



REGULATIONS FOR PROVIDING BROKERAGE SERVICES BY DB SECURITIES S.A. (VALID FROM 12.10.2015)

Chapter 1. General Provisions

§1

These Regulations set forth the terms for providing brokerage services by the Brokerage House, including in particular the activities of:

- 1) accepting and transmitting Orders to buy or sell financial instruments,
- 2) executing Orders to buy or sell financial instruments for the orderer's account,
- 3) storing and recording financial instruments, including keeping securities accounts and cash accounts.

§2

In this Regulation, the terms and phrases presented below shall have the following meaning:

- 1) **Brokerage House Agent** – a representative of an investment company as defined in the Act, to whom the Brokerage House has contracted the performance of intermediary transactions in respect of business activities conducted by the Brokerage House, or another entity which on the basis of a relevant agreement carries out on behalf of the Brokerage House activities associated with concluding agreements for the provision of brokerage service,
- 2) **A custodian bank** - shall mean a domestic bank, holding permits of a relevant supervisory authority for running securities accounts, as well as a credit institution or another financial institution authorised, according to the law of the institution's seat, as well as based on separate agreements concluded with other financial institutions to store and record securities,
- 3) **Broker** - shall mean a financial institution, authorised according to the law of the institution's seat, as well as based on separate agreements concluded with other financial institutions to intermediate in trading of financial instruments,
- 4) **Margin deposit** - shall mean funds and financial instruments approved by the National Depository [Krajowy Depozyt Papierów Wartościowych S.A.], constituting a collateral of Client's liabilities following from derivative rights transactions,
- 5) **Post-auction trading** - shall mean the stage of quotations in the single-price system, consisting in placing additional Orders to buy and to sell with the price limit equal to the specific single-price quotations,
- 6) **Brokerage House** - shall mean the company of DB Securities Spółka Akcyjna [joint-stock company] with its seat in Warsaw,

- 7) **Instruction** – a declaration of intent, placed by a Client resulting in appropriate effects, also a request, Order or disposition issued by the Client or on his behalf in respect of services covered by the Agreement and these Regulations, capable of containing a declaration of intent by the Client, including, in particular, the cancellation of Orders placed by the Customer, prior Instructions, requests, dispositions or their alterations
- 8) **The stock exchange, WSE** - shall mean the Warsaw Stock Exchange (Giełda Papierów Wartościowych w Warszawie S.A.),
- 9) **Financial instruments** - shall mean securities, foreign financial instruments, private securities, derivative rights and property rights, under this Regulation,
- 10) **Derivatives** - shall mean options, futures, swaps, forward contracts, and other property rights the price of which depends directly or indirectly on financial instruments, currencies, interest rates, profitability, indices, and other base instruments ,
- 11) **Index participation unit** - shall mean a standardised financial instrument where the index of stocks is the base instrument,
- 12) **Client** - shall mean a natural person holding full capacity for legal actions, and a legal person or organisation unit not holding a legal personality, holding capacity for legal actions, pursuant to relevant provisions of the law, which concluded an Agreement for brokerage services with the Brokerage House,
- 13) **Retail Client** - an entity not being a professional Client on behalf of which a brokerage service is or will be provided by the Brokerage House,
- 14) **Professional Client** - shall mean an entity, on behalf of which a brokerage service is or will be provided by the Brokerage House, holding experience and knowledge allowing to undertake proper investment decisions, as well as proper assessment of the risk related to the said decisions, being:
 - a) a bank,
 - b) an investment company,
 - c) an insurance company,
 - d) an investment fund or investment fund company,
 - e) a pension fund or pension fund company,
 - f) a Commodity Brokerage House,
 - g) an entity, which as a part of its business activity concludes on its account, transactions at futures, options, or other derivatives markets, or at money



- markets exclusively to secure the position or act on behalf of other members of such markets for this purpose,
- h) other financial institution than specified in items a-g,
 - i) an institutional investor, other than specified in items a-h, conducting a regulated business activity on the financial market
 - j) an entity conducting a business activity beyond the borders of the Republic of Poland which is equivalent with an activity conducted by entities specified in items a-i
 - k) an entrepreneur satisfying at least two of the following requirements, whereas the equivalent of the amounts indicated in Euro is calculated using the average euro exchange rate set by the Polish National Bank at the date of the financial statements of the entrepreneur
 - a balance sheet footing amounting to at least EUR 20,000,000,
 - a value of incomes from sale amounting to at least EUR 40,000,000,
 - equity or own funds amounting to at least EUR 2,000,000
 - l) a government administrative or self-government unit, public authority who manages the public debt, central bank, World Bank, International Monetary Fund, European Central Bank, European Investment Bank or other international organization performing similar functions,
 - m) other institutional investor with the main object of business activity in the form of investing in financial instruments, including entities involved in the securitization of assets or entering into other types of financial transactions,
 - n) an entity other than specified in items a)-m), which on its own request has been recognised by the Brokerage House as a professional Client, pursuant to internal procedures of the Brokerage House.
- 15) **LEI** – Legal Identification Number, i.e. a number used to identify customers when reporting to the Trade Repository.
- 16) **Client's individual account** - shall mean the current balance of derivative rights recorded at all basic accounts of a given Client, reflected on the account kept by the Brokerage House,
- 17) **Basic account** - shall be the basic book account, marked in terms of derivative (right) instrument code, participant code, function code, account type, client NKK number and portfolio ID,
- 18) **Futures contract** - shall be a standardised agreement between two parties, where one party undertakes to buy and the other party to sell a specific financial instrument on a specific future date and at a strictly specified price, fixed at the moment of concluding the transaction, or to make an equivalent financial settlement
- 19) **CCP** – Central Clearing Counterparty, i.e. a legal person that interposes itself between the counterparties to the contracts traded on one or more financial markets, becoming the buyer to every seller and the seller to every buyer – in Poland it is KDPW CCP,
- 20) **financial counterparty** – means an entity defined in art. 2 sec. 8) of EMIR Regulation,
- 21) **non-financial counterparty** – means an entity defined in art. 2 sec. 9)) of EMIR Regulation,
- 22) **derivative contracts** – according to EMIR Regulation, these are the following financial instruments:
- a) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash;
 - b) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event);
 - c) Options, futures, swaps, and any other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market and/or an MTF;
 - d) Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in c) and not being for commercial purposes, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are cleared and settled through a recognised clearing houses or are subject to regular margin calls;
 - e) Derivative instruments for the transfer of credit risk;
 - f) Financial contracts for differences
 - g) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates, emission allowances or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event), as well as any other derivative contracts relating to assets, rights, obligations, indices and measures not otherwise mentioned in this Section, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded on a regulated market or an MTF, are cleared and settled through recognised clearing houses or



are subject to regular margin calls.

- 23) **National Depository** - shall mean Krajowy Depozyt Papierow Wartosciowych S.A. [National Depository of Securities Joint-Stock Co.],,
- 24) **National Depository CCP** – shall mean 'KDPW CCP Spółka Akcyjna'
- 25) **Short sale** - shall mean an obligation to sell securities, even for their lack on the moment of acquiring this obligation at the securities account of the seller, if conditions specified in Article 7 section 5 of the Act failed to be satisfied,
- 26) **Exposure limit** - shall be the maximum amount of derivative rights held by the Client, excluding derivative rights, where provided services of executing Orders do not require a margin deposit, specified individually for the Client in the Agreement,
- 27) **Place of execution / execution venue** - used by the Brokerage House to execute Orders, quoted in the Policy of executing Orders and acting in the best interest of the DB Securities S.A. Clients, in particular:
- regulated markets, operating on the territory of the Member States (usually stock exchange markets, where companies had their first quotation, or where their securities are admitted to trading, as well as the stock exchanges where derivatives are listed and traded),
 - alternative trading systems,
 - investment companies or foreign companies executing Orders of purchase or sale of financial instruments by concluding an agreement of sale of financial instruments on its own account with the Client,
 - other entities providing liquid market turnover that perform functions similar to those specified above (including regulated markets, and entities outside Member States);
 - banks referred to in Article 70 section 2 of the Act, ensuring liquidity of financial instruments (in case of securities issued by the State Treasury).
- 28) **Private securities** - shall be OTC securities at the regulated market or in an alternative system of trading,
- 29) **NKK** - the Client's identification number assigned by National Depository [KDPW],
- 30) **Organised trading** - trading of securities and other financial instruments carried out at the regulated market at territory of the Republic of Poland or in an alternative trading system,
- 31) **Option** - standardised agreement, based on which option's buyers, in relation to option's issuer, are entitled to:
- conclude an agreement at or by a specified date, where the purchase or sale of financial instruments at a pre-determined price, as stipulated in that agreement, is the object of the agreement
 - payment of an amount of money up to a specified date
- or at a specified date, constituting a difference between the market value of specific financial instruments and their price specified in this agreement - in case of the purchase option,
- payment of an amount of money up to a specified date or at a specified date, constituting a difference between the price of financial instruments specified in the agreement and their market - in case of the sale option.
- 32) **Trade Organiser** – Warsaw Stock Exchange or entity conducting a regulated OTC market where trading of Foreign Financial Instruments takes place,
- 33) **Position opening** - establishment of rights and obligations related to buy and sale of a derivative right,
- 34) **Opening a long position** - concluding the transaction of purchase of derivative rights, resulting in, inter alia, an obligation on the part of the Client to satisfy a performance constituting of a difference between the value of the base instrument fixed for this transaction and its value on the date when the transaction should be carried out, in case the value of the base instrument on the date when the transaction should be carried out shall be lower from the value of the instrument fixed for this transaction,
- 35) **Opening a short position** - concluding the transaction of sale of derivative rights, resulting in, inter alia, an obligation on the part of the Client to satisfy a performance constituting of a difference between the value of the base instrument as on the date when this transaction is planned and its value fixed for the transaction, in case the value of the base instrument on the date when the transaction should be carried out shall be higher from the value of the instrument fixed for this transaction,
- 36) **Securities** - shares, pre-emption right, share rights, subscription warrants, depositary receipt, bonds, mortgage debentures, investment certificates and other transferable securities including incorporating property rights corresponding to the share rights or debt rights, issued based on provisions of the Polish and foreign law,
- 37) **Asset Manager** – an investment company, foreign investment company, entity referred in Art. 115 section 1 of the Act, as well as investment fund company and a managing company, which provides portfolio management services, composing of one or a larger number of financial instruments,
- 38) **Portfolio** - open positions based on derivative rights, recorded at basic accounts of a given Client, reflected on an account where derivative rights are recorded, that is kept by the Brokerage House, and marked with the same portfolio ID number,
- 39) **Correlated position** - open within the framework of the same portfolio another opposing open derivative rights' position within the same class; a correlated position in relation to a short position shall mean a long position in derivative rights of another series within the same class; a correlated position in relation to a long position shall



- mean a short position in derivative rights of another series within the same class,
- 40) **Property rights** - derivatives not allowed for an organised trading, excluding Foreign Financial Instruments,
- 41) **Derivative rights** - derivatives within the meaning of a Regulation, i.e. derivatives admitted to organised trading, admitted to trading at the domestic regulated market, financial futures contracts, and other equivalent financial instruments settled in cash, forward interest rate contracts, share swaps, interest rate swaps, foreign swaps, buy or sale options of financial instruments, interest rate options, exchange options, options for such options, and other equivalent financial instruments settled in cash
- 43) **Derivative rights of the same class** - derivative rights where the performance value depends on the value of the same base instrument
- 44) **Derivative rights of the same series** - derivative rights on the same base instrument, with the same date of expiry
- 45) **Right to a financial instrument** – the right to obtain a security, as well as the right relating to other financial instruments permitted to an organised trade and allowing, pursuant to Article 7 section 5 of the Act, to undertake the sale of such financial instruments prior to recording a given financial instrument on an account
- 46) **President** - President of the DB Securities S.A. Management Board
- 47) **Clearing threshold** – the threshold specified in art. 11 of the Commission Delegated Regulation (EU) No 149/2013 of 19 December 2012 supplementing Regulation (EU) No 648/2012 of the European Parliament and of the Council with regard to regulatory technical standards on indirect clearing arrangements, the clearing obligation, the public register, access to a trading venue, non-financial counterparties, and risk mitigation techniques for OTC derivatives contracts not cleared by a CCP; exceeding these thresholds results in obligation to clear these transactions by a CCP
- 48) **Securities account** - securities account, including also an account where financial instruments other than securities (but approved for organised trade) are recorded
- 49) **Cash account** - account kept by the Brokerage House on behalf of a Client, where funds are collected, dedicated to buy financial instruments or following from sale of financial instruments, or from settlement of rights from financial instruments
- 50) **reporting transactions** - means reporting by the contractors (non-financial counterparties or non-financial counterparties) the information about each concluded derivative contract and any modification or termination of this contract to the Trade Repository.
- 51) **Regulations** - shall mean these Regulations for providing Brokerage Services by DB Securities S.A.
- 52) **Register or registers** - shall mean a register or registers conducted to record the current balance of Client's financial instruments, rights from such instruments, or activities carried out in relation to providing brokerage services
- 53) **Trade Repository Transaction** – means a legal person engaged at the central level in the collection and storage of data on derivatives, in Poland it is KDPW
- 54) **Resolution** - shall mean the Resolution of the Polish Minister of Finance of 24 September 2012 on the procedures and conditions for investment companies, banks, referred to in Art. 70 sec. 2 of the Act on Trading in Financial Instruments, and custodian banks (Journal of Laws of 24 September 2012. Pos. 1078 as amended)
- 55) **EMIR** (European Market Infrastructure Regulation) – Regulation (EU) No. 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories,
- 56) **Settlement of transaction** – debiting or crediting a deposit account, a holding account or securities account maintained by the appropriate Clearing House to an entity which is party to the transaction, in relation to a transaction of sale or purchase of financial instruments and debiting or crediting a cash account indicated by the party to the transaction or a settlement with agreed benefit/settlement amounts
- 57) **Partial settlement of transaction** – shall mean a Settlement of transactions, in the case of partial absence of financial instruments necessary to perform the full settlement or in the case of simultaneous partial absence of financial instruments and funds necessary to perform the full settlement, i.e. the settlement covers the part determined by the amount of financial instruments and cash on hand held by transaction counterparts during the clearing session, whereas the settlement of remaining part is taking place during the next settlement session for the transactions subject to partial settlement in accordance with the regulations of the relevant Clearing House,
- 58) **Session** - shall mean a stock exchange session at the regulated market, a trading day in the alternative trading system, as well as a day when the Brokerage House, other investment company or foreign investment company carries out Orders for purchase or sale of financial instruments through concluding a contract for sale of financial instruments on its own account with the Client,
- 59) **Website** – an IT system made available to clients via the Internet by the Brokerage House or other entity that provides the services to the Client i.e. accepting and transmitting orders to buy or sell financial instruments or



- which acts as a Brokerage House Agent, who enables clients to submit orders and other instructions to the Brokerage House in relation to keeping the securities account,
- 60) **Table** - shall mean a table of brokerage fees and commissions of DB Securities S.A., specifying fees and commissions collected by DB Securities S.A. for providing brokerage services
- 61) **Data carrier** - shall mean every information data carrier allowing to store for the time required - following from the nature of information or aim for their preparation or transfer -of information included therein, in a manner disallowing for their modification or allowing to recreate information in the version or form in which they were created or transferred
- 62) **Member of the National Depository** - shall mean an entity who concluded an agreement for participation in the paperless securities recording system with the National Depository, including securities accounts and deposit accounts
- 63) **Agreement** - shall mean a DB Securities S.A. Brokerage Services Agreement,
- 64) **Entitled Representative of the Agent** – shall mean an employee of the Brokerage House Agent entitled to perform activities concerning signing Agreements in the scope of conducting brokerage activity by the Brokerage House
- 65) **Entitled Contractor** - shall mean a Professional Client cited in §2 section 1 items 6 a) - j) and l) - m) of the Regulation, on behalf of which the Brokerage House provides the service for reception and transfer of Orders for purchase and sale of financial instruments or service for executing Orders
- 66) **Brokerage services** - shall mean services provided by the Brokerage House, cited in §1 of the Regulation
- 67) **Act** - shall mean the Polish Act on Trading in Financial Instruments of 29 July 2005 (Journal of Laws No. 183 item 1538, as amended)
- 68) **Warrant** – shall mean a right entitled to warrant purchaser against warrant issuer, relating to:
- a) the purchase of specific financial instruments from the warrant issuer's future issue at a predetermined price (subscription warrant), or
 - b) the payment demand on or before the agreed date depending on the warrant type, of the difference between the execution price and the market price of the base instrument (option warrant); this warrant may also be executed through the delivery of the base instrument, according to relevant Terms of Issue
- 67) **Terms of Issue** - shall mean an information document containing basic information on the derivative right, issued pursuant to binding provisions, specifying in particular the standard of a given derivative right, trading conditions, risk factors
- 68) **Relevant Clearing House** - shall mean a relevant clearing house, under the Resolution
- 69) **Relevant margin deposit** - shall mean the value of a margin deposit, specified by the National Depository for an individual account of a given Client, after every stock exchange session, with a consideration of a portfolio-related risk calculation; a relevant margin deposit shall also mean a value fixed by the National Depository of the margin deposit for a given derivative right - the deposit fixed in this way shall be used to calculate an initial margin deposit
- 70) **Initial margin deposit** - shall mean a margin deposit with the value fixed in the Agreement, deposited by the Client in cases specified in the Regulations not later than at the time of placing an Order for buy or sale of derivative rights
- 71) **Required margin deposit** - a margin deposit, with the value as specified in the Contract, which should be maintained by the Client at blocked accounts, further to transactions of buy or sell of derivative rights by the Client - if the value of the maintained margin deposit falls below the value of the required margin deposit, the Client shall supplement the value of the deposit based on principles specified in the Regulation
- 72) **Foreign Financial Instruments** - shall mean instruments allowed for trading on the Foreign Regulated Market,
- 73) **Order** – an Order for the acquisition or disposition of financial instruments, or a declaration of intention having equivalent effects, of which financial instruments are the subject
- 74) **Foreign Regulated Market** - shall mean a financial instruments trading system organised at the territory of a country other than the Republic of Poland, acting permanently and based on principles specified by provisions of such a country, as well as ensuring that when matching buy or sell offers for such financial instruments investors can enjoy equal and unlimited access to market information in the same time, and that unique conditions for buy and sale of such financial instruments are maintained
- 75) **Position closing** - cessation of rights and obligations related to buy or sale of a specific derivative right, following from sale or buy of this derivative right respectively
- 76) **Ordinance** - shall mean a decision of the DB Securities S.A. Management Board, arranging or solving a given aspect, available at the seat of DB Securities S.A. or on the DB Securities S.A. website (www.dbsecurities.pl), or on a website of its Agent,.
- 77) **Broker's Order** - shall mean an Order or offer, as well as reply to an offer, issued by the Brokerage House based on the Client's Order and transferred to the appropriate place of execution of a given Order



1. The Brokerage House provides brokerage services, quoted in §1 of the Regulation, based on principles fixed by binding provision of the law and within the scope of a permit of the Polish Financial Supervision Authority, under whose supervision is acting
2. The grounds for providing brokerage services shall be an Agreement or Agreements.

