

specimen for an individual holding an account with the Bank;



AGREEMENT
ON EXECUTING ORDERS TO PURCHASE OR SELL FOREIGN FINANCIAL INSTRUMENTS
AND ON MAINTAINING REGISTERS AND CASH ACCOUNTS

Hereinafter referred to as the “Agreement”, executed on the ___/_____/___ by and between

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

hereinafter referred to as '**DMBH**'

and

Ms./Mr.

date and place of birth:

country of birth

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

nationality:

address of residence

address for correspondence

type and number of ID document:

Personal identification number PESEL or the code of

the ID document issuing country: Tax Office for the

place of residence

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

telephone number

email address

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

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

The Bank and the Client are hereinafter jointly referred to as the '**Parties**'

Number of the Register for Financial Instruments.....

Cash Account No:.....

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General Provisions

§ 1

1. Pursuant to this Agreement, DMBH shall provide services for the execution of orders to purchase or sell Foreign Financial Instruments and for the maintenance of accounts and registers related to trading in Foreign Financial Instruments.
2. *The Terms and Conditions of Accepting and Transmitting and Executing by the Brokerage Department of Bank Handlowy Orders to Purchase or Sell Foreign Financial Instruments and Maintaining Registers and Cash Accounts* (hereinafter referred to as the '**Terms and Conditions**') and the Table of DMBH's Fees and Commissions (hereinafter referred to as the 'Table') shall constitute an integral part of the Agreement. The Client shall pay the fees and commissions specified in the Table or the Terms and Conditions.
3. In the event of an inconsistency between the provisions of the Agreement and the provisions of the Terms and Conditions, the provisions of the Agreement shall prevail.
4. Any amendment to the Terms and Conditions and the Table shall be made in accordance with the procedure provided for in the Terms and Conditions and shall not require amendment or termination of the Agreement.
5. Any terms that are not defined but are capitalized in this Agreement shall have the meaning ascribed to them in the Terms and Conditions.

§ 2

1. Pursuant to the rules set out in the Agreement and the Terms and Conditions, DMBH shall open and maintain:
 - 1) the Register for Financial Instruments and the Register of Rights to Financial Instruments number [][][][][][][][][],
 - 2) Cash Account number: PLN [][] 1030 1999 9000 0300 [][][][] [][][][].
2. The Cash Account shall be maintained in the Account Base Currency namely in the Polish zloty (PLN), subject to the provisions of clause 3 below.
3. Pursuant to the rules defined in the Terms and Conditions, based on Client's Instruction, DMBH shall open and maintain the Cash Account also in Account Base Currencies other than PLN, communicated to the Clients in the manner indicated in Article 58 of the Terms and Conditions.
4. On the terms set out in the Terms and Conditions, DMBH shall provide foreign exchange services in connection with the sale and purchase by the Client of Foreign Financial Instruments.
5. When placing an order or instructions in a form requiring a signature, the Client shall use the signature, the specimen of which shall be the signature affixed under the Agreement or a qualified electronic signature.

Using the Platform

§ 3

1. Pursuant to the rules set out in the Agreement and the Terms and Conditions, DMBH shall make the Platform available to the Client. The Platform shall be made available after concluding the Agreement by way of activating access.
2. On the terms and conditions set out in the Terms and Conditions, DMBH shall accept Orders and Instructions via the Platform.
3. The use of the Platform may only be possible using devices, software and Internet connections that meet the criteria communicated to the Clients in the manner indicated in the Terms and Conditions.
4. The Client shall bear costs associated with the purchase and configuration of appropriate computer equipment, mobile phone or another electronic device, as well as costs of access to the Internet.
5. The Client shall use the Platform only in accordance with its intended purpose, in accordance with the provisions of generally applicable law and the provisions of this Agreement and the Terms and Conditions.
6. The Client shall not:
 - 1) reproduce, disseminate, copy or resell any part of the Platform,
 - 2) send automated requests of any kind through the Platform, except as permitted by the Terms and Conditions, or
 - 3) interfere, damage or disrupt the functioning of the Platform.

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7. The Client warrants and represents that its ICT equipment (infrastructure) is suitable for the use of the Platform and ensures that he/she maintains them in good condition. The Client shall carry out ongoing anti-virus checks of the above-mentioned devices and shall not knowingly or negligently introduce or allow viruses or malware to be introduced into the Platform and shall take all measures to counteract.
8. The Parties agree that with respect to Transactions executed on the basis of Orders placed through the Platform, Transaction Confirmations shall be provided to the Client via the Platform.

Placing Orders Outside the Platform, Identification Password

§ 4

1. Pursuant to the rules set out in the Agreement and the Terms and Conditions, DMBH shall accept from the Clients Orders and Instructions in writing or by telephone.
2. The text of the Client's identification password for placing Orders and Instructions by telephone shall be specified in Appendix No. 1 to the Agreement. The password may be changed after concluding the Agreement in accordance with and in the manner set out in clause 4. The manner of Client identification shall be specified in the Terms and Conditions.
3. The password may be changed at any time, at the request of either Party. The change shall become effective once the text of the password has been established with DMBH in the form appropriate for placing Orders or Instructions, referred to in the Terms and Conditions.
4. The Parties shall keep the password confidential and shall not share the password with third parties.

