be paid in relation to the reference price determined by the WSE or other organizer of quotation.
2. The initial margin is contributed in funds (cash).
3. DMBH will issue a broker order based on the Investor's order to conclude a forward or futures transaction, provided that at the time the broker order is issued the Investor has the initial margin. To this end, prior to transmitting the order for execution, DMBH will, without a separate order from the Investor, block the funds representing the initial margin in the Investor's cash account until the order is cancelled or expires, the position is closed or the derivatives expire. The provisions of item 4 shall apply accordingly.
4. In the event that the Investor submits an order causing the closure of a previously opened position, as well as in the event that an order is submitted leading to the opening in the same portfolio of positions opposite to those taken in another series of derivatives of the same class, DMBH may accept and execute the order without requiring the Investor to submit the initial margin or may request an initial margin in a lower amount if it results from the current balance of open positions in derivatives in the Investor's account.

§ 27

1. The amount of an initial margin is determined by DMBH. The basis for determining the initial margin is the amount of the required margin set by the relevant clearing house that DMBH is required to collect from the Investor. The amount of initial margin determined by DMBH may not be lower than the amount of the required margin set by the relevant clearing house.
2. DMBH reserves the right to increase or decrease the initial margin without a separate instruction from the Investor. DMBH decides to change the amount of initial margin as a result of:

1) changes to the requirements of the relevant clearing house related to determining the minimum amount of initial margin that DMBH is required to collect from the Investor, or
2) a change in the risk of hedging a position due to the volatility of quotations of derivatives or their underlying instruments.
3. The amount of initial margin may be changed provided that the new value is not lower than the amount of the required
margin set by the relevant clearing house.
4. The amount of initial margin is communicated to Investors as specified in § 42 of the Regulations or upon the Investor's request at the time of placing an order.

§ 28

The initial margin becomes the margin upon execution of the order. In the case of partial execution of the order, the margin includes the portion of initial margin appropriate to the execution of the order.

Initial margin control and replenishment

§ 29

1. DMBH determines the minimum amount of margin for particular types of derivatives.
2. If the margin declines below the minimum margin amount set by DMBH, the Investor will have to replenish it.
3. The basis for determination of the minimum amount of margin by DMBH is the amount of required margin set by the relevant clearing house in excess of which the clearing house will call DMBH to replenish the Investor's margin or close the Investor's position. The minimum margin amount determined by DMBH may be:
   1) neither lower than the amount of the required margin set by the relevant clearing house, nor
   2) higher than the initial margin.
4. DMBH reserves the right to increase or decrease the minimum amount of margin. DMBH decides to change this amount as a result of:
   1) changes in the requirements of the relevant clearing house related to determining the required amount of margin, or
   2) a change in the risk of hedging a position due to the volatility of quotations of derivatives or their underlying instruments.
5. The minimum amount of margin may be changed provided that the new value is not lower than the amount of the required margin set by the relevant clearing house.
6. The minimum amount of margin is communicated to Investors as specified in § 42 of the Regulations and at the time of placing an order.

§ 30

1. The investor is required to control the number of positions held and the balance of margins.
2. If, after DMBH has made final settlements after a session or trading day, the value of the Investor's margin for concluded forward and futures transactions or positions held in derivatives falls below the minimum margin amount, the Investor will be required to replenish it to the amount of initial margin no later than 15 minutes before the start of the next trading session of these derivatives, subject to items 4 to 7.
3. DMBH will send the Investor a call to:
   1) replenish the margin, including the required replenishment amount,
   2) pay the liability arising from a position taken in derivatives,
   immediately after the daily and final settlements with the Investor are made and as specified in the Agreement.
4. Pursuant to the power of attorney granted to DMBH by the Investor in the Agreement or in a separate document, DMBH will, without a separate instruction, replenish the margin, as described in item 2, on behalf of the Investor with funds held in the cash account, unless the Investor decides

otherwise and issues, prior to the opening of derivative quotations, an order or orders to close certain positions of the Investor's choice in an amount necessary to achieve margin value equal to initial margin value.
In this case, the Investor is required to issue a limit order with a price that ensures its execution, i.e. at any price, at best price or at market price.