Chapter 2. Procedures and Conditions for Concluding Agreements

Procedures before concluding an Agreement

§4

1. The Brokerage House, before concluding an Agreement shall provide a Retail Client with detailed information on the Brokerage House and its services to be provided under the Agreement, using a data carrier (or website of the Brokerage House).
2. The Brokerage House, before concluding an Agreement with a Professional Client shall inform the Client about procedures for Professional Clients and opportunities for requesting to be treated as a Retail Client.
3. The Brokerage House, in relation to storing or recording financial instruments or keeping cash account on behalf of Retail Clients, shall provide the Retail Clients - through the Brokerage House web page - with information including:
 - 1) notification that financial instruments or funds of the Client can be or shall be transferred by an investment company to another entity for storing purposes, as well as information about responsibility borne by the Brokerage House for actions and defaults of this entity, as well as possible consequences of insolvency of this entity;
 - 2) information about the possibility to store or intention to store Client's financial instruments on the collective account, and thus related threats - if such an opportunity is possible;
 - 3) information about absence of possibility to separate Client's financial instruments stored by an entity, quoted in item 1, and thus related threats,
 - 4) information about storing Client's financial instruments or funds at the territory of another state, and about resulting consequences for Client's rights to financial instruments and funds owned by the Client;
 - 5) information about any rights to Client's financial instruments or funds entitled to or that might be entitled to the Brokerage House or entities storing such financial instruments or funds, including in particular about the right to satisfy claims of an investment company or an entity storing marked financial instruments or funds
4. The Brokerage House shall present the Client or potential Client with a general description of the essence of the financial instruments and risk related to

investing in such financial instruments: allowing the Client with making conscious investment decisions, adjusting the scope of this information to the type of financial instrument.

5. Before concluding an Agreement, the Brokerage House shall request a Client or a potential Client to present basic information about their level of knowledge on investing in financial instruments and their investment experience, required to assess whether a financial instrument, being the object of the offered brokerage service or a brokerage service to be provided basing on the Agreement concluded, are appropriate for a given Client, taking into account its individual situation. Information quoted in the previous sentence shall be transferred by Retail Clients to the Brokerage House, via the Brokerage House Agent.
6. The obligation specified in section 5 does not apply to a Professional Client. The Brokerage House shall acknowledge that the Professional Client holds knowledge about investing and investment experience within the scope in which the Client has been classified as a Professional Client.
7. In a situation where the Client, who is a financial or non-financial counterparty, intends to conclude the Brokerage Agreement concerning derivative contracts, the Client before concluding such an Agreement shall provide the Brokerage House with information concerning in particular:
 - a) Client' status according to EMIR Regulation, i.e. whether the Client is a financial or non-financial counterparty,
 - b) if the Client is a non-financial counterparty – information on exceeding the clearing threshold,
 - c) LEI code,
 - d) independent reporting transactions to the Trade Repository or delegating this obligation to another entity and in case of such a delegation the Client shall declare that the ultimate responsibility for proper reporting of the transactions to the Trade Repository is borne by the Client.
8. Regardless of the type of contracts that the Client wants to conclude, the Client before each contract shall also provide the Brokerage House with a statement on selecting an individual or group securities account. The Client shall be also informed by the Brokerage House about the costs and risks associated with choosing a particular type of account. This information shall also be available on the website of the Brokerage House.
9. In case the Client, or potential Client, fails to present information referred to in section 7, the Brokerage House shall warn the Client in writing that such a failure prevents the Brokerage House to report transactions to of the Brokerage House to the Trade.
10. The Brokerage House when assessing whether a brokerage service is appropriate for a given Client, shall base on information provided by the Client or potential



Client, provided there are no objective grounds to acknowledge that such information is invalid, unreliable, or incomplete. In case when based on information received from the Client pursuant to section 5, the Brokerage House shall assess that the financial instrument or service are not appropriate for the Client, it shall warn the Client respectively

11. In case the Client, or potential Client, fails to present information quoted in section 5, or if he/she shall provide insufficient information, the Brokerage House shall warn the Client that this disallows the Brokerage House to assess whether the service or financial instrument envisaged are appropriate for the Client, and may refuse to conclude an Agreement
12. The Brokerage House, before concluding an Agreement with a Retail Client, shall provide the Client with information on the Policy for executing Orders applied by the Brokerage House and acting in the best interest of the Client at DB Securities S.A.

§5

1. Before signing an Agreement, the Client shall fill in a form disclosed by the Brokerage House (Client's Card), where basic information about the Client are provided, in particular personal details and telephone and address data of the Client
2. Client's Card contains also information about the Client's preferred method of using Brokerage House services (e.g. method of communication) and other information and details required by the Brokerage House aiming at assessing adequacy of the service - to be offered to the Client based on an Agreement - in respect of its individual situation.
3. In respect to the Professional Client and Entitled Contractor, the Brokerage House accepts that in relation to specified investment services or transactions, or such types of transactions or products, based on which he/she was classified as a Professional Client or Entitled Contractor, he/she holds the required experience and knowledge to be aware of the existing risk related to the offered or purchased product or investment service. In respect to the Professional Client or Entitled Contractor, within the framework quoted in the previous sentence, the Brokerage House shall not assess the adequacy
4. The Brokerage House shall be entitled to demand from the Client additional information and documents based on which the Client's reliability shall be assessed and decisions shall be made as to the scope of services offered to the Client, including granting the Client with a limit of the maximum amount of liabilities of the Client's Brokerage House for transactions concluded due to executing Instructions in respect of absence of full coverage of values of such Instructions and costs of their execution. Information and documents quoted in the previous sentence may refer to, in particular, Client's financial standing, sources of income of Client's property, and cooperation with another entity conducting brokerage activity.

5. The Brokerage House may demand relevant documents to prove information in the Client Card, in particular, copies of identity documents.
6. The Brokerage House may waive from producing a Client Card in relation to concluding or having concluded an Agreement with a Professional Client.

§6

1. The Client shall immediately inform the Brokerage House about any changes in the personal data, including data in the Client Card and about any substantial change in the Client's financial standing which may impact the Client's capacity to regulate obligations towards the Brokerage House. Moreover the Client shall immediately inform the Brokerage House about changes in Client's category and in data related to reporting the transactions.
2. The personal data shall be include in particular:
 - a) name and surname of the Client,
 - b) the registered address of the Client,
 - c) the address of the Client's residence ,
 - d) the correspondence address of the Client
 - e) series and number of identity card, passport or other document confirming the identity of the Client,
 - f) changes in client's contact detail, i.e. telephone number or email address.
 - g) Client's status (resident / non-resident)
 - h) citizenship.
3. In the event of a substantial deterioration in the Client's financial standing, potentially reducing the ability of the Client to settle his/her liabilities in relation to the Brokerage House, the Brokerage House may terminate the Agreement within the scope of placing Orders based on principles specified in § 22 section 3 item 2-4 and section 4, with immediate effect, without keeping the notice period).

Agreement for providing Brokerage Services

§7

1. The brokerage services shall be provided basing on and within the scope specified in the Agreement or Agreements concluded between the Brokerage House and the Client, and under this Regulation.
2. Before concluding the Agreement, when it concerns to providing brokerage services in respect of derivative rights, the Client shall state the Client ID number (NKK), when such number was awarded to the Client by the National Depository, or shall declare that he/she has not been assigned with the Client ID number (NKK), applying at the same time to have NKK assigned by the National Depository.
3. If the Client, based on the declaration quoted in section 2, does not hold an ID Client number (NKK), the Brokerage House shall apply to the National Depository, on the Client's request, to provide the Client with such a number and open the Client's individual account. If the Client's declaration states that the Client is assigned with NKK number, the Brokerage House shall apply to



the National Depository to match the Client's ID number to deposit accounts of the Brokerage House at the National Depository and to open the Client's individual account. The Brokerage House shall inform the Client immediately about the Client ID (NKK) assigned by the National Depository and the opening of the individual account.

4. The Agreement in respect of derivative rights shall enter into force as of the date of its signing by the Client and the Brokerage House, however no sooner than after obtaining a confirmation from the National Depository about granting or matching the Client ID number (NKK), and after opening of the Client's individual account, subject to section 7.
5. The condition for concluding an agreement for providing services in the scope quoted in section 2, with the Client, shall be receiving a written declaration from the Client about his/her financial standing. If the Client's financial standing, following from the declaration, guarantees the due settlement of financial obligations resulting from a transaction - in respect of derivative rights the Agreement shall be concluded. The Brokerage House shall designate the financial requirements, properly informing the potential Client or Client, that the Client must satisfy in order to sign the Service Agreement for the scope specified in section 2.
6. Further to Clients with whom the Brokerage House has concluded an Agreement, the Brokerage House shall extend the subject scope of the Agreement with services, quoted in section 2, provided that the Client satisfied obligations towards the Brokerage House resulting from the hitherto Agreement.
7. The Agreement for providing services, in the scope quoted in section 2, may be concluded with a Client without the Client ID number (NKK). In such event, the derivative rights Agreement shall be binding only towards such derivative rights where providing brokerage services does not require a margin deposit, in particular warrants. When the Client submits its NKK number, the agreement shall be binding in the remaining scope.
8. The Brokerage House may on the date of concluding the Agreement or after its conclusion fix the Client's exposure limit. The Brokerage House shall inform the Client about the exposure level awarded to him/her in writing as on the date of concluding the Agreement or in another method set forth in the Client Card. The amount of Client's exposure limit depends on the value of assets deposited at Client's account, including the ones intended for margin deposits, liquidity of a given derivative right relating to a given limit, and exposure limits granted to the Brokerage House by the National Depository. The Brokerage House reserves the right to change Client's exposure limits for important reasons, in particular to decrease the value of assets deposited at Client's accounts, including the ones intended for margin deposits, modification of a given derivative right liquidity, or modification of exposure limits granted to the Brokerage House by the National Depository or to ensure the security of financial transactions.
9. The Brokerage House shall depend the conclusion of an Agreement for executing Orders to buy financial instruments, without full coverage of the Order's value and costs of execution, with a Retail Client on making a declaration about the Client's financial standing in writing or via electronic data carriers by the Client. In case of an Agreement envisaging execution of Orders without full coverage, the Brokerage House shall fix the maximum limit of the liability amount of the Brokerage House for transactions concluded as a result of such Orders
10. The Agreement with a Retail Client must be concluded in writing under pain of nullity.

§8

1. A Client wishing to conclude an Agreement, shall submit a filled in Client Card to the Brokerage House, shall submit documents quoted in section 4 and 5 to the Brokerage House, and in the presence of the Brokerage House employee or shall sign two copies of an Agreement with any appendices.
2. The Brokerage House shall make a decision about concluding an Agreement with a Client within seven days from the date of presenting documents quoted in section 1 by the Client. The Brokerage House may depend signing of an Agreement with the Client on the Client's declared amount of assets that the Client intends to deposit on his/her accounts kept by the Brokerage House. The minimum value of required assets may be specified by the President by way of an Ordinance and properly distributed to the Potential Client
3. The Brokerage House may refuse to sign an Agreement, due to safety of trading or if the Client does not guarantee due performance of provisions of the Agreement in the following cases
 - 1) termination of an Agreement concluded earlier between a Client and DB Securities took place as the result of the non-fulfilment or improper fulfilment by the Client of the provisions of this Agreement,
 - 2) information held by the Brokerage House justify a suspicion that the Client cannot perform its obligations correctly that follows from, e.g. Client's financial standing which substantiates the suspicion that he/she will not be able to bear costs related to concluding and executing an Agreement,
 - 3) the Client was sentenced with a final adjudication for a crime or crimes committed against credibility of documents, property, economic turnover, or securities trading,
 - 4) there is a justified suspicion concerning the authenticity of documents that the Client uses to conclude an Agreement.
4. A Client being a natural person shall submit his/her ID document or passport before concluding the Agreement.
5. A Client being a legal person or organisational unit



without a legal personality, before concluding the Agreement, shall provide the following:

- 1) an excerpt from the relevant register,
 - 2) relevant documents specifying the method of Client's representation and persons authorised to make declarations on property rights and obligations in the name of the Client, if such persons are not presented in the aforementioned documents,
 - 3) specimen signatures of persons authorised to act on behalf of the Client,
 - 4) other documents if required under separate regulations, in particular by the Regulations and EMIR Regulation, including information or documents indicated in §4 sec. 7 of the Regulation.
6. If the Client is not a resident under provisions of the Polish Act on Foreign Exchange Law of 27 July 2002 (Journal of Laws no. 141, item 1178, as amended), the Brokerage House may demand for the documents quoted above to be certified by a Polish diplomatic post, consular post, or notary public, and translated into Polish by a sworn translator.
7. The Client shall immediately inform the Brokerage House about any modifications of data in documents quoted in this section. He/she shall be also obliged to deliver documents containing valid data together with the notification. In the event that the Brokerage House is unable to make contact with the Client on the basis of currently held data, the Brokerage House shall undertake any necessary steps to discover the reasons for this.
8. The Brokerage House may waive from the requirement of providing documents, referred to in section 5 item 1-4 if such documents, upon the Client's consent, are obtainable from another institution indicated by the Client
9. The Agreement can be also concluded through the exchange of letters. In such case, the conformity of Client's data, included in the Agreement's content, and Client's signature required on the Agreement and appendices thereto shall be certified by a notary public or by Polish diplomatic posts or Polish consular post.
10. After a prior arrangement with the Brokerage House, it shall be allowed for certifications referred to in sec. 9 to be made by an employee of an entity from Deutsche Bank Capital Group.
11. Activities quoted in this paragraph may be carried out in the name of the Brokerage House by natural persons, legal persons, or organisational units without legal personality, based on Agreement concluded between such persons and entities, and the Brokerage House, as well as based on powers of attorney granted by the Brokerage House, in particular by the Entitled Representatives of the Agent

§9

1. Based on an Agreement signed by both spouses

holding joint property, the Brokerage House may be obliged to keep a joint securities account and a joint cash account, provided that:

- 1) a declaration on having the joint conjugal property is made by the spouses, and
 - 2) a consent is expressed for an independent disposition of assets kept on the account by every.
2. Where the spouses or their proxies have placed contrasting Instructions which mutually exclude each other, the Brokerage House may suspend the fulfilment of such instructions until a joint position is set by the spouses or legitimate verdict of the court allowing one of the spouses to place the Instruction. The Brokerage House shall immediately inform both spouses

§10

1. A Client, for which the Brokerage House does not keep a securities account or cash account, shall appoint a custodian bank that keeps its accounts.
2. The Brokerage House shall provide brokerage services on behalf of the Client, quoted in section 1, upon concluding an Agreement to deliver securities and a guarantee of payment with a custodian bank keeping a securities account and cash account of the Client, unless the necessity of concluding an Agreement does not result from binding provisions of law

Chapter 3. Loans of Securities and Short Sale

§11

1. The Brokerage House, based on separate Agreements concluded with a Client, may borrow securities from a Client or for a Client. Detailed conditions regarding borrowing of securities, value and method of collateral, and amount of remuneration for the lender for borrowing of securities, shall be specified by an Agreement with the Client.
2. The Brokerage House may intermediate in short sale transactions at the regulated market, provided that:
 - 1) an agreement has been concluded between the Client or entity, quoted in Article 121 section 2 item 2 of the Agreement, and the Brokerage House, and this Agreement:
 - a) shall establish an obligation and set rules for obtaining and date of delivering by a Client or entity, quoted in Article 121 section 2 item 2 of the Act, securities required to settle transactions within the date fixed by the National Depository or another entity conducting settlement, and
 - b) authorises the Brokerage House to conclude, on behalf of the Client or entity quoted in Article 121 section 2 item 2 of the Act, borrowing agreements of securities, in the event of failure of the Client or entity, quoted in Article 121 section 2 item 2 of the Act, to satisfy an obligation of on-time delivery of securities, or
 - 2) Client shall be an entity being a member of the National Depository or another entity conducting transaction settlements, responsible for carrying out obligations



related to settling such transactions, or

- 3) a Client shall be an entity, not being a member of National Depository or another entity conducting transaction settlements, responsible for satisfying obligations related to settlement of this transaction, if an agreement between the Client and entity being a member of National Depository or another entity conducting transaction settlements, responsible for satisfying obligations related to transaction settlement:
 - a) shall establish an obligation and set rules for obtaining and date of delivering by a Client of securities required to settle transactions within the date fixed by the National Depository or another entity conducting settlement, and
 - b) entitles this member to conclude, on the account of the Client, a borrowing agreement of securities in the event of failure to satisfy an obligation by the Client of an on-time delivery of securities.