§ 5

For the purpose of transferring funds, the Client declares that he/she has a bank account(s) owned or jointly owned by him/her, the numbers and currency of which are indicated below:

Currency	Account number	Bank
PLN		
EUR		
USD		
CHF		
GBP		

Final Provisions

§ 6

1. This Agreement has been entered into for an indefinite term.
2. Appendices to the Agreement shall constitute an integral part of the Agreement, however, their amendment shall not require termination of the Agreement, but must be in writing otherwise they shall be null and void, and shall become effective from the next business day after the day on which DMBH receives information about the change. This requirement shall not apply to the change of the password which may be changed under Article 4 clause 3 of the Agreement, an amendment to Appendices Nos. 2, 3 and 4 - in the scope of consent to receive commercial information - in these cases the Client may declare his/her intent in the form appropriate for placing orders or instructions.
3. A change in the Client's data made in connection with the provision of banking services by Bank Handlowy w Warszawie S.A. (the 'Bank'), accepted by the Bank and submitted to DMBH, shall be considered by DMBH as a change in the Client's data in DMBH for the purposes of the Agreement. The change of data shall become effective in DMBH from the next business day after receipt of the information from the Bank. A request for change of data submitted to DMBH shall be transmitted to the Bank and shall result in the change of the Client's data in the Bank.
4. The rules, procedure and terms of cancellation, termination and expiry of the Agreement shall be set out in the Terms and Conditions.

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- This Agreement shall be governed by the Polish law.
 - This Agreement is executed in two counterparts.

List of Appendices:

- Appendix No. 1:** *Power of Attorney*
- Appendix No. 2:** *Definition of Identification Password*
- Appendix No. 3:** *Indication of the Form of Providing Information*
- Appendix No. 4:** *Representations of the Client*

Client

(This signature is the specimen signature of the Client)

DMBH

(stamp and signature)

The Client's Instruction to Open and Maintain Cash Accounts in Base Currencies other than PLN			
<input type="checkbox"/> EUR	<input type="checkbox"/> USD	<input type="checkbox"/> GBP	<input type="checkbox"/> CHF

DECLARATION FOR NON-POLISH SPEAKERS

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

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

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

Signature of the Client

specimen for an individual holding an account with the Bank;

Schedule No. 1: Power of Attorney to the Agreement on Executing Orders to Purchase or Sell Foreign Financial Instruments and on Maintaining Registers and Cash Accounts.

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

.....
(date)

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

POWER OF ATTORNEY

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

1. Sell the Client's financial instruments at the choice of DMBH in the cases and on the terms specified in the Terms and Conditions and to debit the Client's cash account in order to cover DMBH claims,
2. Deduct fees and commissions due to DMBH from the Client's cash account,
3. Debit the Cash Account with amounts of the Fees for the Distributor and to provide such amounts to the Distributor,
4. Satisfy DMBH's other claims to the Client resulting from the Agreement or the Terms and Conditions, using the Cash Account,
5. Satisfy DMBH's claims to the Client using the Client's accounts in DMBH other than the Cash Account and the Client's other assets registered, held or deposited in the Client's other accounts or registers in DMBH.
6. Place, accept and transmit, modify and revoke on behalf of the Client subscriptions for financial instruments in a public offering, invitation for bids to sell or in other events of a similar nature, subscriptions and/or orders in response to a tender offer for the sale or exchange of shares and other declarations of intent related to the placement of a subscription order or its cancellation - on the basis of the Client's order or instruction.



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

For reasons resulting from the content of the legal relationship between the Client and DMBH, this Power of Attorney to the extent specified in items 1) - 6) shall remain in force until DMBH's claims related to the Agreement are satisfied, including in the event of the Client's death or the expiry or termination of the Agreement. The Power of Attorney expires upon satisfaction of DMBH's claims.

Client

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Schedule No. 2: *to the Agreement on Executing Orders to Purchase or Sell Foreign Financial Instruments and on Maintaining Registers and Cash Accounts..*

DEFINITION OF IDENTIFICATION PASSWORD

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

.....
(date)

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

Password for placing orders and instructions in the manner specified in Article 4 clause 3 of the Agreement:

(at least 3 characters and no more than 10 characters; only printed letters and numbers)

Password for opening attachments with correspondence sent by DMBH electronically

Account name for login (login name)

Envelope number with the start password

Client

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Schedule No. 3: *to the Agreement on Executing Orders to Purchase or Sell Foreign Financial Instruments and on Maintaining Registers and Cash Accounts..*

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

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

.....
(date)

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

In connection with the performance of the Agreement and for the needs of providing brokerage services by DMBH, I hereby kindly request that the information be provided to me in the following manner:

