Interactive Brokers Central Europe Zrt.

(1075 Budapest, Madách Imre út 13-14.)

BUSINESS RULES and GENERAL TERMS AND CONDITIONS

Effective from – 27 July 2023

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Interactive Brokers Central Europe Zártkörűen Működő Részvénytársaság (registered office: 1075 Budapest, Madách Imre út 13-14., company registration number: 01-10-141029, registering court: Company Registry of the Metropolitan General Court, hereinafter the "**Company**") is authorised to provide investment service activities and also to undertake services that are ancillary to investment service activities, based on the licence issued to it by the National Bank of Hungary (Magyar Nemzeti Bank, hereinafter the Supervisory Authority) under number: H-EN-III-623/2020, on: December 12, 2020.

These Business Rules and General Terms and Conditions (hereinafter the Business Rules) include the terms and conditions governing the provision of investment services and ancillary services by and licensed for the Company as stipulated in the Act CXXXVIII of 2007 on Investment Firms and Commodity Dealers and on the Regulations Governing their Activities (hereinafter the Investment Act), having regard to Commission Delegated Regulation (EU) 2017/565 concerning the organisational requirements and operating conditions of investment firms and also to Government Decree 22/2008 (II.7.) on the mandatory content elements of the Business Rules of economic ventures providing investment services, services that are ancillary to investment services and commodity exchange services. The Business Rules shall be valid for an unlimited period from the effective date until their amendment or withdrawal.

These Business Rules shall apply to the Company, the Company's employees, other persons carrying out tasks for the Company under other contractual relationship, temporarily used intermediaries and the Company's Clients, the persons authorised by the Client to dispose of the Client's securities account and the related client account, including future contracting parties with respect to certain provisions.

Parties shall collectively mean the Client and the Company.

1. General Provisions on the Company and the Business Rules

1.1. Data

1.1.1. The data of the Company:

Name: Interactive Brokers Central Europe Zrt.

Registered office: 1075 Budapest, Madách Imre út 13-14.

Company registration number: 01-10-141029

Phone number: +36 (80) 088 400

Website: https://www.interactivebrokers.hu/

E-mail address: ibce@interactivebrokers.com

1.1.2. Data of the parent company

Name: IBG LLC

Registered office: One Pickwick Plaza, Greenwich, CT 06830 USA

Company registration number: 0538978 (by the Connecticut Secretary of State) Group

website: https://www.interactivebrokers.com/

1.2. The supervisory authority of the Company

Magyar Nemzeti Bank (National Bank of Hungary) (registered office: 1013 Budapest, Krisztina körút 55., Phone number: +36 (1) 428 2600

Customer Service: 1122 Budapest, Krisztina krt. 6.

Phone number for customers: +36 (80) 203 776

E-mail address: info@mnb.hu

Mailing address: Magyar Nemzeti Bank (National Bank of Hungary), 1850 Budapest

Website: http://www.mnb.hu

1.3. The investment services and ancillary services the Company may undertake

The Company does not provide any investment, tax or trading advise services nor does it perform any investment and/or financial analyses. The service provided by the Company is the provision of the aforementioned services (including primarily execution services), and it only acts at the instructions of its Clients and does not offer any advice with regard to any transaction whatsoever. Accordingly, the Company's employees are not authorised to offer Clients any personal advice or recommendation, however, at the same time, they have an obligation to provide product information, including the terms and conditions of performance. In performing such obligation to provide information, Clients shall be liable for assessing such information.

Clients acknowledge that the risk of transactions to be executed on the capital market based on their order cannot be excluded, it can only be mitigated. In addition to information outlined in Client Agreements, the Company uses their own website to inform Clients about possible risks arising in connection with the execution of specific transactions.

By concluding the Client Agreement, Clients acknowledge that the Company met its obligation to provide information on risks.

No information available on the Company's website or electronic trading platforms may and shall be deemed as an initiative, proposal or recommendation on the part of the Company to induce anybody to take part in or refrain from completing a transaction.

Client will not seek, accept or rely on any advice (or any communication that could be construed as such) from the Company or its representatives.

1.3.1. Investment services:

a) the receipt and transmission of orders pursuant to Section 5(1)a) of the Investment Act,

b) the execution of the order on behalf of the client pursuant to Section 5(1)b) of the Investment Act,

c) own account trading pursuant to Section 5(1)c) of the Investment Act, The Company does not engage in regular internalisation activity.

The Company does not grant direct electronic access (direct market access or sponsored access) to any trading platform of any trading venue.