Chapter 4. Mode, Conditions, and Form of Establishing Powers of Attorney

§12

1. Activities related to using Brokerage House services, being the subject matter of this Regulation, may be carried out on behalf of the Client by its attorney
2. The power of attorney shall be granted in writing in the presence of the Brokerage House employee Brokerage House Agent employee, or its Entitled Representative. The power of attorney shall be submitted, together with a specimen signature of the attorney, following the same procedure as in sec.1 hereinabove
3. A power of attorney which failed to be granted in the presence of Brokerage House employee Brokerage House Agent or the Entitled Representatives of the Agent shall be granted under pain of nullity in the form of a notarial deed or in writing, with signatures certified by a notary public. The power of attorney shall be submitted, together with a specimen signature of the attorney, following the procedure specified hereinabove

§13

1. The Client may grant the following types of powers of attorney:
 - 1) general, or
 - 2) special.
2. Within the framework of the general power of attorney, the attorney shall be entitled to carry out activities related to execution of the Agreement in the same scope as the Client, excluding amendment and termination of the Agreement
3. Within the framework of special power of attorney, the proxy shall be entitled to carry out activities exclusively in the scope specified in the power of attorney
4. The Client shall be entitled to modify or revoke the power of attorney at any time, by way of an Instruction

in writing transmitted to the Brokerage House. Modification or revocation of the power of attorney becomes effective against the Brokerage House from the next working day following the day of delivery a relevant Instruction to the Brokerage House. The Instruction of limitation or revocation of the power of attorney may be placed via a telephone by the Retail Client and comes in force from the following working day of such placement.

5. The Client shall be entitled to grant a power of attorney to the Brokerage House to carry out activities quoted in the power of attorney

§14

The power of attorney shall expire in the following cases :

- 1) the lapse of time for which it was granted;
- 2) the power of attorney being revoked by the Client;
- 3) death of the proxy or the Client being a natural person;
- 4) loss of the legal status of the proxy or Client being a legal person or organisational unit without legal personality,
- 5) performance of an activity by a proxy, if the power of attorney was granted only for this activity,
- 6) expiration or termination of an Agreement

§15

1. The Brokerage House shall not be responsible for outcomes of proxy's actions, carried out in the period from the taking place of events specified in § 14 items 2-4 to obtaining a documented information about the said events taking place, unless this responsibility arises from universally applied legal regulations
2. The Brokerage House, acting with due diligence, shall not bear responsibility for outcomes of proxy's actions, exceeding the scope of authorisation, if the proxy fails to inform in writing about a modification or limitation of the power of attorney, unless this responsibility arises from universally applied legal regulations.

Chapter 5. Execution of Orders to Buy or Sell Financial Instruments at the Client's Account

Order acceptance

§ 16

1. The Brokerage House accepts for execution Orders made by the Client:
 - 1) in a written form, or
 - 2) by telephone or other technical devices, subject to the provisions of § 19 section 1
2. Order placed by the Client, shall include in particular:
 - 1) first and last name (company or name) or Client's account number, unless the Agreement provides other data allowing for unequivocal identification of a Client,
 - 2) the proxy's first and last name (if the proxy is the entity placing the Order)



- 3) date and time of issuance,
 - 4) type and amount of financial instruments being the subject of the Order,
 - 5) the subject of the Order (buy or sale of financial instruments),
 - 6) price statement,
 - 7) the time limit for the execution or the period of validity of the Order,
 - 8) indication of the place of executing the Order, if there is more than one place of execution, and the Client's intention shall be to indicate the place of executing the Order,
 - 9) Other data not specified in sections above
 - 10) Client's or his/her proxy signature (only in case of Orders placed in writing)
3. An Order may contain additional conditions (detailed instructions) of its performance, unless they are contrary to provisions of law, this Regulation, and regulations regarding executing transactions on the stock exchange, regulated market, Foreign Regulated Market, alternative trading system, or another place of execution, and if they had been approved by the Brokerage House. In such a case, the Brokerage House shall comply with the additional requirements of executing the Order, as specified by the Client.
 4. By accepting the Order, quoted in section 1, for execution the Brokerage House shall be liable before the orderer to sale, upon payment of a price by the purchaser of financial instruments.
 5. Should more than one Client's Order be placed on one form, it shall contain a clear specification of the number of Orders. In such a case, one signature affixed by the Client or its proxy shall be sufficient
 6. The managing entity may issue one Order on behalf of its Clients, provided that he/she shall specify the number of bought or sold securities in the Order for specific Clients, as well as the method of Brokerage House procedures in the event of partial execution of an Order. Unless the Agreement concluded between the Brokerage House and managing entity provides otherwise, information about the number of bought or sold securities on behalf of specific Clients of the managing authority may be transferred to the Brokerage House by this entity by the latest until the end of the day when this Order has been completed in full or in part
 7. In the event of placing a couple of Orders to buy, per session, their sequence of execution shall be set by the Client. Where the Client fails to specify the sequence of the Order execution, they shall be executed according to the sequence of their acceptance.

§ 17

An authorised employee of the Brokerage House shall confirm the placement of the Order by the Client, by affixing its signature on the Client's Order, unless the Order was

placed via a telephone or other technical or digital devices. In such a case, the confirmation of the Order involve its proper registering

§ 18

1. The President shall determine the deadlines for accepting Orders and Instructions by Ordinance. Information concerning deadlines shall be provided to potential Clients before the conclusion of the Agreement, and in the event of any planned changes to deadlines for the acceptance of Orders and Instructions shall be communicated without delay in a manner and timescale enabling Clients to become acquainted with the changes before they enter into force.
2. The Client may cancel (revoke) or modify its Order by the time of the Order execution, or moment of concluding a transaction, in the event quoted in § 29. In the event of partial completion of the Order, the Client may cancel that part of the Order which has not yet been executed
3. The Brokerage House shall not carry out an Instruction to cancel or modify the Order, if it does not comply with the Regulations and its implementation is impossible due to circumstances for which the Brokerage House does not bear responsibility based on universally applied legal norms. The Brokerage House shall immediately inform the Client if such situation occurs.
4. An Instruction for cancelling (revoking) an Order should contain details allowing to unequivocally set which Order is its object, or otherwise the Instruction shall be deemed null and void.
5. The Brokerage House may suspend acceptance and transfer of Orders for specific periods, in particular when access to the stock exchange information system, or other organised trading system, has been suspended. In such situations full information concerning the circumstances that have arisen and the possibilities for executing Orders shall be provided to the Client.

Placing Orders to buy or sale of financial instruments via a telephone or other technical devices or by electronic data carriers

§ 19

1. The Brokerage House may accept Client's Instructions, placed via a telephone, facsimile, modem, other technical devices or electronic data carriers, if the Agreement stipulates this, and the Client granted the Brokerage House with a power of attorney to place Orders based on such Instructions
2. The Brokerage House shall ensure relevant organisational and technical protection means to ensure safety of transferred information. Should the Client place Instructions, quoted in section 1, in a manner threatening data being the object of Instruction to be disclosed, the Brokerage House shall not be liable for outcomes of such an event provided that such



outcomes took place due to reasons not lying on the side of the Brokerage House

3. If Instructions placed via a telephone or other technical devices are incomplete, or if due to technical difficulties in the course of transfer including, inter alia, bad quality of telephone connection or bad quality of Instruction text sent via a facsimile, it shall not be possible to comprehend or read the Instruction and if due to difficulties there are doubts in respect of the Instruction content, the Brokerage House shall not accept such Instructions, immediately informing the Client or the entity transmitting the Order about this. Should the Brokerage House refuse to accept the Instruction, for reasons specified in the preceding sentence, and the Client shall incur a damage, the Brokerage House shall be fully liable for this, provided it was impossible to immediately inform the Client or the entity transmitting the Order, having acted with due diligence, about refusing to accept the Instruction, and technical difficulties disallowing to accept the Instruction were caused for reasons for which the Brokerage House is not liable according to universally applied legal regulations
4. Instructions placed as specified in section 1, shall be recorded on a magnetic, optical, or other data carrier guaranteeing proper saving and storage of such Instructions. In case of doubts towards Instruction's content, the Instruction recorded on a specific data carrier by the Brokerage House shall prevail
5. Subject to section 6, based on Client's Instruction placed in a manner specified in section 1, an authorised employee of the Brokerage House shall issue an Order, quoted in § 16 section 2. Issuance of an Order shall mean also signing of the Client's Instruction by an authorised employee of the Brokerage House containing details quoted in § 16 section
6. The Brokerage House may waive from issuing an Order, based on an Instruction placed in a manner specified in section 1, or issue an Order via electronic means of information, unless this practice is not binding with applicable provisions of law

§20

1. The orderer of an Instruction, quoted in § 19, shall be identified at least based on an individual password fixed by a Client in the Client Card, unless the Agreement does not envisage the possibility to place such Instructions. The Brokerage House may waive from the identification based on a password, only when it is possible to unequivocally identify the Instruction of an orderer based on his/her voice or other transferred information.
2. The password shall be kept secret and stored in a manner preventing access by third parties. The Brokerage House shall not be liable for the acceptance of an Instruction from a third party if the password has been revealed to a third party by the Client or persons empowered by the Client to submit Instructions and in cases when the password was disclosed without a fault

of the Client.

3. The limitation of liability of the Brokerage House, referred to in section. 2, shall be limited to the time of informing the Brokerage House by the Client or a person authorized by the Client to submit Instructions, about the fact of disclosing the password to any third party

Order execution

§21

1. The Brokerage House shall carry out Client's Orders pursuant to its Instructions and aiming at reaching possibly the best result, conform with the Policy for executing Orders and acting in the best interest of the Client at DB Securities S.A.
2. The Brokerage House, subject to section 10, shall provide services of executing Orders on the Client's account:
 - 1) by buying or selling financial instruments in its own behalf, but on the account of the orderer, directly at the place of execution
 - 2) transferring an Order via a Broker to be executed in the place of implementation
 - 3) through concluding an agreement for sale of financial instruments between the Brokerage House, on its own account, and the Client, based on provisions of § 28,
3. The Brokerage House on the Client's demand shall present - pursuant to its best knowledge - information about rights and customs binding in a given place of execution where the business activity is carried out.
4. All Client's Orders shall be handled under the discretionary broker's service (DDM – '*do dyspozycji maklera*').
5. An authorised broker of the Brokerage House shall undertake a decision on the method of execution of the DDM Order, placed by the Client, in particular deciding whether based on a DDM Order one or more brokerage Orders shall be issued, as well as deciding about the place of execution and time of transferring them for implementation, unless the Client's Order shall provide otherwise.
6. The Brokerage House shall execute the accepted DDM Order with due diligence. The Brokerage House shall not be held liable for damages incurred by the Client as a result of DDM Order execution, according to conditions set forth in this Order
7. Provided that the Client failed to clearly express the scope of freedom to select the DDM Order execution, it shall be assumed that the Brokerage House has full freedom in Order implementation, subject to section 8, in particular in respect of choosing:
 - 1) the amount and value of Broker's Orders, as well as price limit of every Broker's Order issued based on the Client's Order,
 - 2) place of execution of the Order,
 - 3) type and points in time, or a period of execution of such



Broker's Orders.

8. Unless the Client expressed clearly the moment or period of execution of the DDM Order, the Broker's Order or Orders shall be issued by the Brokerage House broker immediately upon reception of the Order from the Client, unless according to the broker the issue of Broker's Order or Orders would have a negative impact on implementation of the Order placed by the Client.
9. If the Client's Order has price limits, the average price of all transactions completed based on the Client's Order cannot be lower from the price limit specified in the sale Order, or higher than the price limit specified in the Order to buy placed by the Client.
10. When the subject of the Order are financial instruments permitted for organised trading, trading at regulated markets, or to an alternative trading system, execution of this Order beyond this trading or trading system requires a prior clear consent of the Client which may be granted in the Agreement.

§22

1. The Brokerage House shall execute Client's Orders immediately upon their reception, according to the sequence of acceptance, unless it has been otherwise stated in Order execution conditions specified by the Client, nature of the Order, binding market conditions, or if such sequence is contrary to the Client's business. Pursuant to the Client's Order, the Brokerage House shall issue a Broker's Order or Orders that are transferred by the Brokerage House to the place of execution, subject to section 8. Broker's Order shall not be issued in the event of executing Orders to buy or sale of financial instruments by concluding an agreement of sale of financial instruments between the Brokerage House, on its own account, with the Client.
2. The Broker's Orders shall be executed in the sequence from their placing, in a manner and on conditions conform with provisions of respectively the Regulation of the Stock Exchange in Warsaw and Detailed Conditions of Stock Exchange Trading, or market trading regulations based on which the Order is executed
3. The Brokerage House and the Client may set in the Agreement the required coverage for the Order to buy financial instruments. Absence of a separate agreement in respect of the coverage size for purchase of financial instruments shall mean that at the moment of issuing a Broker's Order by the Brokerage House a full coverage of the financial instruments purchase Order shall be required, including an envisaged commission. The Brokerage House shall issue a Broker's Order based on financial instruments purchase Order, made by the Client, provided that the Client:
 - 1) holds full coverage of the Order value and the commission specified at the moment of issuing a Broker's Order by the Brokerage House, or
 - 2) at the moment of issuing a broker Order by the

Brokerage House, the Client holds partial coverage of the Order value in the amount agreed in the Agreement, provided that collaterals have been fixed, quoted in § 29 section 1, for the remaining part of the Order value and envisaged commission, or

- 3) at the moment of issuing a Broker's Order by the Brokerage House, he/she has a collateral, quoted in § 29 section 1, for the total amount of Order and envisaged commission, or
- 4) at the moment of issuing a Broker's Order by the Brokerage House, he/she holds partial coverage of the Order's value in the amount specified in the Agreement.
4. The Brokerage House may waive from the requirement of total or partial coverage of the Order value and envisaged commission by the Client, as well as from the requirement of establishing collaterals by the Client, quoted in § 29 section 1, if according to the Brokerage House this is allowed by the Client's financial standing and credibility assessment carried out pursuant to this Regulation
5. Client's Orders for which the Brokerage House does not keep securities accounts or cash account, shall be executed if the custodian bank keeping the Client's accounts gives a guarantee for delivering securities or for paying for securities being the object of an Order, unless the transactions established on the Client's account are settled pursuant to Article 121 of the Act
6. The Brokerage House shall be entitled to diversify the amount of Order's coverage, depending on the liquidity and risk that according to the Brokerage House relates to an investment in securities, being the object of Order to buy placed by a Client. The Client shall be informed about any increase in the required coverage by the latest at the time of placing the Order or Instructions to buy securities
7. The President shall define by way of an Ordinance, financial instruments which may constitute collateral as set out in § 29 section 2 item 3. The list of instruments contained in the Ordinance shall be made available to potential Clients, and in the event of changes to the list Clients shall on each occasion be informed in a manner and timescale enabling them to become acquainted with the changes before they enter into force
8. The Brokerage House shall issue a Broker's Order on the terms specified in section 3, points 2-4 and section 4, if the Agreement envisages such a possibility and if its issuance shall not cause for the Client to exceed the limit quoted in § 23 section 1

§23

1. The Brokerage House shall specify in the Agreement a maximum limit of the amount of liabilities from the Client for the Brokerage House for transactions concluded and purchase Orders placed, which:
 - 1) should be secured by the Client in a manner specified in § 29 section 1, in the event quoted in § 22 section 3 item 2 and 3, or



- 2) do not require a collateral in cases referred to in § 22 section 3 item 4 and § 22 section 4.
2. Value of the purchase Order shall be set as a maximum amount of liability, which may arise from the full payment for securities purchased, assuming full execution of the Order

§24

In case of accepting Orders, subscriptions, or payments for subscriptions at securities offerings in the primary trading or initial public offering, the Brokerage House shall accept the Order, subscription, or payment for such securities in the amount specified in the offering or pursuant to its conditions.