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

In connection with the above: *[please, choose the answer]*

- a) DMBH informs you that the information will be transmitted via email to the Primary Electronic Mail address indicated by the Investor, and if the size of the file makes it impossible to provide information via email, DMBH provides the information in another electronic format that is a durable medium in the form of: a CD, DVD, pendrive or other durable media with equivalent functionality.
- b) please, send the information indicated above in writing to my last address for correspondence known to DMBH

2. **Information of a general nature, including KID Documents***[please, choose the answer]:*

- a) via DMBH's website - <https://www.citibank.pl/biuro-maklerskie> and on the Platform,
- b) I do not agree to the transmission of information of a general nature via the website. In this case, the information is available in writing by posting it in the DMBH PUM and, at the request of the Client, by phone or other data transmission devices, and in the case of a KID Document in the manner referred to in item 1.

3. In the case of selecting the option a) in items 1 - 2 above - at the same time I declare that having a choice between paper and electronic form (including the presentation of information via the website in accordance with item 2 a) I choose the electronic form and I have a regular access to the Internet.

Client

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Schedule No. 4: *to the Agreement on Executing Orders to Purchase or Sell Foreign Financial Instruments and on Maintaining Registers and Cash Accounts..*

.....
(Investor's first name and last name) (date)
.....
(account number for financial instruments)

REPRESENTATIONS OF THE CLIENT

in connection with *the conclusion of the Agreement on Executing Orders to Purchase or Sell Foreign Financial Instruments and on Maintaining Registers and Cash Accounts.*

I. Representations regarding the receipt and acknowledgement of documents before concluding the Agreement

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

- 1) The Terms and Conditions, the Table of DMBH Fees and Commissions and the Information on Client Classification,
- 2) The Detailed Information on DMBH and brokerage services provided under the Agreement on Accepting, Transmitting and Executing Orders to Purchase or Sell Financial Instruments and on Maintaining Accounts or Registers for Financial Instruments and Cash Accounts,
- 3) The Policy of best order execution and acting in the best interest of the Client of the Brokerage Department of Bank Handlowy,
- 4) The information on Ex-ante charges,
- 5) The general information on counteracting conflicts of interest in DMBH,
- 6) The information on personal data processing by DMBH,

and I understand and accept their contents.

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

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

II. Representations regarding the general financial situation and investment decisions

I declare herein that:

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

III. Declaration regarding the acceptance of DMBH's use of third party services

I declare that I have been informed and accept the fact that DMBH, while providing services under

this Agreement and the Terms and Conditions, cooperates with and uses the services of a foreign investment firm/bank based in the European Union on the basis of appropriate agreements concluded between DMBH and this entity regarding: 1) availability and maintenance of the Platform, 2) execution of orders to purchase and sell Foreign Financial Instruments, 3) settlement and clearing of Transactions, 4) registration and keeping of Foreign Financial Instruments, and 5) foreign exchange

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IV. Use of law other than the Polish law

Due to the fact that Foreign Financial Instruments are subject to the laws of a country other than the Polish law with respect to the issuance of financial instruments, the rules for establishing and exercising corporate rights attached to these financial instruments, as well as the rules and manner of their listing on a foreign market and the rules and manner of keeping them, I acknowledge that the Foreign Market Regulations may:

- 1) impose disclosure obligations on DMBH, the Foreign Broker or the Depository regarding the registered or kept Foreign Financial Instruments, or
- 2) introduce restrictions or obligations related to Foreign Financial Instruments other than those applicable on the Polish market.

V. Client's declarations regarding foreign exchange

I declare that I will not use the funds subject to Foreign Exchange for any purpose other than for the purchase or sale of Foreign Financial Instruments under the Agreement and the Terms and Conditions.

VI. Declaration regarding legal capacity and data correctness

I declare herein that

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

VII. Consent to data transfer

I hereby give my consent to the transfer by DMBH of my data indicated during the conclusion and performance of the Agreement, constituting professional secrecy, to Saxo Bank A/S based in Hellerup, Denmark, address: Philip Heymans Allé 15, DK-2900 Hellerup, Denmark ('Saxo Bank') - Foreign Broker and entities from the Citi capital group and entities providing services in the area of information technology or in the field of maintaining business continuity of the Bank's IT systems, to the extent necessary for the proper performance of the Agreement ('Entities'). Entities are authorized to receive my data; a list of Entities is available on DMBH's website (<https://www.citibank.pl/biuro-maklerskie>).

VIII. Client's consent to transfer data in connection with the conclusion of the Subscription Agreement

In the event of concluding a Subscription Agreement with Saxo Bank as a Distributor, on the terms set out in the Terms and Conditions, **I agree/do not agree*** to the transfer of my data to the Distributor in order to verify my identity and the compliance of the personal data provided to the Distributor with the data held by DMBH.

IX. Client's consent to receive commercial information

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

X. Transfer of information within the Bank

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

Client

*delete as appropriate