5. In the event that the margin has decreased as described in item 2 and:
   1) the Investor is impossible to notify as specified in item 3 and there is no power of attorney referred to in item 4, or
   2) there is a shortage of funds in the cash account, or
   3) orders referred to in items 4 and 5 have not been executed,

   DMBH will close the Investor's positions selected by DMBH, during the next session, in the amount necessary to reach margin value equal to initial margin value, by issuing broker orders starting from the opening of quotations of derivatives with the limit set as at any price, at best price or at market price. DMBH will select positions to close taking into account the specifics of trading in derivatives.
6. In a situation where there is a threat to the security of trading participants or a risk of significant price volatility of derivatives or their underlying instruments, DMBH reserves the right to verify the amount of margin during a session or trading day in the manner referred to in item 2, with reference to the settlement price at the time of verification of margin by DMBH, and to call the Investor to replenish the margin within the time specified in the call. The rules set out in this section will apply accordingly.

Exceeded limits of financial commitment and exceeded open derivatives positions

§ 31

1. In a situation where the security of participants in derivatives trading is at risk, including a situation where the limits referred to in § 21(1)(2) – (4) are exceeded, the relevant clearing house, under its powers, may:
   1) close certain derivatives positions of the Investor or Investors, which positions the clearing house may select at its own discretion, or
   2) not to allow the opening of new derivatives positions of the Investor or Investors – in this case, the Investor has no right to demand that an order be accepted or executed.
2. In the case specified in item 1 above, the activities listed in this item may also be performed by DMBH at the request of the relevant clearing house on the terms and in the manner as specified in the specific regulations of that clearing house or under other mandatory provisions of law.
3. If the Investor's Commitment Limit is exceeded, DMBH reserves the right to close selected derivatives positions of the Investor in an amount necessary for the Investor to reach the allocated limit. DMBH will close such positions starting with the most liquid instruments, provided that the specifics of derivative trading are taken into account and following the principle of acting in the Investor's best interests.
4. DMBH will notify the Investor of the occurrence of an event specified in items 1 to 3 above as appropriate for placing orders, and in particular by telephone.

DMBH's actions in the event of the Investor's failure to meet assumed obligations

§ 32

1. In the event of the Investor's failure to meet its obligations related to derivatives trading, DMBH, based on the authorization granted by the Investor in the Agreement or a separate statement, has the right to:
   4) close certain open derivatives positions of the Investor, selected by DMBH,
   5) sell certain financial instruments, selected by DMBH, held in the Investor's accounts, and satisfy DMBH’s claims from the proceeds thus obtained, or
   6) satisfy DMBH’s claims from the funds in the Investor's cash account.
2. DMBH will make the order of performance of the actions set out in item 1 above conditional on the cause and circumstances of DMBH’s claim, provided that the specifics of derivatives trading are taken into account. If the procedure for satisfying DMBH’s claims is not specified in the Regulations or external regulations, DMBH will perform the actions specified in item 1 above starting with the

most liquid assets, taking into account the specifics of derivatives trading.

Settlements of executed transactions, records

§ 33

1. In connection with its intermediation in trading in derivatives, DMBH makes entries:
    1) on derivatives accounts – solely on the basis of evidence of record, the minimum content of which is determined by the relevant clearing house,
    2) in operational registers – on the basis of evidence of record, the minimum content of which is determined by the relevant clearing house,
    3) on the Investor's cash account – on the basis of evidence of record, the minimum content of which is determined by the relevant clearing house, as well as on the basis of correct and reliable evidence issued in accordance with separate regulations of the relevant clearing house.
2. Funds blocked as initial margin or margin are registered separately from any other funds of the Investor.