§25

The Brokerage House shall issue Broker's Orders on the basis of the Client's sale Order on the condition that the Client holds unblocked financial instruments or the rights to the financial instruments which are the subject of the sale Order, recorded in the operational register.

§26

1. For buy Orders, the coverage referred to in § 22, shall be verified against the total amount of unblocked Client funds deposited on his/her cash account, and in the event of sale Orders the coverage shall be verified against the balance of unblocked securities and rights to obtain securities recorded in the operational register
2. The amount, quoted in section 1, shall be increased with the amount of funds constituting the Client's receivables for transactions concluded, if settlement of such transactions in the National Depository should take place by the latest on the same day as settlement of purchase transactions, provided that settlement of sale transactions is included in the system quoted in Article 65 or 68 of the Agreement
3. In case of stating an absence of coverage for Orders to buy or sale, the Brokerage House shall execute the sale Order up to the amount of coverage quoted in § 25, and the buy Order up to the amount of coverage and collaterals held, quoted in § 22 section 3 items 2-3
4. The current balance of Order coverage and collaterals held shall be verified by the Brokerage House by the latest at the moment of issuing the Broker's Order. Funds and securities or rights to securities, constituting a coverage of Client's Orders, shall be blocked by the Brokerage House at the account or in the operational register kept by the Client
5. The Brokerage House shall be entitled to waive from verifying the coverage of Orders placed by the Client, and from making a blockade, if binding provisions allow such possibility, and in the Brokerage House assessment, the Client guarantees satisfaction of his/her obligations against the Brokerage House for transactions concluded by the Brokerage House on behalf of the Client.

§27

1. The Brokerage House shall provide the Client with a confirmation of executing this Order, as specified in the

Client Card, no later than on the next business day following the day of completing the Order, and in the event of Orders executed via the intermediary of a Broker -no later than by the end of the first business day following the day when the Brokerage House received information from the Broker about completing the Order.

2. Confirmations of completing Orders shall be considered as delivered to the Client within the date specified in section 1:
 - 1) when transmitted by fax, modem, e-mail or other technical and digital devices - upon receipt of a valid transmission report,
 - 2) when delivered by post - on the date stated on the post stamp,
 - 3) when an acknowledgement of receipt is taken by the Client or his/her Proxy at the seat of the Brokerage House - upon issuance of relevant documents.
3. For the Retail Client, a confirmation of executing an Order shall include the following information:
 - 1) name of the Brokerage House
 - 2) name, company, first and last name, or another marking of a Client,
 - 3) the date and time when the transaction was concluded
 - 4) type of Order,
 - 5) ID of buy/sale transaction or type of the Order other than buy/sale transaction.
 - 6) place of Order execution,
 - 7) name of the financial Instrument,
 - 8) number of financial instruments,
 - 9) Order performance price,
 - 10) total value of transactions,
 - 11) total value of fees and commissions collected, as well as other costs of Order implementation
 - 12) indication of Client's obligations related to settlement of transactions, including dates when payments or delivery of a financial instrument should be made
 - 13) in the event of executing an Order through concluding an agreement for sale of financial instruments between the Brokerage House, on its account, and the Client -information about such method of Order execution
 - 14) in the event of executing an Order through concluding a transaction with the other party being an entity from the Brokerage House capital group - information about such method of Order execution,
3. On Client's demand the Brokerage House shall provide the Client with information on current progress of Order execution.
4. If the order is executed in several tranches, the information referred to in sec. 3 item 9) may contain an



indication of:

- 1) the prices of individual instalments, or
- 2) the average price at which the order was executed,

Execution of Orders by concluding agreements between the Client and the Brokerage Houses concerning the sale of financial instruments

§28

1. The Brokerage House may execute Orders to buy or sale financial instruments on its own account directly with the Client, provided the Client expressed a consent in the Agreement for such type of execution of Orders placed by him/her,
2. The object of transaction, quoted in section 1, may be financial instruments enumerated on a list kept by the Brokerage House. The list referred to in the preceding sentence shall include:
 - 1) the name and type of the financial instrument,
 - 2) date and time when the financial instrument has been recorded in the list,
 - 3) information whether prices of purchase or sale, based on which transactions for a given financial instrument can be concluded, are continuously made public by the Brokerage House (quotations).
3. The list referred to in section 2 shall be made available to potential Clients.
4. The list referred to in section 2 may be updated by the Brokerage House, and in the event of such changes Clients shall on each occasion be informed in a manner and timescale enabling them to become acquainted with the changes before they enter into force.
5. On demand of the Client, the Brokerage House shall transmit information to the Client on financial instruments placed on the list, via a telephone, or shall sent the list to the facsimile number or e-mail address indicated by the Client. The list is also available on the website of the Brokerage House (www.dbsecurities.pl).
6. The Brokerage House depends the conclusion of an agreement for executing Orders, quoted in section 1, with a Retail Client on making a declaration about the Client's financial standing in writing or via electronic data carriers by the Client. Prior to concluding an Agreement, the Brokerage House shall present the Client with criteria, based on which the Brokerage House shall allow to carry out Orders in a manner specified in section 1. The Brokerage House shall inform Clients, to whom it provides the service of executing Orders, in a manner quoted in section 1, about any change to such criteria
7. Provisions of section 5 shall apply also to a Professional Client.
8. Concluding transactions, in a manner quoted in section 1, by the Brokerage House, cannot lead to executing Client Orders based on conditions worse than conditions for Orders that could have taken place when concluding transactions in an organised trading.
9. Unless the Client specified otherwise in the Agreement,

conditions quoted in section 5 shall be in particular a price, costs of transaction, size of Order, likelihood and time of concluding a transaction, and likelihood and time of its settlement

10. If this results from binding provisions of law, the Brokerage House shall make an information about prices public, quoted in section 2 item 3) and transactions concluded, in the form of an electronic transfer, including its transfer for publication purposes to an information agency indicated by a competent supervisory body or to the stock market, or to an investment company organising an alternative trading system.

Performing settlement for transactions concluded and mode and conditions of making payments for the financial instruments purchased

§29

1. Where the Agreement is concluded on the terms specified in §22 section 3, items 2 and 3, the Client shall establish the collateral securing the payment of amounts due to the Brokerage House.
2. Transaction collateral, referred to in section 1 may be as follows:
 - 1) bank guarantee
 - 2) Letter of Credit
 - 3) securities blocked in the Client's securities account,
 - 4) money blocked on the Client's bank account,
 - 5) a bank endorsed cheque.
3. The collateral, referred to in section 1, may also be established in another form, if it guarantees its full and unhindered realisation, provided that form is approved by the Brokerage House.
4. Funds blocked as referred to in section 2, item 4 may be transferred to the Client's cash account at the Brokerage House, and constitute a payment for securities purchased, if the Agreement envisages such a possibility.
5. The Client who established security facilities referred to in section 2 items 3 and 4 for the Brokerage House, he/she grants the Brokerage House with a power of attorney, respectively to sale blocked securities or rights to securities or to transfer Client's funds located in a bank, up to the value of the Brokerage House claim for failure to pay transactions for purchase of securities with a commission by the Client

§30

1. When executing the Client's Order in an organised trading or under the mode specified in § 28, the Client shall make a final payment for financial instruments purchase transactions concluded, by the latest on the transaction settlement day at the National Depository, in the amount of Client's receivables against the Brokerage House for transactions of securities purchase, decreased by Client's receivables for securities sale transactions concluded and settled at



the National Depository on that day.

2. The payment deadline shall be detailed in the Agreement.
3. For transactions concluded outside the organised trading, the transaction settlement date shall be agreed individually between the parties to the transaction.

§31

1. Payment for financial instruments purchase transactions concluded shall be collected from the Client's cash account.
2. If the Agreement does not provide otherwise, payment can be made via a transfer from the Client's bank or credit account. The Client may empower the Brokerage House to carry out the transfer, which executes the transfer if the Client does not hold funds on the cash account at the Brokerage House in the amount sufficient to make payment

§32

1. In the event the Client failed to make payment in the amount quoted in § 31 section 1, in the date and based on principles quoted in the Agreement, the Brokerage House shall satisfy its receivables from collaterals, quoted in § 30 of this Regulation, under the mode in section 2 and 3 below.
2. In the event that the Client fails to make payment in the amount referred to in § 31 section 1 by the due date and based on the principles set forth in the Agreement, and satisfaction of the Brokerage House's claims is not possible on the basis of the collaterals referred to in § 30 section 1, the Brokerage House shall inform the Client of the necessity to settle the claims and shall provide a deadline for this to take place, after the passage of which the Brokerage House may satisfy its claims with the Client's assets held on the accounts and in the operational register of the Client maintained by the Brokerage House.
3. The Brokerage House shall make a decision from what assets, and in what sequence and part, it shall satisfy its receivables for executing the Order on behalf of the Client with the aforementioned decision being taken in a manner that minimizes as far as possible detriment to the Client
4. In the event the Client fails to pay the amount quoted in § 31 section 1, by the date specified in the Agreement, the Brokerage House shall for at least 6 months execute Client's purchase Orders, only if he/she shall hold full coverage on the cash account
5. The Brokerage House shall be entitled not to apply provisions of section 4, in especially justified cases.
6. The securities that are not paid for by the Client shall be recorded on the Client's securities account

§33

Provisions in § 31-32 shall apply respectively to settle transactions quoted in § 28 and transactions concluded under § 64, unless the Agreement signed with the Client provides

otherwise.

Buy and sale transactions on Foreign Financial Instruments

§34

1. Information about Foreign Regulated Markets, where the Brokerage House intermediates in trading, shall be included in the Policy for carrying out Orders and acting in the best interest of the Client at DB Securities S.A. For intermediary purposes at the Brokerage House, for buy and sale of Foreign Financial Instruments, respective provisions of the Regulations on executing Orders, in particular § 16-33 shall apply
2. The Order to buy or sale of Foreign Financial Instruments may contain additional information, in particular the ones required under provisions of law of the Trading Organisation or Foreign Regulated market country, where the Order is executed.
3. In case the object of the Order shall be Foreign Financial Instruments, in trading at a couple of Foreign Regulated Markets, and the Client failed to specify the Client's Order on the market where the Order should be executed, the Brokerage House shall execute the Client's Order at the market where it shall be possible to obtain the best possible results for the Client, pursuant to the Policy for executing Order and acting in the best interest of the Client at DB Securities S.A.

§35

1. The Brokerage House shall transmit the Order to buy Foreign Financial Instruments provided that:
 - 1) the Client has sufficient assets to fully cover the Order and the estimated commission, or
 - 2) the Client holds partial coverage of the Order value, in the amount specified in the Agreement, provided that a collateral (referred to in §29 sec. 1) is established for the remaining Order value and for the agreed commission, or
 - 3) the Client has a collateral (referred to in §29 sec. 1) to fully cover the Order and the anticipated commission, or
 - 4) the Client has assets to cover the Order partially, their value having been stipulated in the Agreement; or
 - 5) the Brokerage House obtained from the custodian bank, keeping a relevant register and cash account for the Client, a confirmation that it is ready to fully pay the transaction in the event of executing an Order, or a conformation that the Client holds funds sufficient to fully pay the transaction
2. The Brokerage House shall carry out the Order to sale Foreign Financial Instruments provided that:
 - 1) the Client is able to fully cover the unblocked Foreign Financial Instrument or holds rights to receive them as recorded in the register,
 - 2) the Brokerage House obtained from the custodian bank, that keeps a relevant register and cash account for the Client, a confirmation to be ready to deliver Foreign



Financial Instrument in the event of executing an Order, or confirmation of holding by the Client a relevant number of Foreign Financial Instrument being the object of the Order.

3. In the event that a coverage of the Order or collateral shall be established in a foreign currency, other than the currency in which the Order shall be executed, in case of a non-beneficial change of the foreign exchange rate, the Client shall pay the deficient funds up to the amount sufficient to cover the purchase Order as well as fees and commission required, or to change the content of the Order's Instruction prior to transfer the Order for execution. Otherwise, the Brokerage House will have the right to cancel the Order. The Order coverage and the security shall be calculated according to the average exchange rate as promulgated by the National Bank of Poland.
4. For buy Orders, the coverage referred to in section 1 items 1, 2, and 4 shall be verified against the Client's free funds deposited on his/her Cash Account. The amount quoted in the previous sentence, shall be increased by funds constituting Client's liability for transactions concluded, if settlement of such transactions at a relevant settlement institution should take place on the same day as settlement of the purchase transaction, provided that settlement of such transactions shall be included under the guaranteeing settlement system pursuant to provisions applying on a given foreign market where the transaction is concluded.
5. The current balance of Order coverage and collaterals held shall be verified by the Brokerage House prior to transferring the Order for execution. Funds and Foreign Financial Instruments or rights to Foreign Financial Instruments, constituting a coverage of Client's Orders, shall be blocked by the Brokerage House at the cash account or in the register kept by the Client, respectively.
6. The Brokerage House shall be entitled to waive from verifying the coverage of Orders placed by the Client, and from making a blockade, if binding provisions allow such possibility, and in the Brokerage House assessment, the Client guarantees satisfaction of his/her obligations against the Brokerage House for transactions concluded by the Brokerage House on behalf of the Client

§36

The Brokerage House may waive from the requirement of holding by the Client a full or partial coverage of the purchase Order value, and the envisaged commission, as well as from the requirement of establishing collateral, quoted in § 29, and from the requirement for obtaining confirmations, quoted in § 35 section 1 item 5 and § 35 section item 2) from the custodian bank, provided that in the Brokerage House's opinion it is acceptable in the view of the assessment of the Client's financial standing and rating

§37

1. The Brokerage House may subject the amount of

coverage, referred to in § 35 to the liquidity of Foreign Financial Instruments being the object of purchase Order placed by the Client

2. In case of providing brokerage service, pursuant to § 35 section 1 item 2) - 5) and § 36, the Client shall pay the deficient amount, by the latest on the date indicated by the Brokerage House and allowing to settle transactions on time, pursuant to provisions binding on a given foreign market
3. If the Client fails to make the payment in full by the due date referred to in section 2, the Brokerage House in Order to cover the deficiency, when it is not possible to do so based on the collateral established by the Client, the Brokerage House shall inform the Client of the necessity to settle the liability and shall provide a deadline for this to take place, after the passage of which the Brokerage House is entitled to satisfy its claims from the Client's assets located on his/her accounts kept by the Brokerage House.
4. The Brokerage House shall make a decision from what assets, and in what sequence and part, it shall satisfy its claim for executing the Order on behalf of the Client, in a manner that minimizes as far as possible detriment to the Client.
5. If the Client fails to make the payment duly and timely as specified in section 2, the Brokerage House shall for at least 6 months execute Client's purchase Orders, only if he/she shall hold full coverage on the cash account
6. The Brokerage House has right to waive the provisions of section 5, in especially justified cases

§38

1. When the Agreement is concluded with the Client on the terms specified in §35 section 1, items 2) - 4), the Brokerage House shall grant the Client with a transaction limit specifying the maximum amount of liability of the Brokerage House for concluded, but yet not settled, transactions to buy Foreign Financial Instruments and placed Orders to buy where Foreign Financial Instruments are their objects. The transactional limit may be used to conclude transactions to buy Foreign Financial Instruments, excluding derivatives and Foreign Financial Instruments offered on the initial market, unless the Parties agreed otherwise in the Agreement.
2. The amount of the offered transaction limit shall depend on the possibility to present operational history at the capital market by the Client, together with the cooperation term with the Brokerage House, type and size of transaction collateral and Client's financial standing.
3. The amount of transaction limits granted, and thus corresponding collateral, shall be fixed in detail in the Agreement.
4. The Brokerage House shall be entitled not to transfer the Client's Order for execution, if this leads to exceeding the transactional limit, quoted in section 1



§ 39

1. Transaction collateral, referred to in § 35 section 1 items 2) and 3) may be as follow
 - 1) bank guarantee,
 - 2) Letter of Credit,
 - 3) securities or Foreign Financial Instruments approved by the Brokerage House, blocked respectively on the securities account or in the Client's register,
 - 4) funds blocked on the Client's bank account,
 - 5) a bank endorsed cheque.
2. The collateral, referred to in section 1, may also be established in another form, if it guarantees its full and unhindered realisation, provided that form is approved by the Brokerage House.
3. The Client who established security facilities referred to in section 1 items 3 and 4 for the Brokerage House, he/she grants the Brokerage House with a power of attorney, respectively to sale blocked securities, rights to securities, or Foreign Financial Instruments, or to transfer Client's funds located in a bank, up to the value of the Brokerage House claim for failure to pay transactions for purchase of securities and a due commission by the Client

§40

In the event of stating deficiencies of funds or Foreign Financial Instruments at the Client's account or register, the Brokerage House shall transfer Orders for implementation in the sequence specified pursuant to § 22, up to the limit of a relevant balance available.