§ 34

1. After receipt of clearing documents from the relevant clearing house, immediately after the clearing of a session has been completed, DMBH will make daily and final settlements with the Investor by crediting or debiting the Investor's cash account, as appropriate.
2. In the event that daily or final settlements result in the Investor's obligation to pay the settlement amount, this amount will be deducted from the margin balance.
3. In the event that daily or final market settlements result in an amount due to the Investor, such amount will be added to the balance of the Investor's margin, but only up to an amount not exceeding the initial margin. The remaining excess of the settlement amount will be unblocked by DMBH and transferred to the Investor's cash account without a separate instruction from the Investor.
4. If all of the Investor's open positions are closed, then – without the Investor's separate instruction – any funds blocked for margin will be unblocked and transferred to the Investor's cash account.
5. On the basis of documents confirming the conclusion of transactions received from the organizer of quotation, DMBH monitors during a session, and before performing the actions referred to in item 1, the balance of liabilities and receivables of the Investor resulting from the derivatives positions closed during that session, and reserves the right to block funds in the cash account of the Investor in the amount corresponding to the loss realized as a result of closing the position by the Investor.

CHAPTER VIII: SCOPE OF DMBH LIABILITY, METHODS AND TIME LIMITS FOR HANDLING COMPLAINTS FILED BY INVESTORS

§ 35

1. In connection with DMBH's non-performance or improper performance of DMBH's obligations under the Agreement, DMBH will be liable to the Investor for any losses incurred by the Investor, under the general principles of law, subject to item 2 below.
2. Where DMBH is liable towards the Investor, in accordance with the applicable laws, for losses sustained as a result of DMBH's non-performance or improper performance of the Agreement, the liability shall be limited to the losses suffered by the Investor.

   The above provision will not apply to liability to Investors who are consumers within the meaning of Act of 23 April 1964 – Civil Code.

§ 36

1. The Investor is obliged to check the correctness of received notifications on conclusion of transactions, account statements and other reports on DMBH's performance of the Agreement, and if an error is found, to immediately notify DMBH thereof.
2. DMBH has the right to correct an erroneous entry in the account on its own, and is required to notify the Investor thereof.

§ 37

1. The Investor may file a complaint:
   1) in writing:
      a) in person at a PUM, during the PUM's business hours or,
      b) by mail to the address of DMBH's registered office, or
      c) by sending it to the electronic delivery address (e-delivery): AE:PL-51087-16873-WFBWS-31. As the Brokerage Department is a separate organizational unit of Bank Handlowy w Warszawie S.A., the address indicated above is the address of Bank Handlowy w Warszawie S.A. In order to improve communication, if communication is sent via an electronic delivery address, it should be indicated that the correspondence is for the Brokerage Department of Bank Handlowy.
   2) orally:
      a) by telephone at DMBH's telephone numbers, or
      b) in person for the record during the Client's visit to a PUM, during the PUM's business hours,
   3) electronically – by email to DMBH's email address.
2. The Investor may file a complaint by a representative authorized under a power of attorney granted in writing and with signature authenticated by a notary public or granted under a notarial deed or granted by the Investor in PUM in writing in the presence of the DMBH's employee.
3. In order to effectively and swiftly handle a complaint, it will be advisable to include a description of the event in question, an indication of the subject irregularity, the name of the employee who served the Investor (or circumstances enabling their identification), and in case of a loss – an explicit determination of the Investor's claim with respect to the irregularities that occurred.
4. DMBH may demand that the Investor present supporting information and documents if such information and documents are required in order to review the complaint.
5. Investors shall be notified of the outcome of the complaint handling process within 30 days from the date on which DMBH received the complaint: in writing by registered mail to the Investor's mailing address designated in the Agreement, or by email, at the Investor's request, to the Investor's email address designated in the Agreement.
6. If claims of an Investor who is a consumer are not accepted, the dispute between such Investor and DMBH may be resolved through out-of-court dispute resolution proceedings conducted by the Financial Ombudsman. The Financial Ombudsman conducts the proceedings at the request of the Investor served by DMBH. DMBH's participation in such proceedings is mandatory. Details of the Financial Ombudsman are available on the website: https://rf.gov.pl and on the website of DMBH. Such information is also communicated to Investors as specified in § 42 of the Regulations.
7. In particularly complicated cases, which make it impossible to consider the complaint within 30 days, DMBH, in the information provided to the Investor, explains the reason for the delay, indicates the circumstances that must be established for the processing of the case, and specifies the anticipated time limit for the processing of the complaint, which may not exceed 60 days from the date the complaint was received. In a situation where the complaint handling time exceeds 60 days, the complaint will be deemed to have been decided in favor of the Investor, unless otherwise provided by law.
8. The provisions of items 1 and 2 will apply as appropriate if the Investor files a complaint with respect to the PRIIP Document against the WSE as manufacturer of the derivative in question. In such case, DMBH will forward the complaint to the WSE, while notifying the Investor of that fact.

CHAPTER IX: RULES FOR PAYMENT AND COLLECTION OF FEES AND COMMISSIONS, AND METHODS FOR SETTLEMENT OF DMBH'S CLAIMS

§ 38

1. DMBH charges fees and commissions that are as set out in the DMBH Table of Fees and Commissions ("TFC") for services provided and activities performed in connection with the maintenance of accounts. The DMBH Table of Fees and Commissions is issued under an order of the President of the Bank's Management Board. DMBH is authorized to amend the TFC to increase or introduce new fees or commissions and to differentiate them depending on how services are provided within 6 months from the occurrence of any of the circumstances listed below:

1) in the event of introduction of new services or changes in the scope of existing services, including changes in distribution channels or in the methods of accepting orders and instructions, provided that, in such a case, changes to the TFC will only include (i) changes in those fees and commissions that are charged for the provision of those services the scope of which has changed, or (ii) addition of new fees and commissions for newly introduced services, provided that such changes will not affect the Investor's obligations if the Investor does not use such new services or the enhanced functionality of existing services,
2) in the event of a change to existing or introduction of new laws or guidelines, recommendations or decisions issued by the KNF or other supervisory authorities, changes in the interpretation of laws by courts, supervisory authorities or other competent authorities or bodies, affecting the rules of provision by DMBH of services, regulated in these Regulations, resulting in an increase in costs incurred by DMBH to provide such services,
3) if the inflation rate (an increase in prices of consumer goods and services) in a given calendar month of a year is 0.5% or higher versus the rates published for the corresponding (annual, quarterly or monthly) period,
4) an increase in tax rates or the introduction of new mandatory taxes or fees directly affecting the increase in the cost of services provided under the Regulations, unless the law prohibits the increase or introduction of new fees or commissions in such a particular case,
5) an increase in tax rates or the introduction of new mandatory taxes or fees imposed on DMBH, as a business entity, having a direct impact on the increase of DMBH's operating costs related to the services provided under the Regulations,
6) an increase in prices of energy, prices of telecommunications services, postal services, costs incurred by DMBH for the benefit of supervisory authorities, clearing houses, the WSE and other capital market institutions or prices of other services provided to DMBH by third parties, if such services are provided for the purpose of performance by DMBH of agreements entered into with the Investor, provided for in the Regulations, leading to an increase in costs incurred by DMBH to provide the services governed by the Regulations, as compared to the previous prices in the corresponding period (yearly, quarterly or monthly).

2. DMBH is authorized to introduce new fees or commissions or to increase them in the case of a new service or a new functionality within an existing service, not previously offered by DMBH and not provided for in the applicable TFC.
3. A change to the TFC will be preceded each time by an analysis of the occurrence of the premises indicated in items 1 and 2, and the reason justifying the change to the TFC will be communicated to Investors in the case of each change to the TFC in the manner referred to in § 42 of the Regulations.
4. Subject to item 2, a change in commissions or fees provided for in the TFC may be made each time the circumstances indicated in item 1 occur, but no more often than 4 times a year. The degree of a change will be commensurate with the degree of changes in the costs included in the basis for the change in the TFC.
5. The provisions of § 48(2) and (3) of the Regulations will apply accordingly to notifications to the Investor of changes to the TFC and the effective date of such changes to the TFC, and the Client's right to terminate the Agreement in connection with such changes to the TFC.
6. DMBH shall have the right to withdraw the existing fees and commissions or change their names at any time. Information on the withdrawal of existing fees and commissions or on a change of their names will be announced as specified in § 42 of the Regulations.
7. DMBH may, unilaterally, reduce the amount of the rates defined in the Table of Fees and Commissions or suspend them. The reduction or suspension of the fees and commissions according to the procedure set out above or a change of other information that is contained in the Table of Fees and Commissions and that is not related to the fees and commissions amount and that does not have any impact on the Investor' liabilities towards DMBH shall not be considered an amendment to the Agreement's terms and conditions. The information on that fact will be communicated by DMBH to Investors as specified in § 42 of the Regulations.
8. Subject to item 9 and other cases set out in the Regulations, in the event that the Investor's liabilities to DMBH, including with respect to fees and commissions, exceed the funds in the cash