§41

1. Before transferring the Order, the Client may inform the Brokerage House about its planned content, indicating the name of the Foreign Financial Instrument that it shall relate to and a market where the transaction shall be carried out, its deadline, price, and size of the Order, aiming at obtaining information about costs, deadline, method and conditions of executing such Order. The Brokerage House shall grant information immediately, but no later than within 3 business days from delivering the notification
2. If case the Order may be executed with the intermediary of a Brokerage House, within the scope of information quoted in section 1, the Brokerage House shall transmit in particular:
 - 1) cost of executing this transaction, including the amount of commission collected by the Brokerage House in the event of executing the transaction,
 - 2) in case of Order to buy Foreign Financial Instruments: the amount which should be blocked at the cash account of the Client or paid to another account at the moment of participating in Instruction implementation, as well as the date and method of paying the remaining part of liability,

- 3) other activities that the Client should carry out, in Order to execute transaction to buy or sale of Foreign Financial Instruments

§42

1. The Client shall be entitled to cancel or modify the Order up to the moment where it shall be possible (or permitted) to undertake actions by the Brokerage House, aiming at cancelling or modifying it. In the event of partial completion of the Order, the Client may cancel or modify that part of the Order which has not yet been executed
2. The cancellation or modification of the Order by the Client may be carried out in the same method and form as placing of the Order.
3. The Client, when cancelling or modifying the Order, shall provide data/parameters for an unequivocal identification of the Order by the Brokerage House.
4. The Brokerage House shall not to carry out an Instruction to cancel or modify the Order, if its implementation is impossible due to circumstances for which the Brokerage House does not bear responsibility, unless responsibility arises from universally applied legal norms. The Brokerage House shall immediately inform the Client if such situation occurs

§43

1. The Brokerage House, acting with due diligence, reserves the right to reject the Client's Order, if it has been placed incorrectly, in particular if it does not contain all data specified in § 16, or if the Client failed to obtain relevant permits required under provisions of law
2. The Brokerage House reserves the right to reject the Client's Order, if it refers to purchase or sale of Foreign Financial Instruments on the market, where the Brokerage House does not intermediate in trading
3. Should the Client place an Order to execute a transaction by the Brokerage House, then after gaining the Client's consent to this form of conducting the transaction, the Order may be executed without informing the Client directly by the Broker, pursuant to provisions binding on a given foreign market.
4. The Brokerage House reserves the right to reject the Client's Order, if it has been rejected by a Broker selected by the Brokerage House, or by the Organiser of Trading procedures in which the Brokerage House participates
5. The Brokerage House reserves the right to reject the Client's Order, if the custodian bank that keeps the Client's register and cash account failed to provide a confirmation of being ready to settle the transaction concluded, resulting from execution of Orders placed by the Client, or confirming the coverage of Orders at accounts and registers kept by the custodian bank on behalf of the Client
6. The Brokerage House shall not accept the Order, if it does not meet the conditions specified in these



Regulations

7. The Brokerage House shall immediately inform the Client about refusing to accept or rejecting the Client's Order, in a manner set in the Agreement

§44

1. The Brokerage House shall exercise due diligence in selecting the custodian bank for keeping Foreign Financial Instruments acquired on behalf of Clients, and in selecting the bank for transferring funds dedicated for purchase of Foreign Financial Instruments.
2. The Brokerage House shall exercise due diligence in selecting the Broker, who shall provide services to the Brokerage House in respect of Foreign Financial Instruments.
3. The Brokerage House shall inform the Client about the selected custodian bank and the Broker before the Agreement is concluded
4. The Brokerage House shall ensure conformity of transactions carried out with provisions of law binding at a given foreign market
5. The Brokerage House shall keep a register so that it reflects accurately the current balance of Foreign Financial Instruments acquired on behalf of the Client, and stored at the Brokerage House account in the custodian bank.
6. The Brokerage House shall ensure confidentiality of transactions executed on behalf of the Client within the limits of the binding law
7. The Brokerage House, on the demand of the Client, shall grant information about principles, where Foreign Financial Instruments are stored by the custodian bank and about modifications to such principles, immediately upon the reception of such information from the custodian bank. The aforementioned information shall be granted to the Client, provided Foreign Financial Instruments are or shall be located on an account kept by the custodian bank, purchased through the intermediary of a Brokerage House

Orders to buy and sale derivative rights

§45

1. The object of the Order may be the purchase or sale of derivative rights.
2. Orders to buy or sell, or cancellations of previously placed Orders are accepted if made in writing. The Brokerage House may accept Client's Instructions, placed via a telephone, facsimile, modem, or other technical and digital devices, if the Agreement stipulates this, and the Client granted a power of attorney to place Orders based on such instructions. The Client at his/her discretion may grant the power of attorney personally to an employee of the Brokerage House or to employees of the Brokerage House employees, to the Brokerage House itself or to the Entitled Representative of the Agent

§46

1. The Client's Order shall contain all the necessary elements ensuring its proper execution as provided in § 16 of the Regulations. Additionally, the Order shall include:

- 1) NKK number of the Client and portfolio ID, when derivative rights belonging to a Client are registered at more than one Client's securities account,
- 2) additional Client statements if required by applicable laws and regulations
- 3) any other elements, if required in particular under the Terms of Issue

2. In addition, the Client's Order may include:

- 1) specification of the market (quotation system) on which the Order is to be executed
- 2) specific conditions for its execution, provided that they have been approved by the Brokerage House and are not contradictory to the provisions of trading laws and regulations governing the market where the Order shall be forwarded,
- 3) specification of the securities allocated for the margin deposit.
3. If the Client fails to provide any element of the Order, referred to in section 1, the Order shall not be accepted by the Brokerage House.
4. If the Client's Order erroneously specifies the code at the National Depository, corresponding to the name of the derivative right, then the Brokerage House shall transfer the Order for execution according to the name of the derivative right

§47

1. The condition for accepting and transferring the Order to buy options for execution, shall be a 100% coverage of purchase Order values by the Client, at the moment of issuing a Broker's Order, increased with the commission due to the Brokerage House. Coverage of the option purchase Order may relate only to funds that at the moment of issuing a Broker's Order by the Brokerage House are recorded and are not blocked at the cash fund and register of amounts due of the Client. Settlement of option transactions shall take place pursuant to general principles binding upon settlement of securities transactions

2. The condition for accepting and executing the buy or sale Order of derivative rights, within the scope in which provided services are related to the obligation of a margin deposit, shall be the fact of holding by the Client an initial margin deposit at the margin account in the amount not lower than the value specified in an Agreement concluded with the Client and funds on the Client's cash account to pay the commission due to the Brokerage House, according to the Table. The amount of the margin deposit and initial margin deposit (required for concluding derivative rights transactions, within the scope in which provided services are related to the obligation of making a margin deposit or initial margin deposit) shall not be lower than the amount specified in appropriate provisions of law and Ordinance of the President.



3. If the value of the required margin deposit or initial margin deposit, specified forth in the Agreement, shall be other than the value of deposits specified in the Ordinance of the President, the Clients shall be informed about the required value of deposits under the mode where they are informed about modification to this Regulation, and modification to the value of deposits required shall be carried out under the mode specified for modifications of the Regulations.
4. The commission referred to in section 2 shall be collected from the Client's cash account, at the moment of settling transactions concluded at the derivative rights market.
5. If due to executing the Client's Order, the position opened earlier shall be closed, or a correlated position for derivative rights held by the Client shall be opened (changes to the balance of derivative rights held, causing a reduction to the required margin deposit), the Brokerage House may accept and execute the Order without having to place an initial margin deposit by the Client, unless due to closing the position, the position correlated previously shall not have a collateral.

§48

1. The Brokerage House shall not accept or reduce a Client's Order to buy or sell derivative rights:
 - 1) to the amount of available limits if the Order execution may lead to:
 - a) exceeding the Client's exposure limit specified in the Agreement,
 - b) exceeding the Client's exposure limit, Brokerage House exposure limit, or Brokerage House transaction limit at the National Depository, specified with the amount of settlement deposit, paid by the Brokerage House.
 - 2) to the value of assets held by the Client at the securities account and cash account, in case of insufficient amount of assets to cover:
 - a) the initial margin deposit or the required margin deposit,
 - b) the Order value,
 - c) agreed commissions
2. The Brokerage House shall reject the Order if it does not comply with the Terms of Issue
3. The Brokerage House shall be entitled to refuse to accept the Order to buy or sale of derivative rights in other justified cases than specified in sections 1 and 2, in particular when Order execution could violate binding provisions, or is impossible for reasons for which the Brokerage House does not bear responsibility on the basis of universally applied legal norms
4. The Brokerage House shall inform the Client immediately about rejecting or reducing the Order to buy or sale of derivative rights, for reasons specified in

sections 1-3, in a manner and form in which the Order or Instruction was placed by the Client at the Brokerage House, unless the parties specified otherwise in the Agreement

§49

1. In case of index units, purchaser of an index price shall pay to its issuer the index unit price, and costs of broker commission to the Brokerage House. When placing an Order opening the long position, an initial margin deposit or maintenance of the required margin deposit shall not be required
2. In case of an Order opening a short position in unit prices, the Client shall hold funds at the cash account sufficient to cover the initial margin deposit, as well as the envisaged broker's commission. In this case the Client shall maintain the margin deposit at a level specified in the Agreement.
3. The Client, holding an open long position in index units, may report the demand to execute index units, pursuant to the Terms of Issue
4. When the Client, holding an open short position in index prices, is selected randomly by the National Depository to be transferred to the entity executing an index unit of the settlement amount, the Brokerage House shall make all efforts to inform the Client about this event. The Brokerage House is not in a position to guarantee an effective notification in that respect.
5. The resumption of the Client's short position where the Client was randomly chosen by the National Depository to transfer an index unit of the settlement amount shall take place exclusively based on another Order of the Client.

§50

In matters not regulated in this chapter, provisions of these Regulations shall apply respectively to transactions regarding derivative rights.

§ 51

1. Up to the moment of crediting the Client's account with derivative rights due to concluded transaction, funds constituting a margin deposit shall be blocked at a separate account kept within the framework of the Client's cash account. Upon recognising the Client's account as derivative rights, in relation to concluding a transaction, funds constituting an initial margin deposit shall be transferred to the blocked account where funds paid by the Client are recorded as a margin deposit for holding derivative rights. Upon placing an Order on buy or sale of derivative rights, the amount of the envisaged commission of the Brokerage House shall be transferred to the blocked account.
2. If the Order or Orders are valid for more than one session and the value of the margin deposit for all active Orders is lower than specified in the Agreement concluded with the Client, the Client shall immediately supplement the initial margin deposit up to the value no lower than specified in the Agreement concluded, upon a consideration of the value of all active Orders and



open positions at derivative rights.

3. When the Order is not executed in its validity period or when it is cancelled before its validity period ends, the funds constituting initial margin deposit shall be unblocked (i.e. be transferred to the basic cash account of the Client), provided that the value of the initial margin deposit, in relation to other active Orders, cannot after this operation be lower than the value specified in section 2.
4. When the Order is executed partially, the margin deposit shall be a part of the initial margin deposit, relevant to the Order execution level.
5. When placing an Order, causing closure of a position opened earlier, as well as when placing an Order leading to the opening of a correlated position, the Client shall not contribute an initial margin deposit. However, if due to executing an Order for closing a position, there will be no collateral for the position previously correlated, the Client when placing an Order shall be bound to contribute an initial margin deposit in the amount specified in section 2

§52

1. Funds gathered in the form of a margin deposit, shall be used to execute the process of everyday settlements, with the aim to update of liabilities resulting from the Client's open positions in derivative rights (equalization to the market). Everyday market settlements aim at minimising the risk related to settlement of liabilities resulting from derivative rights held by the Client
2. The Client shall maintain the margin deposit for open positions in derivative rights, with the value corresponding to at least the value of the required margin deposit.
3. The value of the required margin shall be specified in the Agreement.
4. Based on clearing documents approved by the National Depository, the Brokerage House makes the daily and final clearing with the Client by crediting or debiting, as the case may be, the Client's margin account.
5. In case the daily or final clearings result in the Client's obligation to pay a clearing amount, this amount shall reduce the balance of a margin deposit at the Client's margin account.
6. In case the daily or final clearings result in a liability against the Client, the clearing amount shall increase the balance of a margin deposit at the Client's margin account.

§53

1. If due to modifications in the portfolio content or a non-beneficial position for the Client on the market, the value of a margin deposit maintained by the Client shall be reduced below the required margin deposit, the Client shall supplement the margin deposit up to the value specified in the Agreement, for the initial margin deposit.
2. The Client shall supplement the margin deposit no later

than on the next day, 15 minutes prior to starting trading with derivative rights on the regulated market or in an alternative trading system, unless Terms of Issue and the Agreement concluded with the Client provide otherwise.

3. If at the moment of daily settlement of futures contracts in the Brokerage House, in the case specified in section 1, the Client's cash account features free funds, the Brokerage House shall transfer those funds to the Client's margin deposit, aiming at total supplementation of the margin deposit.
4. The Brokerage House may accept a power of attorney from the Client, based on which in a situation quoted in section 1 the Brokerage House may supplement the margin deposit, transferring funds in the name of the Client from the Client's bank account referred to in the power of attorney to the Client's margin account kept by the Brokerage House or another entity
5. If the margin deposit fails to be supplemented pursuant to section 1, the Brokerage House shall close the selected Client's open positions (shall respectively sell or buy derivative rights of the same series as Client's derivative rights) in the amount required to reduce the required initial margin deposit, referred to in the Agreement, up to the level of the current value of the Client's margin deposit. If there is a need to use the margin deposit established in the form of securities, the Brokerage House shall sell them. The Brokerage House, when closing the positions, acts in the name and on account of the Client. Signing of the Agreement by the Client, shall be unequivocal with granting a power of attorney for the Brokerage House to sell securities constituting a margin deposit, in the event of a situation described in the previous sentence.
6. If the current value of margin deposit on the Client's margin account is higher than the value required under the Agreement towards the initial margin deposit, the Brokerage House shall unblock funds (funds shall be transferred to the basic Client's cash account) up to the value required pursuant to the Agreement for initial margin deposit
7. The Client placing a margin deposit, in the form of securities accepted by the National Depository, shall place an Instruction at the Brokerage House to block a specified number of securities.
8. Securities constituting a margin deposit may be unblocked at the Client's decision, if the value of Client's margin deposit remaining after unblocking shall correspond to at least the value of initial margin deposit specified in the Agreement.
9. Should the Client close all positions opened previously, all funds at the margin deposit shall be transferred respectively to the cash account or securities account without a separate Instruction of the Client.

§54

1. If the Client holds more than one portfolio at the Client's individual account, the margin deposit for open



positions in derivative rights shall be calculated separately for every portfolio. Also, the initial margin deposit shall be established and calculated separately for every portfolio, in relation to the Orders to buy or sale of derivative rights placed

2. If the Client holds more than one portfolio, and in a situation specified in § 51 section 1 and 2, and § 49 section 2, he/she shall supplement the deposit only partially, and the supplementation shall relate to a portfolio indicated by the Client. Otherwise, the Brokerage House shall recognise the deposit supplementation at the Client's portfolio as he/she chooses.

§55

1. The Client shall be obliged to maintain the number of open positions within the limits specified by the Client's exposure limit, relating to derivative rights held. Client's exposure limit shall be calculated as a relation of the Client's open positions (including positions opened by the Client through the intermediary of other entities with whom he/she concluded agreement for providing brokerage services regarding derivative rights) to all market open positions in a given series of derivative rights.
2. The Brokerage House shall determine the Client's exposure limits. The Client's exposure limit may depend on the Brokerage House exposure limit, as a clearing member, granted by the National Depository.
3. The National depository may lead to closing of positions maintained by the Client if its exposure exceeds the level fixed by relevant provisions of law. The Brokerage House shall not be liable for activities undertaken by the National Depo.

§56

- 1) The Brokerage House and the Client (being a financial counterparty according to EMIR) shall report information to the Trade Repository
- 2) Each of the entities referred to in sec. 1 shall independently report transactions on its own behalf.
- 3) The obligation to report transactions is deemed to be met if it is made no later than on the working day following the conclusion, modification or termination of the contract
- 4) The client referred to in sec. 1, may delegate the obligation to report to another entity, which may be the Brokerage House.
- 5) In the situation referred to in sec. 4, (2nd sentence), the Client shall sign an annex to the Agreement with the Brokerage House, which shall regulate in detail the rights and obligations of the parties in this respect, in particular covering the costs of reporting by the Brokerage House on behalf of the Client to the Trade Repository in accordance with the Table.
- 6) Despite delegating the obligations referred to in sec. 4, to the Brokerage House or other entity, the ultimate responsibility for proper reporting of the transactions to the Trade Repository is borne by the Client, excluding situations where failure or improper fulfilment of this

obligation by the Client was caused by the wrongful act or omission on the part of the Brokerage House.

- 7) The Brokerage House declares that in the context of reporting transactions, it will use the Trade Repository of KDPW.

Transactions to buy and sell private securities

§57

1. The Brokerage House may intermediate in transactions on private securities, unless the Agreement provides otherwise.
2. The Brokerage House, when executing the activities by , referred to in section 1, the Brokerage House shall be obliged purchase or sale (according to the Order) indicated private securities on its own name, but to the account of the Orderer

§58

1. The Brokerage House shall intermediate in transactions with private securities, based on a written Order to buy or sale securities.
 - 1) name of the Client or Client's account number, specified in the Agreement, allowing its clear identification,
 - 2) date and time of issue,
 - 3) expiry date,
 - 4) Party to the Order (buy or sale),
 - 5) type and number of private securities, being the object of the Order,
 - 6) price.
2. The Brokerage House shall execute the Order, if in the Order's validity period a counter-Order shall be placed, which in the event of an Order to sale contains a price limit smaller or equal than the price for which the Order to buy given securities was placed, or in the event of an Order to buy the price limit shall be higher or equal than the price for which the Order to sale was issued. The Order shall be executed for the price specified in the Order placed as the first one.
4. The Order may be executed partially, unless the orderer indicates in the order that the order must be executed only in full
5. The Order may be modified or cancelled by the time of its execution, i.e. up to the time of concluding a transaction. The Order may be also modified or cancelled in its part, which has not been completed yet, when the Order is executed partially
6. The Brokerage House shall charge a commission from every Order carried out, in the amount specified in the Agreement. The commission shall be collected from the Client's account by the latest on the transaction settlement date made by the Brokerage House, without having to obtain separate Instructions from the Client
7. At the moment of placing the Order, the Client shall be obliged to hold - at the Brokerage House deposit or another relevant institution the credibility of which does



not arise any reservations of the Brokerage House - private securities being the object of the Order to sale or funds being a collateral for the Order to buy, in the amount calculated as a product of price marked in the Order and number of securities increased for the commission due. The Brokerage House may waive from the condition of holding funds, constituting a collateral for the Order to buy, if according to the Brokerage House the Client shall guarantee satisfaction of its obligations against the Brokerage House, caused due to transactions concluded by the Brokerage House on behalf of the Client.

8. In case of sale transactions, the Brokerage House shall be liable to pay the price by the purchaser of private securities.

Post-auction trading and continuous quotations

§59

Clients may participate in post-auction trading or continuous quotations by placing Orders to buy and sale of securities, pursuant to §16-20.

§60

1. Orders placed in the time of post-auction trading or continuous quotations shall be executed according to the sequence of their placing.
2. Orders placed prior to post-auction trading shall be executed first.
3. The person conducting the post-auction trading shall be empowered in the time of post-auction trading to settle all disputes and doubts regarding its course. In particular, he/she shall settle the sequence of placing Orders.

Chapter 6. Accepting and Transmitting Orders to Buy or Sell Financial Instruments (Matching Orders)

§61

1. When stipulated in the Agreement, the Brokerage House shall provide services based on accepting and transmitting Orders to buy or sale financial instruments by matching two or more Clients to conclude transactions between such Clients.
2. After accepting the Order, the Brokerage House may, with the Client's consent, to undertake actions aiming at finding an entity interested in concluding an agreement for sale of financial instruments with the Client. Provisions in § 16 shall apply respectively to placing Orders by the Client.
3. The consent, referred to in section 1, shall be awarded by the Client with every Order and should specify an Order or Orders it relates to, unless the Client expressed a consent in a general form in the Agreement.
4. The Brokerage House shall undertake actions, quoted in section 1, immediately after obtaining the Client's consent.
5. In case of finding an entity who is interested in concluding a securities sale agreement with the Client, the Brokerage House, based on a power of attorney

granted by the Client in the agreement, shall conclude in the name of the Client a sale transaction with this entity, subject to provisions of section 6.

6. The transaction, referred to in section 5, shall be concluded based on conform declarations of will placed by the Brokerage House, acting in the name of the Client, and by an entity interested in concluding a securities sale agreement with the Client. The declaration of will referred to in the preceding sentence shall be made in compliance with applicable provisions of law and adopted market practice.
7. The Brokerage House may contact the Client with an entity, quoted in section 5, in order to conclude a sale agreement directly between the Client and this entity. In this case, the Client may not specify the price or the number of securities constituting the subject of the Order

Chapter 7. Storing and Recording Financial Instruments, Including Keeping Securities Accounts and Cash Accounts

§62

1. Pursuant to the Agreement and this Regulation, the Brokerage House shall keep the following for the Client:
 - 1) Securities account
 - 2) Margin account,
 - 3) Register of Foreign Financial Instruments
 - 4) Private securities account,
 - 5) Cash account,
 - 6) Other accounts or registers.
2. The Brokerage House reserves the right to correct, in its own scope, erroneous records at securities accounts, cash accounts, or other relevant accounts or registers, informing the Client about this.
3. The Client for whom the custodian bank keeps accounts and registers, quoted in section 1, shall provide this custodian bank with settlement Instructions that conform with confirmations of concluding transactions delivered by the Brokerage House at a time allowing to settle the transaction pursuant to regulations binding on the market where the transaction was completed.

Securities account

§63

1. The Brokerage House shall keep a securities account for the Client, if this is specified in the Agreement.
2. The Securities account shall be used to register financial instruments. The account shall be opened immediately after the conclusion of the Agreement

§64

1. The Brokerage House shall not open a securities account for the Client, when the financial instruments acquired shall be recorded on the account of this Client



at the custodian bank or at the National Depository.

2. Records on the securities account shall be performed exclusively based on records evidences where the minimum value is set by relevant legal provisions
3. Records on the securities account shall be made immediately after receiving records evidences, quoted in section 2, at the time of settling transaction by a Relevant Clearing House, or at the time agreed by the Parties, in case the transaction was concluded beyond organised trading.

§64a

1. The Client's transaction is subject to a partial settlement, in the cases and subject the terms specified in the Regulations and in accordance with the regulations of relevant Clearing Houses
2. The Brokerage House shall make entries in the securities account and cash account of the Client after settling/clearing the transactions in a relevant Clearing House, taking into account the provisions of sec. 3 - 5.
3. In case of partial settlement, the Brokerage House shall make entries in the securities account and the cash account of the Client, in the part corresponding to the settlement
4. Orders submitted by the Client after settling partial transaction, or other declarations of intent related to the settlement order shall have no legal effects in relation to the completed part of the settlement. Orders and declarations of intent referred to in the first sentence, may result in legal effects only in relation to the suspended part of the settlement.
5. Settlement of transactions within the scope of the suspension due to partial settlement shall be made immediately after proper conditions arise for its completion.

§65

1. For the Client with a securities account kept by the Brokerage House, the Brokerage House shall keep relevant accounts and registers, including a register of the current balance and modifications to the balance of Foreign Financial Instruments acquired by the Brokerage House on behalf of the Client, pursuant to its Instructions.
2. Recording financial instruments at relevant accounts and in relevant registers shall take place pursuant to applicable provisions, including National Depository regulations
3. Financial instruments, being the object of a blockade or another collateral, shall be recorded on the securities account, and shall be used to secure the execution of:
 - 1) obligations arising from loans of securities granted on the basis of separate regulations,
 - 2) obligation resulting from loans and credits contracted to purchase securities,
 - 3) liabilities arising from derivative rights,
 - 4) liabilities arising from property rights,
 - 5) other obligations provided for herein and under applicable legal regulations.
4. The Brokerage House shall block the financial instruments in the operational register, quoted in § 68

on the basis of information regarding a placement of an Order to sale financial instruments by the Customer, subject to sections 5 and 6.

5. The Brokerage House may waive from blocking financial instruments, if in its opinion the Client shall not undertake actions precluding or interfering a timely settlement of the transaction, and its financial standing justifies the assumption that he/she shall satisfy the claim of the Brokerage House if he/she incurs a damage due to Client's actions not in conformity with the content of the obligation incurred on its account due to transactions concluded by the Client
6. The Brokerage House shall implement the blockade anytime such a request is made by a participant of National Depository who is responsible for settling transactions.
7. If the Client undertakes actions preventing or interfering the timely settlement of the transaction by the Brokerage House, the Brokerage House shall for minimum of 6 months execute the Customer's sale Orders only on the condition that the securities being the subject of such Orders are blocked

§66

1. The Client may transfer financial instruments to another securities account of the Client, including the one kept by another entity.
2. The Instruction for transferring financial instruments to another Client's securities account, including the one kept by another entity, should be made in writing or via facsimile or via other technical devices (e.g. via the Internet) if such way is enabled by the Agreement signed by the Client and the Brokerage House or by the Client and the Brokerage House Agent and which shall include
 - 1) first name and surname (company name) and the number of the Customer's account,
 - 2) date and time of issuance,
 - 3) code and amount of financial instruments being the subject of the Instruction,
 - 4) name of an entity keeping the securities account and account number where the transfer shall be made,
 - 5) signature of the Customer or its agent,
 - 6) other information required for the transfer.
3. In case the account where financial instruments are transferred is not kept on behalf of the Client, the transfer Instruction shall be enclosed with original copies of documents constituting the legal grounds of the transfer.
4. In case of placing an Instruction by the Client to transfer financial instruments and/or funds to another securities account and/or cash account, the Brokerage House shall carry out the activities required within three business days from the date of receiving an Instruction, provided that:
 - 1) the object of Instruction does not include financial instruments and/or funds placed at blocked



securities account and/or cash account of the Client, or where their transfer is blocked by the Brokerage House pursuant to § 95 section 6, or for another title,

- 2) there is no debit balance at the cash account; in this situation the Brokerage House may not execute the Instruction for transferring financial instruments in relation to financial instruments holding the value equal to the debit balance amount, increased with a broker's commission related to execution of the sale Order of those financial instruments placed by the Brokerage House aiming at satisfying its claims
 - 3) the object of the transfer Instruction shall be financial instruments which pursuant to relevant provisions may the object of transfer,
 - 4) the Brokerage House received documents confirming their sale or transfer - in case of events of law, following which financial instruments are sold or transferred, beyond the regulated market and without the intermediary of the Brokerage House.
5. The Brokerage House may waive from requirements mentioned in section 3 and 4 item 3, if binding provisions of law allow for such a possibility, in particular if the Instruction to transfer financial instruments is placed by a Professional Client

§67

1. On the demand of the Client, the Brokerage House shall issue in writing, separately for every type of securities, an inscribed depository certificate, hereinafter referred to as the "Certificate". The Certificate may include, on demand of the Client, part of financial instruments recorded on the account.
2. The Certificate shall contain:
 - 1) the company (name), registered office and address of the entity issuing the certificate and the number of the certificate,
 - 2) amount of financial instruments,
 - 3) the type and code of the financial instrument,
 - 4) company (name), registered office and address of the payee or financial instrument issuer,
 - 5) nominal value of the financial instrument,
 - 6) first and last name or name (company) and seat and address of the securities account holder,
 - 7) information about existing limitations for transferring financial instruments or charges established therein,
 - 8) the date and place of issuing the certificate,
 - 9) the purpose for which the certificate is issued,
 - 10) the expiration date of the certificate,
 - 11) in case the previously issued certificate, regarding the same financial instruments, was invalid or damaged or lost prior to the end of its validity period - indicating that

this is a new certificate

- 12) signature and stamp of a person authorised to issue a certificate in the name of the issuer, or issuer's stamp.
3. The certificate confirms the authority to carry out authorities resulting from financial instruments, indicated in its content, that are not or cannot be executed exclusively based on records on the securities account, in particular confirms the authority of the shares owner to participate in the general meeting of shareholders.
4. Financial instruments, in the number specified in the certificate content, cannot be the object of trading from the moment of its issuance until its expiry or return of the issuer's certificate prior to the end of its validity period. During that period, the Brokerage House shall block the pertinent number of financial instruments in the Client's account

Operational Register

§68

1. The Brokerage House shall open an operational register for a Client for whom the Brokerage House keeps a securities account.
2. Records shall be made in the operational register exclusively based on register evidences the minimum value of which shall be fixed by the National Depository or Relevant Clearing House.
3. The operational register shall be used to record financial instruments and rights to financial instruments, which may be the object of sale Order accepted for implementation by the Brokerage House.
4. The operational register shall record a blockade of financial instruments being the object of the sale Order accepted by the Brokerage House based on a general framework agreement for short sale, under §11.
5. The number of financial instruments and rights to financial instruments in the operational register shall be equal to the total of:
 - 1) financial instruments recorded on the securities account, except for financial instruments that were subject to concluded but not settled sale transactions and still remain registered on the securities account, and
 - 2) rights to financial instruments, if settlement of buy transactions of such securities are included in the system quoted in Article 65 or 68 of the Act

Margin account

§69

1. Pursuant to the Agreement, the Brokerage House shall open and keep a margin account for the Client.
2. The margin account shall be used to record funds and securities constituting a margin deposit of the Client, following from held and bought and sold derivative rights by the Client. The Margin account shall be maintained as a separate account of the cash account



and the securities account of the Client

3. Derivative rights held by the Client shall be recorded on the Client's securities account.
4. Derivative rights belonging to the Client may be recorded on more than one securities account of the Client, after the National Depository granted separate markings to specific portfolios and opening by the Brokerage House a corresponding number of portfolios of the securities account number.
5. Funds allocated for a margin deposit may be contributed in the form of cash funds and securities approved by the National Depository as a margin deposit.
6. Cash funds paid as the margin deposit shall be treated as contribution towards such margin deposit without limitations
7. Securities contributed as a margin deposit shall be recognised for the margin deposit only up to the value fixed by the National Depository, specified in relation to the value of a relevant margin deposit. When recognising securities towards the Client's margin deposit, value of such securities shall be set according to principles fixed by the National Depository
8. Funds and securities constituting a margin deposit of the Client shall be recorded at blocked accounts. Funds constituting a margin deposit, in the amount of a relevant margin deposit specified after every stock exchange session by the National Depository, shall be contributed to the National Depository via the General Clearing Participant
9. Funds constituting a margin deposit are interest-free, unless the Agreement provides otherwise

§70

1. The Brokerage House shall transfer information on supplementing the margin deposit or exceeding the exposure limits by phone, facsimile, or electronic mail (e-mail), to the phone numbers, facsimile numbers, or e-mail addresses that the Client shall be obliged to state in his/her declaration signed together with the Agreement. The Client is obliged to monitor on an ongoing basis the requirements relating to supplementing the margin deposit and failure by the Client to monitor information on supplementing the margin deposit or exceeding the exposure limit, shall not release the Client from his/her obligation to supplement the margin deposit or adjust the number of open positions to the set exposure limits within the dates specified in the Regulation
2. The Brokerage House shall transfer information to the Client, quoted in section 1, no sooner than upon making everyday market settlements. Information shall be granted exclusively to the Client or its proxy

Register of Foreign Financial Instruments

§71

1. Based on the Agreement, provided the Agreement stipulates this, the Brokerage House shall open and keep a Foreign Financial Instruments for the Client.

2. Register of Foreign Financial Instruments shall be used to record the current balance of Foreign Financial Instruments and rights resulting therefrom, bought or sold by the Brokerage House on behalf of the Client, pursuant to his/her Instructions
3. The balance in the Client's Register of Foreign Financial Instruments increases or decreases due to:
 - 1) buying or selling Foreign Financial Instruments,
 - 2) other event at law, pursuant to the applicable regulations.
4. The Brokerage House shall make records in the register of Foreign Financial Instruments immediately after:
 - 1) receiving a confirmation, from the Broker or Trade Organiser, of concluding a transaction, issued in conformity with provisions binding on a given market, or
 - 2) drafting of relevant documents by the Brokerage House, issued pursuant to relevant provisions, confirming conclusion of transactions in events quoted in § 28, or
 - 3) receiving from the custodian bank of relevant documents, issued pursuant to relevant provisions, confirming the completion of transfer of Foreign Securities, in conformity with the Client's Instruction, from or to the account of a Brokerage House kept by the custodian bank, due to events quoted in section 3

Private securities account

§72

1. The Brokerage House, based on the Agreement and if the Agreement provides, shall open and keep a private securities account for the Client.
2. Private securities account shall be an account where private securities are recorded, with rights entitled to the Client.
3. In cases not regulated by this section, other relevant provisions of the Regulations shall apply to keeping private securities account, in particular regarding securities accounts.

§73

1. Transfer of private securities rights shall be recorded by the Brokerage House by making relevant records at private securities accounts of the Client kept by the Brokerage House.
2. Payment for transactions concluded cannot take place later than on the date of transferring rights from securities, being the object of transaction. Payment, quoted in the previous sentence, may be made at another date than specified above, unless this shall not be approved by the Brokerage House
3. Financial settlements related to transaction concluded, shall be executed via cash accounts executed by the Brokerage House, where payments for the purchase of private securities and funds from the sale of private securities are made, and where funds being a collateral for purchase Orders made are blocked, as well as



where cash funds constituting issuer's contributions following from private securities are recorded (dividends, interests, and bonds repurchase amount).