account or the balance of the cash account is negative, the Investor will be required to pay such liabilities without delay. In this case, any proceeds to the Investor's cash account will be credited by DMBH against such receivables to the extent permitted by law.

9. DMBH is authorized to collect fees and commissions and other amounts due to DMBH from the Investor from the cash account without a separate instruction of the Investor, and in case DMBH has an appropriate authorization granted by the Investor (included in particular in a separate power of attorney or the Agreement) from the bank account or other accounts indicated in such authorization. DMBH collects fees at the times specified in the TFC or in the Agreement. Subject to the other provisions of the Regulations, the TFC or the Agreement, DMBH will collect the fee on the transaction settlement date.
10. The provisions of Article 773 of the Civil Code will apply as appropriate to secure DMBH's claims related to commissions, fees and any other receivables.
11. In the event that the Investor fails to pay funds to cover the Investor's liabilities to DMBH as specified in items 8 and 9 and there is a negative balance on the cash account, DMBH will call the Investor to pay the outstanding amounts by a specified date. The DMBH shall submit the request:
    1) by means of a durable information carrier, in particular in writing as information in an account statement related to the Investor's account or in a report on the performance of the Agreement sent in accordance with the Regulations,
    2) by means of an electronic information carrier, by telephone or otherwise as appropriate for placing orders.

    The call shall include information on the obligation to replenish the negative balance with a date of such replenishment.
12. In the event of failure to make payment in the amount and by the date specified in the call, subject to the specific provisions of the Regulations related to DMBH's activities in the event of a default under the Agreement against DMBH, DMBH, pursuant to the authorization granted by the Investor in the Agreement or a separate statement, is entitled to satisfy DMBH's claims against the Investor from the Investor's assets registered, held or deposited with DMBH in the following order:
    1) from other cash accounts of the Investor at DMBH,
       and in the event of shortage of funds in the Investor's cash accounts in the amount necessary to fully satisfy DMBH's claims, DMBH is entitled to satisfy DMBH's claims against the Investor,
    2) from the Investor's financial instruments registered, held or deposited in the Investor's accounts or registers with DMBH, by selling them and using the proceeds of sale to satisfy DMBH's claims. DMBH will first sell financial instruments whose market value is equal or close to the amount of DMBH's claims against the Investor, provided that DMBH is required to take into account the degree of liquidity of the instruments and the current market situation.

    When performing the activities referred to above DMBH will adhere to the principle of acting in the Client's best interests.

Methods and time limits for payment of fees and commissions by the Client

13. DMBH will collect:
    1) commissions – immediately upon receipt by DMBH of a document confirming the conclusion of the transaction, showing that the Client's order has been executed in full or in particular parts, until the Client's order has been executed in full,
    2) fees – prior to execution of the activity, unless the TFC specifies a different fee collection procedure.
14. Commissions for activities related to purchase or sale of derivatives or other derivative instruments – are charged on each individual derivative instrument purchased or sold by the Client.
15. If the Client concludes transactions in financial instruments in:
    1) the Polish currency – commissions are charged and collected in Polish zlotys from the Client’s cash account maintained in Polish zlotys,
    2) in a currency other than the Polish zloty:
       a) commissions are charged in the currency of quotation and collected from the cash account maintained in that currency, if DMBH maintains such a cash account for the Client, or
       b) commissions are charged in the currency of quotation and collected in Polish zlotys from the

cash account maintained in the Polish zloty, if DMBH maintains the cash account for the Client only in Polish zlotys.