4. If the Client fails to settle liabilities towards the Brokerage House for transactions concluded, the Brokerage House shall inform the Client of the necessity to settle the liability and shall provide a deadline for this to take place, after the passage of which the Brokerage House is entitled to sell selected assets of the client deposited on its account or in registers kept by the Brokerage House, as well as to cover the Client's liability from funds obtained from the sale of his/her assets with the selection of assets being made in a manner that minimizes as far as possible detriment to the Client

Cash account

§74

1. The Brokerage House shall keep a cash account for the Client, as specified in the Agreement.
2. The cash account shall be used to handle securities accounts, margin account, register of Foreign Financial Instruments, private securities account, and other accounts and registers, in particular to settle transactions with financial instruments, as well as to handle other liabilities of the Brokerage House against the Client or liabilities of the Client against the Brokerage House for services provided by the Brokerage House on behalf of the Client.
3. The cash account shall be opened immediately after the conclusion of the Agreement, referred to in sec. 1.
4. Cash funds gathered at the cash account, kept in PLN or in foreign currencies, shall not be interest-bearing, subject to provisions of sec. 5.
5. Funds shall bear the interest from the amount no smaller than PLN 1 000 000, unless the Agreement concluded with the Client provides otherwise.
6. The interest on monetary assets kept in the account shall be variable and it shall accrue on a daily basis according to the following formula:

$$I = (\text{WIBID O/N} - 0.55 \text{ percentage points}) \times R$$

where:

I – interest rate,

WIBID O/N – interest rate on the interbank market for O/N deposits, presented by Reuters system at 11:00am,

R – margin ratio of the Brokerage House.

7. Capitalisation of interests and their payment shall take place every month, on the first business day of a month for the previous calendar month.
8. The amount of interest on funds at Clients' cash accounts, shall be fixed by the President of the Brokerage House by way of an Ordinance. Information about the amount of interest shall be available at the seat of the Brokerage House and may be transmitted to the Client or the potential Client on his/her demand via phone, facsimile, electronic mail or other technical and

digital devices, and shall be available at the Brokerage House web pages.

9. The Client shall be informed each time about changes in the interest formula specified in section 6 in a manner and timescale enabling him/her to become acquainted with the changes before they enter into force.
10. The Brokerage House may vary the interest on funds for specific Clients, and set forth individual conditions of interests on funds recorded on its cash account in the Agreement concluded with the Client.
11. The cash account may be kept in the Polish currency [PLN] or in foreign currencies.
12. In relation to provided brokerage services concerning Foreign Financial Instruments, the Brokerage House (when required to execute the Instruction or Order of the Client) shall execute foreign exchange service on behalf of the Client, applying the current exchange rate specified in the table of foreign exchange rates of Deutsche Bank Polska S.A. or another Bank keeping the cash account of the Brokerage House, which participates in the foreign exchange
13. With regard to cash accounts kept for clients in the Polish zloty, in a situation where the benefits arising from holding financial instruments are paid to the Client in a foreign currency (especially dividends), the Brokerage House shall convert them into Polish zlotys using the exchange rate for foreign currency announced in the table of foreign exchange rates of Deutsche Bank Polska S.A. or other bank keeping the cash account of the Brokerage House, which participates in the currency exchange.
14. Conversion referred to in sec. 13, shall be made immediately, but no later than on the working day following the date of crediting the bank account of the Brokerage House. with the benefits.

§75

1. Records on cash accounts shall be executed based on records evidences where the minimum value shall be set forth by the National Depository, as well as based on correct and reliable evidences issued pursuant to separate legal provisions.
2. Records on the cash account shall be made immediately after receiving records evidences, quoted in section 1.

§76

1. The Brokerage House shall keep the Client's funds on the bank accounts kept for the Brokerage House separately from the Brokerage House funds
2. The Brokerage House shall receive remuneration from the bank in which the Brokerage House Client's funds are deposited. The remuneration referred to this paragraph, serves as the partial coverage of costs associated with servicing and maintaining the securities account and cash account.



3. The Brokerage House may execute Client's Instructions related to its funds, only in order to:
 - 1) fulfil obligations arising from buying or selling financial instruments,
 - 2) cover fees, commissions, and other liabilities of the Client for agreements concluded between the Brokerage House, or another investment company, and the Client, or for agreements on managing a foreign package of financial instruments ordered, concluded between the Client and a managing authority
 - 3) make transfers for establishing margin deposits, in case such requirement results from binding provisions of law
 - 4) repay loans and credits contracted by the Client to purchase financial instruments,
 - 5) withdraw cash funds by the Client,
 - 6) transfer cash funds onto the Client's bank account or another cash account of the Client.
 4. Payment of cash funds can be carried out in the form of a cash payment or bank transfer to the bank account kept on behalf of the Brokerage House.
 5. The Client may grant the Brokerage House or the Brokerage House Agent with the power of attorney to debit his/her given bank account in order to transfer cash funds to Client's cash account kept by the Brokerage House.
 6. The bank account where payment should be made shall be indicated by the President by way of an Ordinance. Information about bank accounts shall be available at the seat of the Brokerage House and may be transmitted to the Client on his/her demand via phone, facsimile, electronic mail or other technical/digital device, and shall be available from the Brokerage House web pages.
 7. Payments of funds can be executed based on an Order in writing, subject to section 8, in the form of
 - 1) cheque,
 - 2) bank transfer,
 8. The Brokerage House may accept Client's Instructions to transfer funds, placed via a telephone, facsimile, modem, electronic mail, or other technical devices, if the Agreement stipulates this, and if the Client granted the Brokerage House with a power of attorney to carry out bank transfers based on such Instructions and indicated accounts in the Client Card where transfers should be made.
 9. Transfer's Instructions are executed by the Brokerage House solely on the Clients' account or their spouses', with whom the Client holds joint property, with subject to chapters 8 and 9.
 10. Provisions in these Regulations for placing Orders via telephone and other technical/digital devices shall apply to transfer Instructions, pursuant to section 6.
 11. Instructions to transfer cash funds to the Client's bank account shall include:
 - 1) name and surname (company or name) and the number of the Customer's account,
 - 2) date and time of issuance,
 - 3) amount of funds subject to the Instruction or information that the Instruction shall be executed up to the amount of the current balance,
 - 4) name of the bank and the Client's bank account number,
 - 5) signature of the Client or its proxy (except Instructions placed via technical or digital devices where the Client is identified by personal identification code, password or other technical solution).
 11. Provisions of §66 sec. 4-5 shall apply when executing the Client's Instructions to transfer funds.
- §77**
1. Funds, being the object of a blockade or financial collateral, shall be recorded separately on the cash account, and shall be used to secure the execution of:
 - 1) obligations arising from loans of financial instruments granted on the basis of separate regulations,
 - 2) obligations resulting from loans and credits contracted to purchase financial instruments,
 - 3) liabilities arising from derivative rights,
 - 4) liabilities arising from property rights,
 - 5) other obligations provided for herein and under applicable legal regulations.
 2. At the moment of issuing a Broker's Order by the Brokerage House, funds of the Client constituting a coverage of the Order to buy financial instruments shall be blocked at the cash account, subject to § 26 section 5.
 3. Cash funds blocked at the Client's cash account, constituting a coverage for Orders to buy financial instruments executed in the course of the session, may be unblocked in the amount so that the funds blocked were sufficient to settle transactions concluded during the session by the Brokerage House.
 4. Clients' funds shall be recorded at bank accounts kept for the Brokerage House, separated from funds of the Brokerage House. Clients' funds shall be an object of term deposits, or may be invested by the Brokerage House in securities issued by the Polish State Treasury, if binding provisions allow such a possibility.
 5. In the event of a debit balance in the cash account attributable to the Client, the Client shall pay penalty interests, i.e. for the period from the occurrence of the debit balance to the day preceding its payment, calculated according to the rate of statutory interests, binding in the term of the debit balance.
 6. Penalty interests for a debit balance at the Client's cash



account shall be calculated quarterly on the last day of the calendar quarter. In the event of closing the securities account, margin account, register of Foreign Financial Instruments, private securities account, and cash account prior to the end of the calendar quarter, the penalty interests shall be calculated on the day preceding the closure

Account and register statements

§78

1. The Brokerage House, on the Client's request, shall produce account and register statements, kept by the Brokerage House on behalf of the Client, and shall send them to the facsimile number, electronic mail address, via other technical devices or correspondence address of the Client provided in the Client Card or using other agreed methods.
2. Information, referred to in section 1, regarding balance of Client's accounts and registers may be transmitted to the Client via a telephone, upon a prior provision of a password by the Client, set forth in the Client Card. If the Agreement between the Client and the Brokerage House or the Brokerage House Agent stipulates this, all information about accounts and registers' balances kept by the Brokerage House on behalf of the Client can be distributed via the Internet.
3. Regardless of the information transmitted in the mode under section 1, the Brokerage House shall at least once annually sent statement of account and registers kept by the Brokerage House on behalf of the Client to the Client via a registered mail, subject to provisions of sec. 4. A fee is charged for sending these statements, according to the rates defined in the Table of fees and commissions.
4. The statements referred in sec. 3 hereinabove may be provided to the Client free charge:
 - 1) using the website, when the Client has an access to its functionalities, or
 - 2) using the e-mail, when the Client granted expressed the consent to receive this type of information via e-mail,
5. The Brokerage House shall sent statements, referred to in section 3, to the Client at the beginning of every calendar year and the statements shall contain information including the type, name, and number of assets according to their balance in the end of the period for which information is drafted
6. Information referred to in sections 3-5 shall also include details of transaction results, concluded but not settled, prior to their drafting.
7. The Client shall verify the conformity of statements received with the actual status, and inform the Brokerage House immediately in writing about non-conformities detected.

Chapter 8. Securing the Repayment of Credits and Loans Granted to Purchase Financial Instruments

§79

1. The Brokerage House shall execute activities related to establishment and implementation of collaterals for repayment of credits to buy financial instruments, based on an agreement concluded between the bank and the Client, or based on a separate agreement between the bank and the Brokerage House, under which the Brokerage House shall be bound to execute activities aiming at establishing and executing a collateral for the credit granted by the bank. The Brokerage House shall inform the bank of any seizure of financial instruments or funds on the borrower's account, constituting credit collateral, by enforcement authorities or other competent bodies.
2. The Brokerage House shall provide the bank with information about the current amount of collateral, based on a power of attorney granted by the Client for the bank, authorising to obtain information about balances of its accounts and registers kept by the Brokerage House.
3. The method of securing the credit is specified in the Agreement referred to in section 1.

§80

1. A blockade on securities and cash accounts may serve as the collateral securing the credit
2. In case the collateral of receivables is based on establishing a blockade at the securities account and cash account, combined with establishing a power of attorney for an empowered person due to a blockade (bank) to sale securities located at the securities account and to satisfy from funds obtained in this way and located at the cash account, the Brokerage House having received an agreement on establishing a blockade containing the required limit of collateral value and establishing by the Client an Instruction in writing, shall perform such a blockade at the Client accounts
3. Value of collateral shall be specified by summing up the value of financial instrument deposited at the securities account and funds gathered at the cash account
4. The Brokerage House shall maintain the blockade of securities account and cash account for the period resulting from the agreement on establishing the blockades
5. During the period of the blockade, the Brokerage House is unable to execute the Orders/Instructions of the Client regarding cancellation of the blockade, and
 - 1) payment of funds if this would cause a decline in the value of collateral below the limit fixed,
 - 2) transfer of financial instruments to another securities account, if this would cause a decline in the value of collateral below the fixed limit, unless the agreement where the blockade was established provides otherwise
6. During the period of the blockade, the Client may sale financial instruments deposited at the securities



account and buy financial instruments for funds gathered at the cash account, and pay funds if this shall not reduce the value of collateral below the fixed limit, should the agreement referred to in § 79 section 1 stipulates this.

7. The Brokerage House shall cancel the blockade in the event of:
 - 1) blockade for indefinite time, established until further notice or until the execution of the obligation secured with blocking - immediately upon placing by the bank or by the Client - based on the bank's consent in writing, the written Instruction to cancel the blockade,
 - 2) an irrevocable blockade - on the day following the expiry date of the blockade specified in the Agreement

§ 81

Provisions of this chapter shall apply respectively to loans to buy financial instruments, excluding loans granted by brokerage houses and banks keeping securities accounts of their Clients, based on separate provisions of binding law.

Chapter 9. Collateral of Receivables at Financial Instruments

General provisions

§ 82

1. The Brokerage House shall undertake activities connected with establishing a collateral for receivables on the financial instruments permitted for trading at the regulated market only following a prior receipt of a written statement from the Client that:
 - 1) there is a non-prescribed cash or non-cash debt claim, including a future or contingent debt claim, arising from a specific legal relationship,
 - 2) the form of the debt collateral and the way of satisfying the creditor from the subject of the collateral complies with the requirements provided for in the legal regulations,
 - 3) the object of collateral of receivables shall be financial instruments permitted to trading at the regulated market, recorded at the securities account of the Client.
2. The circumstances referred in section 1 may be also asserted basing on the Client's account balance as well as on the submitted agreement on establishing a collateral and a document on the secured receivables. A copy of the agreement on establishing a collateral signed by an authorised employee with a date and stamp of the Brokerage House shall remain at the Brokerage House

§ 83

1. The Brokerage House may refuse to undertake a given action related to establishing a collateral for receivables if the Brokerage House has reasonable suspicions that the agreement and documents referred to in § 82 section 2 are inconsistent with generally applicable law or are intended to circumvent legal provisions.
2. The refusal, referred to in section 1, shall be expressed

in writing and shall provide a justification after the Client's written or oral explanations are received

Blocking financial instruments on the securities account

§ 84

1. The blockade of securities in the Client's securities account may constitute the collateral securing the receivables
2. If the collateral furnished to secure receivables takes the form of blocking a defined amount of the financial instruments deposited on the Client's securities account and is connected with issuance of the power of attorney for a person authorised in respect of the blockade (a creditor) to sell the blocked financial instruments and satisfy itself from the proceeds obtained from such sale, the Brokerage House shall block financial instruments upon receiving an agreement providing for such blocking and upon submitting a blockade Instruction in writing by the Client.
3. The Brokerage House shall maintain the blockade of financial instruments for the period resulting from the agreement on the establishment of the blockade.
4. Throughout the duration of the blockade, the Brokerage House may not execute the Client's Orders to:
 - 1) cancel the blockade,
 - 2) sale the blocked financial instruments,
 - 3) transfer the blocked financial instruments to another securities account
5. The provisions of section 4 item 3 shall not apply in the case of the transfer of financial instruments being the subject of the blockade to another securities account, keeping the blockade, where that transfer results from the performance of the agreement on the establishment of the blockade or in the case referred to in Article 89, section 4 of the Act
6. Executing the Client's Instructions, other than specified in section 4, on blocked financial instruments, may take place exclusively in the scope as set forth in the Agreement on establishing a blockade
7. The Brokerage House keeping the Client's securities account, where blocked financial instruments are recorded, due to absence of contrary provisions of the agreement on establishing the blockade, shall put at the Client's disposal, in a manner indicated by him/her, the benefits due to the blocked financial instruments, in particular dividends, interest or other cash benefits satisfied for the Client by the debtor under the financial instruments.
8. The Brokerage House shall cancel the blockade in the event of:
 - 1) blockade for indefinite time, established until further notice or until the execution of the obligation secured with a blockade - immediately upon placing by the creditor or by the Client (based on the creditor's consent) in writing, the written Instruction to cancel the



- blockade
- 2) irrevocable blockade for definite time - on the day following the expiry of the term of keeping the blockade as set forth in the agreement
 - 3) specified in section 10 - immediately after placing a sale Order for financial instruments.
9. Cancelling the blockade may concern a part of the blocked financial instruments.
10. On the maturity date of the receivable secured with the blockade, or at the soonest day when completing the Order is possible, the Brokerage House shall accept for execution the sale Order of the Client's financial liabilities in writing placed by the creditor pursuant to the power of attorney issued in his/her favour by the Client in the blockade agreement
11. The Brokerage House shall transfer immediately for the creditor's disposal, in a manner specified by him/her in the Order, quoted in section 10, funds resulting from implementation of this Order, in the amount allowing to satisfy claims of the creditor under the agreement
12. When the blockade period determined in the agreement expires, the Brokerage House may not accept the Order referred to in section 10.

Blockade of assets (blockade of the account)

§85

1. The blockade of assets in the Client's securities account or registers may constitute the collateral securing the receivables
2. If the collateral furnished to secure receivables takes the form of blockade of a defined amount of assets deposited on the Client's securities account and is connected with establishing the power of attorney for a person authorised in respect of the blockade (a creditor) to sell the blocked financial instruments, rights from financial instruments, and satisfy itself from the proceeds obtained from such sale, as well as funds recorded at the Client's cash account, the Brokerage House shall block financial instruments upon receiving an Instruction in writing providing for such a blockade and upon submitting a blockade Instruction in writing by the Client.
3. The Brokerage House shall maintain the blockade of assets for the period resulting from the agreement on the establishment of the blockade.
4. Throughout the duration of the blockade, the Brokerage House may not execute the Client's Orders to:
 - 4) cancel the blockade,
 - 5) sale the blocked financial instruments,
 - 6) transfer the blocked financial instruments to another securities account
5. The provisions of section 4 shall not apply in the case of the transfer of assets being the subject of the blockade to another securities account, keeping the blockade, where that transfer results from the

performance of the agreement on the establishment of the blockade or in the case referred to in Article 89, section 4 of the Act.