16. Fees for services charged:
    1) in Polish zlotys – are collected from the cash account maintained in Polish zlotys,
    2) in a different currency – are collected from the cash account maintained in that currency, and if there is no such account, from the cash account maintained in Polish zlotys.
17. Fees and commissions may also be collected:
    1) from the Client's bank account at the Bank on the basis of authorization granted by the Client specifying the number of the bank account from which they may be collected, or
    2) in any other manner agreed with the Client.
18. The rules for collecting funds from the cash account are set out in the Regulations.

CHAPTER X: RULES FOR PROVIDING REPORTS ON THE PERFORMANCE OF THE AGREEMENT AND OTHER INFORMATION

Reports on the Agreement performance

§ 39

1. DMBH will send the Investor a notification to confirm the execution of an order ("notice of the transaction conclusion"); such a notice will be sent as soon as possible and no later than on the first business day after the order was executed
   DMBH will transmit a transaction conclusion notice as specified in § 41 of the Regulations.
2. The provision of the notice of the transaction conclusion pursuant to item 1 shall not exclude the Investor's right to request information on the execution of the order. The request referred to in the preceding sentence shall be submitted to DMBH through a channel used for placing orders. DMBH reserves the right to charge a fee for providing the information referred to above, depending on the form in which it is provided; the amount of the fee is defined in the Table of Fees and Commissions.

Account statements and cost information

§ 40

1. By the last day of each month following the end of each calendar quarter, DMBH will prepare a statement showing the status of the derivatives account and the balance of the cash account. Such statement includes a summary of the assets held or recorded by DMBH, including cash, and including in particular an indication of the type, name and number of derivatives as at the last day of the preceding quarter, and will be sent by DMBH to Investors free of charge as specified in § 41 of the Regulations. The date of delivery of the statement prepared as at the end of the last quarter is specified in item 2.
2. Each year, by 31 January, DMBH prepares a statement showing the status of the cash account and the derivatives account as at 31 December of the previous year and sends it to Investors free of charge as specified in § 41 of the Regulations.
3. Upon the Investor's request, DMBH, for an additional fee set out in the TFC, may prepare other reports or confirmations of operations performed in the derivatives account or cash account, in particular an account statement, with a frequency higher than the frequency specified in item 1.
4. The provisions of item 1 do not restrict the Investor's right to receive information on the current status of the cash account and derivatives account in a manner appropriate for placing orders.
5. Each year, by 31 March, DMBH will prepare and send to the Investor, as specified in § 41 of the Regulations, ex post information on total costs and fees, including all costs and related fees accrued and collected by DMBH in the prior calendar year in connection with a service provided under the Agreement and the Regulations, and, separately, information
   on payments received by DMBH from third parties in connection with such service, as well as on costs and fees related to the issuance and management of derivatives covered by such service. Ex-post information on total costs and fees also includes costs and fees related to other services, if they were provided by DMBH to the Investor under separate agreements, as well as related payments from third parties and costs of financial instruments, when required by law. Such information is presented in aggregate form. Ex post information on total costs and fees shows, for illustration

purposes, the cumulative effect of total costs and fees on the return on investment.

6. DMBH will retain information and documents related to the performance of the Agreement for the period of time indicated by law, therefore DMBH will execute the Investor's instructions for the transfer of information, reports or other documents provided that the period for their retention by DMBH has not expired.

Information addressed individually to the Investor

§ 41

1. Subject to the provisions of the Regulations providing for a special procedure for transmitting correspondence or information, all other correspondence and information addressed individually to the Investor (including transaction conclusion notifications) will be transmitted by DMBH in electronic format, unless the law requires that such information be transmitted in a special form or the Client has requested its transmission in writing, subject to item 2.
2. If DMBH does not have data allowing it to provide information to the Clients in an electronic format, it must provide that Client with information in writing.
3. DMBH will provide the information referred to in item 1 to the Investor in the manner specified below, depending on the type of durable information carrier. In the case of:
   1) in writing – to the correspondence address indicated by the Investor,
   2) email – to the Investor's Primary Email Address,
   3) a form other than above, but which is a durable carrier – in the manner individually agreed with the Investor.
4. If the information referred to in item 1 is transmitted in a form other than printout, DMBH reserves the right to determine additional conditions that must be met to ensure the security of the information transmitted. The Investor will be notified of the above-mentioned conditions by DMBH as specified in § 42 of the Regulations.
5. DMBH will inform in writing Clients who receive information in writing of its intention to transmit such information in electronic format at least 8 weeks prior to the date of commencement of its transmission in this format, and of the possibility of its further delivery in writing upon the Client's request.

Information addressed to all Investors

§ 42

1. All DMBH's messages, and also other information addressed to all Investors, as set out in the Regulations, or other information relating to the services being provided which is not addressed personally to the Investor, will be communicated to the Investor as follows:
   1) in writing – by posting at PUMs,
   2) electronically – by posting on DMBH's website, and
   3) by telephone or other data transmission devices – upon the Investor's request.
2. Where applicable laws and regulations require that the information referred to in item 1 be provided on a durable carrier, it will be additionally provided in accordance with § 41, unless these laws and regulations also permit the provision of such information via a website, which is a not a durable carrier, and the Investor has unequivocally agreed to information being provided in this manner. In such a case, DMBH shall provide the Investor with an electronic notice to the Investor's email address, including the address of the website and the place where such information may be found.

CHAPTER XI: REGISTRATION OF CONTACTS WITH THE INVESTOR

§ 43

1. DMBH advises hereby that telephone calls with the Investor are recorded, and electronic communications with the Investor, including SMS/MMS, are saved. A copy of the recording of conversations with the Investor and communications with the Investor shall be available upon the Investor's request for a period of five years and, where requested by the KNF, for a period of up to seven years. The fee for making a copy of the recording or communications available is set forth in

the Table of Fees and Commissions (TFC).

2. Where it is impossible to record a conversation with the Investor that leads to a transaction, DMBH reserves the right to make notes of such a conversation and to register and keep it in a manner defined by DMBH.
3. DMBH shall record and store the conversations or communications referred to in item 2 on electronic, magnetic, optical or other media and shall store them for the period stipulated in applicable laws.
4. DMBH shall make available a copy of the recording of a conversation or a copy of electronic communications with the Investor during the period for which it is stored upon the request of the following parties:
    1) Investor – submitted through a channel used for placing orders or submitting instructions, subject to payment of the charge for the preparation of the aforementioned information in the amount set forth in the Table of Fees and Commissions;
    2) the competent national authority authorized to receive such information pursuant to applicable laws.

CHAPTER XII: FINAL PROVISIONS

Termination of the Agreement by the Investor

§ 44

1. Subject to item 3 below, the Investor may terminate the Agreement at any time in writing upon 1-month notice.
2. Submission by the Investor of an instruction to close the cash account is also termination of the Agreement.
3. The Investor may dissolve the Agreement without notice with immediate effect, in the form appropriate for the submission of instructions, provided that at the time of dissolution of the Agreement:
    1) no derivatives are recorded in the Investor's derivatives account, and
    2) the Investor's cash account has a cash balance of PLN 0.00, and there are no recorded rights of the Investor to receive cash, in particular from unsettled transactions, and there are no recorded amounts receivable by DMBH with respect to fees or commissions due.

Termination of the Agreement by the DMBH

§ 45

1. DMBH may terminate the Agreement upon 1-month notice , in the following cases:
    1) if for a period of three consecutive months: (i) no cash was recorded in the Investor's cash account, and (ii) no derivatives were recorded in the Investor's derivatives account,
    2) discontinuation by DMBH of the services covered by the Agreement,
    3) where the Investor has failed to make any payment in the amount and within the time limit specified in a call for payment referred to in § 38(11).
    4) in the case referred to in §10a (4).
2. DMBH may terminate the Agreement without notice if the Investor, in the Investor's relationships with DMBH, violates the provisions of applicable laws.
3. DMBH shall give the termination notice to the Investor or notify the Investor of the Agreement termination without notice:
    1) in writing by registered mail to the last mailing address provided by the Investor to DMBH; or
    2) to the last email address communicated by the Investor to DMBH pursuant to § 41(3) of the Regulations; or
    3) in another manner agreed with the Investor.