6. Executing the Client's Instructions, other than specified in section 4, on blocked financial instruments, may take place exclusively in the scope as set forth in the Agreement on establishing a blockade
7. The Brokerage House keeping the Client's securities account, where blocked financial instruments are recorded, due to absence of contrary provisions of the agreement on establishing the blockade, shall put at the Client's disposal, in a manner indicated by him/her, the benefits due to the blocked financial instruments, in particular dividends, interest or other cash benefits satisfied for the Client by the debtor under the financial instruments
8. The Brokerage House shall cancel the blockade in the event of:
 - 1) blockade for indefinite time, established until further notice or until the execution of the obligation secured with a blockade - immediately upon placing by the creditor or by the Client (based on the creditor's consent) in writing, the written Instruction to cancel the blockade
 - 2) irrevocable blockade for definite time - on the day following the expiry of the term of keeping the blockade as set forth in the agreement
 - 3) specified in section 10 - immediately after placing a sale Order for financial instruments
9. Cancelling the blockade may concern a part of the blocked assets.
10. On the maturity date of the receivable secured with the blockade, or in the soonest day when completing the Order is possible, the Brokerage House shall accept for execution the sale Order of the Client's financial liabilities in writing placed by the creditor pursuant to the power of attorney issued in his/her favour by the Client in the blockade agreement
11. The Brokerage House shall transfer immediately for the creditor's disposal, in a manner specified by him/her in the Order, quoted in section 10, funds resulting from implementation of this Order, in the amount allowing to satisfy claims of the creditor under the agreement.
12. When the blockade period determined in the agreement expires, the Brokerage House may not accept the Order referred to in section 10.

Pledge on financial instruments

§86

1. If the collateral furnished to secure receivables takes the form of a pledge established on the defined amount of the financial instruments deposited on the Client's (pledger) securities account, the Brokerage House shall block the financial instruments on the pledger's account upon the receipt of a pledge agreement and submission by the Client of a written Order to block the pledged financial instruments.



2. In the event that collateral of receivables shall be subject to establishing a registered pledge, based on provisions of the Polish Act on registered pledge and pledge register of 6 December 1996 (Journal of Law no. 149 position 703, as amended), hereinafter referred to as the "Act on registered pledge", the Brokerage House shall establish a blockade of financial instruments at the pledger account after receiving document quoted in section 1, and excerpt from the pledge register constituting the proof of making an entry.
3. Within the scope not regulated in provisions herein to establish, maintain, and lift the blockade of financial instruments, provisions of these Regulations on the blockade of financial instruments for the securities account shall apply
4. Following the establishment of the pledged financial instruments blockade the Brokerage House shall upon the Client's (pledger's) request issue an inscribed deposit certificate for those financial instruments. The content of the certificate shall include a reference to the establishment of the financial instruments blockade in connection with establishing a pledge thereon, the duration of the blockade and the level of receivables secured by the pledge.
5. The Brokerage House shall keep the blockade of the pledged financial instruments within the period stipulated in the pledge agreement.

§87

1. Unless the pledge agreement stipulates otherwise, the Brokerage House maintaining the securities account on which the pledged financial instruments are held shall make available to the pledgee, in the manner indicated by the pledgee, the benefits from the securities, in particular the dividends or interest. Within the scope of the pledgee obligation specified in Article 319 of the Polish Civil Code, the Brokerage House may, pursuant to the power of attorney granted by the pledgee, settle the received benefits against the pledger
2. In case the debtor under the Financial Instruments encumbered with pledge transfers the main benefit to the Brokerage House, representing his/her liability under the same financial instruments, the Brokerage House shall block funds at the cash account of the pledger received under this title. Funds shall be blocked until the execution of the rights of the pledger or the pledgee
3. Funds originating from satisfying the benefit by the debtor due to the pledged financial instruments may be paid out solely to the pledger and the pledgee, jointly, or at the request of one of them those should be placed into the court deposit
4. The Brokerage House shall cancel the blockade immediately after having received the documents confirming the expiry of the pledgee.

§88

1. When the pledgee is satisfied by taking over financial instruments in the mode and on conditions specified in

the provisions of the Act on pledge register, the Brokerage House at the demand of the pledgee in writing, placed in the maturity date of a receivable secured with a pledge, shall immediately transfer the pledged financial instruments from the securities account of the pledger to the indicated securities account of the pledgee, in the amount recognising the value of financial instruments taken-over, fixed pursuant to Article 23 section 1 of this Act

2. When the pledge is satisfied by activities performed according to enforcement proceedings, the Brokerage House shall undertake actions set forth in section 1, demand of the court enforcement officer proceeding with the execution from the financial instruments pledged.

§89

1. When the pledgee is satisfied by activities performed according to enforcement proceedings and it involves a sale of the financial instruments, the Brokerage House shall execute a written Order to sell the pledger's financial instruments submitted by a court enforcement officer after he/she seizes the pledged securities on the pledger's securities account, up to the value of the amount being enforced, together with enforcement costs.
2. The Brokerage House shall immediately put at the court enforcement officer's disposal funds coming from Order completion, in the manner indicated in the Order referred to in section 1.
3. Upon expiration of the pledge, the Brokerage House cannot undertake activities quoted in §88 sec. 1 and §89 sec. 1 and 2

§90

The provisions of §88 sec. 1 and §89 sec. 1 and 2 shall apply accordingly to the Brokerage House's conduct in the case of satisfying the creditor from the debtor's financial instruments within the carried out enforcement, which does not result from the established pledge

Chapter 10. Procedure and Terms for the Period of Notice and the Termination of the Agreement

§91

The Agreement shall expire as a result of:

- 1) the lapse of time for which it was concluded,
- 2) death of the Client being a natural person,
- 3) loss of the legal status (deleting from a relevant register or record) of the Client being a legal person or organisational unit without legal personality, but with legal capacity according to the Act.

§92

1. Each Party may terminate the Agreement, with a 14-day notice period, provided that the Brokerage House may do so exclusively for important reasons.
2. The important reasons shall include



- 1) outstanding payment of any fee or commission under the Table or Agreement for the term longer than 30 days and failure to pay even for providing the Client with an additional date of payment, no shorter than 7 days, by the Brokerage House,
 - 2) absence of trading for the successive 6 months at the securities account, at the absence of funds at the cash account,
 - 3) providing false data in the Client Card or false information and documents referred to in §5
 - 4) receiving a reliable information on deterioration of the Client's rating or changes in the Client's financial standing making the Client unable to fulfil his/her obligations to the Brokerage House
 - 5) holding assets by the Client at account kept by the Brokerage House, lower than the minimum value required and determined by the President by way of an Ordinance, of which Clients and potential Clients are notified in a manner and timescale enabling them to become acquainted with its contents,
 - 6) failure to observe the provisions of these Regulations or the Agreement
3. The securities and cash account shall be closed as a result of expiration or termination of the Agreement.
 4. The Agreement shall be acknowledged as terminated after 14 days from the date of receiving a notice from the Client transmitted via a registered mail or in a manner specified by the Client in the Instruction made.
 5. In case of terminating the Agreement due to outstanding fees specified in the Table, the Brokerage House shall inform the Client of the necessity to settle the arrears and shall provide a deadline for this to take place, after the passage of which the Brokerage House shall be entitled to block the Client's possibility to transfer securities to another brokerage house until the time of regulating outstanding payments.
 6. After the notice period the Brokerage House shall close the securities account and cash account of the Client and shall cease to execute the Agreement.

§93

1. The Client terminating the Agreement shall at the same time give instructions concerning financial instruments located at the securities account and funds gathered at the cash account. When the Brokerage House terminates the Agreement, the Client shall give the instructions referred to in previous sentence, before to the end of the notice period.
2. If the Client fails to give the instructions referred to in section 1, the Brokerage House after the notice period, acting on behalf of Client shall make an Order to sale financial instruments located at the Client's securities account, aiming at obtaining the best conditions for Order execution in a given market situation, and funds located at the cash account and funds from sale shall be put to the Client's disposal on an interest-free account. If

the Client specified in the Client Card the number of his/her bank account, funds upon satisfying all claims of the Brokerage House shall be transferred to the said account. In case the Client did not specify his/her bank account, funds may be paid out in the form set forth in § 76 section 3 item 5

Chapter 11. Handling Clients' Complaints

§94

1. The Client may submit complaints to the Brokerage House regarding services provided by the Brokerage House
2. The Client may submit the complaints:
 - a) in writing – personally, in the centre of the Brokerage House (Warsaw, Al. Armii Ludowej 26, postal code: 00-609), or in a branch of the Brokerage House Agent (list of branches is available at www.deutschebank.pl), or by sending it by post to the address of the Brokerage House (Warsaw, Al. Armii Ludowej 26, postal code: 00-609) or its Agent (Warsaw, Al. Armii Ludowej 26, , postal code: 00-609),
 - b) verbally - by telephone using the following numbers– +48 22 579 87 00, 0 801 18 18 18, or personally, which shall be confirmed by appropriate protocol, during a visit in the centre of the Brokerage House or in a branch of the Brokerage House Agent,
 - c) by e-mail – using e-mail address: db.securities@db.com or info.db@db.com, or using fax numbers +48 22 579 87 01; +48 22 579 87 29.
3. The Client shall verify the correctness of reports, confirmations of concluding transactions, and statements received from the Brokerage House. In case of discovering any non-conformities, the Client shall immediately inform the Brokerage House about this fact.
4. On Client's disposition the Brokerage House shall confirm receiving the complaint in the mode specified by the Client.
5. The complaint shall include in particular:
 - (i) Client's Details;
 - (ii) Date of the complaint,
 - (iii) Description of reservations or discrepancies,
 - (iv) Clearly expressed Customer claim by indicating the amount claimed, if the claim relates to financial matters.,
6. After receiving the Client's complaint, as specified in sec. 2 and hereinabove, the Brokerage House shall carry out the explanatory proceedings and shall provide the Client with the answer within 30 days from its receipt, and sending the answer within this period shall be considered as sufficient.
7. The answer to the complaint shall be provided to the Client in writing in the paper form or using other durable medium. The answer may be delivered by e-mail, if the Client agrees to this form, e.g. in the content of the complaint.



8. In particularly complex cases, which prevent timely consideration and answer to the complaint within the period referred to in sec. 6, the Brokerage House shall provide the Client with information stating:
- (i) the reason for the delay,
 - (ii) circumstances that must be established in order to consider the case,
 - (iii) the expected period of considering the complaint and providing the answer, which shall not exceed 60 days from the date of receipt of the complaint.
9. In case of rejecting the Client's complaint or claim by the Brokerage House, the Client has the right to appeal against such decision under the same mode as by reporting the complaint or claim. The response of the Brokerage House to such complaint or claim shall be final. If the Client uses the appeal mode, the provisions of the sections above shall respectively apply.
10. In addition to the appeal procedure, available to the Client as specified in sec. 9, the Client may"
- (i) request for considering the complaint by the Financial Ombudsman.
 - (ii) bring an action before a court of law, against DB Securities S.A. with its registered office in Warsaw, Al. Armii Ludowej 26, postal code: 00-609; jurisdiction to hear the case shall be with the court competent to the place of residence of the Client.
11. The Clients' complaints or claims can be reported by the Client's proxy if such activity is within its powers of attorney

Chapter 12. Commissions and Fees

§95

1. For providing services specified in this Regulation, including activities related to keeping Client's accounts and registers, the Brokerage House shall collect fees and commissions specified in the Table, unless the Agreement concluded with the Client specifies fees and commissions individually.
2. Unless the Table specified otherwise, the commission shall be calculated from the value of Order completed, i.e. product of the number of financial instruments and price for which the Order was executed. If the Client's Order was carried out as a result of a couple transactions, the commission shall be calculated from the value of transaction executed, upon maintaining principles specified above.
3. The Table shall represent an integral part of the Regulation. For Table modifications, respective provisions on the mode and dates of amendments to these Regulations shall apply.
4. Fees and commissions may be collected by the Brokerage House from the cash account kept by the Brokerage House on behalf of the Client within the date of their payment, without having to obtain a consent every time.
5. In special circumstances, the Brokerage House may

waive from collecting individual fees and/or commissions.

6. In order to secure claims regarding payment of fees and commission, resulting from provided brokerage services, including keeping a securities account and cash account, the Brokerage House shall be entitled to refuse to execute the Client's instruction regarding transfer of financial instruments and may place, until the Client settles these claims, a block on the transfer of financial instruments and/or funds to another account and a block on the paying out of the Client's funds, in the amount of the Client's liability to the Brokerage House
7. After prior notification to the Client of the necessity of paying fees within one month of the date of the obligation arising, in the event of non-payment by the Client within this period of the fees referred to in section 6, in order to satisfy the claims of the Brokerage House, the Brokerage House shall be entitled to sell the financial instruments of the Client, seeking to obtain the best conditions for the carrying out of this Order in the given market situation, to the extent that is be required to satisfy claims of the Brokerage House and in a manner that minimizes as far as possible detriment to the Client.
8. The Brokerage House shall inform immediately the Client about the sale of financial instruments specified in section 7 via a registered mail or in a manner specified by the Client in the instruction placed.

Chapter 13. Final Provisions

§96

The Brokerage House shall keep confidential all information and data obtained in relation to provided services, subject to this Regulation, in particular personal and financial details of Clients, except for situations when their disclosure results from the nature of the activity carried out, shall be required by relevant provisions of law, or that is required or necessary to protect substantiated interests of the Brokerage House. Obligation of the Brokerage House to maintain secrecy, referred to in the previous sentence, shall not relate to publicly disclosed information or information obtained by the Brokerage House from third parties.

§97

1. The Brokerage House shall perform due diligence required in relations concluded and resulting from services being the subject of this Regulations (due diligence).
2. Responsibility for failure to perform or undue performance of services shall be limited exclusively to events when this is a result of failure to maintain due diligence by the Brokerage House, as specified in legal regulations, including art. 415 and art. 471 and subsequent articles. The Brokerage House is not liable if the non-performance or undue performance of services is related to the Force Majeure, i.e. exceptional and unexpected event, for which the Brokerage House is not liable under prevailing law.

§98

1. The Brokerage House may introduce amendments to these Regulations and the Table of fees and



commissions. The amendments may particularly relate to:

- a) establishing or modifying the existing fees and commissions,
 - b) establishing new obligations or reducing the right of the Client due to new or modified legal requirements entering into force.
2. Information about the planned changes in the Regulations or the Table is passed to Clients at least 14 days prior to their implementation by ordinary letter or electronic mail address, if such manner was indicated by the Client in the Client Card and by posting information on the website www.dbsecurities.pl, subject to provisions of sections 5-7.
 3. In cases when the modifications of the Regulations or the Table does not increase or reduce the obligations of the Client, and in the situation referred to in sec. 4. the Brokerage House shall not apply the procedure described in the sec. 2 above. In such a situation the Brokerage House shall provide customers with information at least 14 days before implementing the modifications, by registered letter or in electronic form to indicated e-mail address, if such a method is specified by the Client, and by posting relevant information at the website: www.dbsecurities.pl.
 4. In addition to the basis of the changes specified in the provisions of the Agreement and the Regulations applicable to the Client, the Brokerage House is entitled to unilaterally introduce changes to provisions not negotiated individually in the Agreement, the Regulations and the Table in the following cases:
 - a) introducing or extending the functionality of the website or the introducing new technical measures in order to provide services covered by the Agreement;
 - b) extending the offer of the Brokerage House with new services or their modes (channels).
 5. The period of 14 days for submitting the statement refusing the introduction of modifications into the Regulations by the Client shall start at the date of receiving the relevant information from the Brokerage House and the information provided in the electronic form shall be deemed served when introduced into the agreed electronic communication means in a manner enabling the Client to read it.
 6. If the Client fails to provide its statement refusing the introduction of modifications into the Regulations or the Table before these modification enter into force, subject to provisions of sec. 2, the Brokerage House shall consider this as a consent to the new conditions.
 7. The Client's statement refusing the introduction of modifications into the Regulations or the Table by the Brokerage House shall mean the termination of the Agreement by the Client, with a term of notice referred to in §92 sec. 1
 8. These Regulations are the regulations referred to in article 8 section 1 item 1 of the Act of 18 July 2002 on electronic services (Dz. U. z 2002., No. 144, item 1204, as amended).

§99

The Brokerage House shall store Order forms submitted by the Client as well as Client's instructions and records, Agreements concluded with the Clients for providing brokerage services and other agreements related to services provided by the Brokerage House, documents, powers of attorney, and confirmations of concluded transactions, for the period of at least 5 years.

§100

Any disputes following from relations under the Agreement, shall be subject to settlement of the common court of law with territorial jurisdiction to be determined pursuant to the Polish Act on the Code of Civil Proceedings of 17 November 1964 (Journal of Laws of 1964, no. 43, position 296, as amended) .

§101

In matters not regulated in this Regulation, provisions of the Agreement and executive acts to the Act (including provisions of a Resolution) shall be applicable, as well as other provisions of law, in particular provisions of the Polish Civil Code and other regulations quoted in § 102.

§102

Terms used, but not explained in the Regulations shall be understood according to their interpretation indicated in the Act, Resolutions, EMIR Resolution, Warsaw Stock Exchange Rules, Rules of National Depository, WSE Detailed Exchange Trading Rules, Detailed Rules of National Depository or other relevant provisions and regulations.