Dissolution of the Agreement

§ 46

1. Subject to the provisions of § 44(3) and § 45(2) of the Regulations, the Agreement will dissolve upon the expiry of the notice period.
2. Additionally, the Agreement shall expire as a result of:

1) death of the Investor;
2) the Investor having been declared bankrupt;
3) the Investor's liquidation having been initiated;
4) the Investor who is a legal person having lost its legal person status;
5) the Investor who is an unincorporated organizational unit having lost its capacity to engage in legal transactions.

3. On the date of termination or expiration of the Agreement, the cash account and the derivatives account will be closed, provided that if the Investor's assets are recorded in such an account, that account will be closed after authorized persons, in particular the Investor's legal successors, have disposed of them.

Disposition of assets by the Investor after termination of the Agreement

§ 47

1. If, at the time the Agreement is terminated (by either DMBH or the Investor): (i) any derivatives are recorded in the derivatives account or orders are placed to purchase derivatives or (ii) there is cash or rights to receive cash in the cash account, the Investor agrees to: (i) submit orders to sell all derivatives or transfer them to another derivatives account, (ii) cancel all orders under which transactions have not yet been concluded, and (iii) transfer all funds from the cash account to the Investor's bank account before the expiration of the notice period.
2. If after the expiration of the notice period:
   1) any derivatives are recorded in the derivatives account, DMBH will sell them for the Investor's account at the market price prevailing at the time the order to sell them is issued,
   2) any orders are placed under which transactions have not yet been concluded, DMBH, acting on behalf of the Investor, will cancel such orders, or
   3) the cash account includes any funds (including funds that will be credited to the cash account after financial instruments are sold and will be unblocked after cancellation of orders under which transactions have not been concluded), DMBH will transfer such funds to a separate non-interest bearing cash account maintained by DMBH. DMBH will notify the Investor of the transfer by sending information on the number of the cash account to which the transfer was made, to the last correspondence address provided by the Investor.
3. Prior to the transfer of funds from the cash account as provided for in items 1 and 2 above, DMBH may satisfy its claims against the Investor from the funds available in the cash account.

Amendments to the Regulations

§ 48

1. DMBH reserves the right to introduce amendments to the Regulations or to introduce new Regulations for a valid reason, i.e. in the following cases:
   1) in the event of changes in the legal regulations;
   2) changes to recommendations, guidelines or decisions issued by the KNF, the President of the Office for Competition and Consumer Protection [*UOKiK*] or other public administration authorities,
   3) a change in the standards of service provision or market practice;
   4) a change in the scope of business operations of DMBH;
   5) changes in how DMBH provides services, provided that such changes do not lead to an increase in the burden on the client and do not violate the interests of the client,

   to the extent the above events affect the terms and conditions of provision by DMBH of any services covered by the Regulations or any provisions set out in the Regulations.
2. Notification of changes to the Regulations or new Regulations will be sent by DMBH to the Investor on a durable information carrier indicated by the Investor to DMBH, which carrier is referred to in § 41, provided that if printout is selected as such durable information carrier, DMBH will send the Regulations by mail no later than 30 days prior to the effective date of the amended or new Regulations.
3. Investors shall be bound by the amended or new Regulations as of their effective date, unless Investors terminate the Agreement within 14 days as of being delivered the amended or the new Regulations. In such circumstances, the Agreement shall be terminated upon the lapse of 14 days as

of the termination notice delivery date. The previously applicable Regulations shall apply during the period of notice.

Language versions, right of withdrawal from the Agreement, entrustment of services by DMBH

§ 49

1. Upon the request of the Investor, DMBH may provide the Investor with a translation of the Regulations into a language other than Polish, if DMBH has such a translation, but in the event of any discrepancy between the translation and the Polish language version, the Polish language version of the Regulations will prevail.
2. The right to withdraw from the Agreement is not provided for the benefit of DMBH or the Investor.
3. If a third party is entrusted with the performance of activities related to the provision of services to the Investor and the performance of the Agreement, the rules of such entrustment will be specified in the Regulations.

Precedence and effective date

§ 50

In the event of any conflict between the Regulations and the Agreement the relevant provision of the Agreement will be binding.

These Regulations come into effect on 30 September 2024.

Brokerage Office
citi handlowy