1.3.2. Ancillary services:

a) the safekeeping and administration of financial instruments and the keeping of the related client account, pursuant to Section 5 (2) a) of the Investment Act,

b) safe custody management and the keeping of the related securities account, including the administration of printed securities and the keeping of client accounts, pursuant to Section 5 (2) b) of the Investment Act, with the proviso that the Company does not manage and safekeep printed securities,

c) the granting of investment loan pursuant to Section 5 (2) c) of the Investment Act,

d) trading in currencies and foreign exchange relating to the investment service activity pursuant to Section 5 (2) e) of the Investment Act,

e) investment research and financial analysis, pursuant to Section 5 (2) f) of the Investment Act, with the proviso that the Company does not prepare investment research and financial analysis itself, but make available third party research and analysis only,

f) investment services or ancillary services relating to a financial instrument serving as a basis for derivative transactions outlined in paragraphs e)-g), j) and k) of Section 6 of the Investment Act, pursuant to Section 5(2)h) of the Investment Act.

1.3.3. The Company may also engage in the following, non-licence based activities in a businesslike manner:

a) the sale of data and information concerning financial instruments,

b) security borrowing.

1.4. Financial Instruments

The Company undertakes the above-mentioned activities with respect to the financial instruments below:

a) transferable securities,

b) money-market instruments,

c) units in collective investment undertakings,

d) options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, emission allowances or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash,

e) options, futures, swaps, forwards 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 other than by reason of default or other termination event,

f) options, futures, swaps, forwards and any other derivative contracts relating to commodities which may be settled physically or in cash, provided they are traded on a regulated market, in a multilateral trading system or organised trading system, with the exception of wholesale energy products traded in an organised trading system that pursuant to Article 5 of Commission Delegated Regulation (EU) 2017/565 must be settled in kind (i.e. must be actually delivered),

g) options, futures and forwards, swaps and any other derivative transaction relating to commodities, which have the characteristics of other derivative financial instruments and are not covered by

paragraph f), including any other derivative transaction that can be executed by physical and, pursuant to provisions in Commission Delegated Regulation (EU) 2017/565, is not intended for commercial purposes,

h) derivative transaction designed to transfer credit risk,

i) financial contracts for difference,

j) other derivative transactions relating to instruments, rights, liabilities, indices or measures that were not mentioned in the previous paragraphs, which have the characteristics of other derivative financial instruments, including that they are traded on any regulated market or in a multilateral trading system, plus the derivate transaction specified in Article 8 of Commission Delegated Regulation (EU) 2017/565.

The Company provides actual services outlined above with respect to assets to which the Client was granted access. The Company regularly monitors such access.

1.5. Cross-border services

The Company is entitled to provide services as cross-border services under these Business Rules in other member states of the European Economic Area, provided that the Supervisory Authority was given the notification required under the law with regard to such states and other legislative requirements were also met. Unless the Parties agree and stipulate otherwise, the provisions of these Business Rules shall also apply to cross-border services.

1.6. The scope of the Business Rules

1.6.1. These Business Rules shall apply to framework contracts concluded by and between the Company and Clients in relation to activities set out in these Business Rules („Client Agreement"), other contracts, including orders (individually: "Order", collectively: "Orders") placed by Clients.

1.6.2. As for personal scope, these Business Rules shall apply to and bind Clients having a contractual relationship with the Company, including prospective contracting parties if certain provisions are met, and the Company itself.

1.6.3. For the purpose of this policy, Clients include natural and legal persons and entity without legal personality that use the investment services and ancillary services provided by the Company. In the case of legally incapacitated persons, their legal representative shall act. Legal notices issued by persons with limited legal capacity shall only be valid if their legal representative consents to the closing of the legal act.

1.6.4. Legal representatives shall be identified under the same rules as the ones applicable to the identification of Clients. The representation right of the legal representative shall include and cover the placing of Orders via IB Platform, the closing of contracts and the making of statements.

1.6.5. The Company shall open an account for a person without full legal capacity only on the basis of the written consent of the authorised representative(s), and Orders placed and issued with respect to the account shall only executed on the basis of the written consent of such representative(s). In the case of transactions on the account of a minor exceeding the value stipulated by law from time to time, the approval of the guardianship authority shall be required for the validity of the legal notice issued by the legal representative. The Company shall be entitled to verify the existence of such approval.

1.6.6. These Business Rules define the terms and conditions governing the legal relationship between the Client and the Company in general and, unless provided otherwise, the Company shall not distinguish between individual client categories (retail client, professional client, eligible counterparty) in terms of

the services provided and the rating of Clients to which these services are provided. Any particular characteristics arising from the Clients' rating, provided such is required by law, shall be included in

the Client Agreement or an individual agreement between the parties.

1.6.7. Regarding services provided, the Company shall not be under the obligation of contracting as regards the Client or a future Client; accordingly, the Company shall not be obliged to enter into a contractual relationship at the initiative of a Client or a future Client, to receive, accept Orders or to complete individual transactions.

1.6.8. The Company shall provide Clients with the services listed in these Business Rules as available services. The Company is entitled to group their services into packages at their own discretion and provide services included in the specific packages to Clients based on client categories and the individual rating of the specific Client.

1.6.9. Regarding matters not regulated in these Business Rules, the Client Agreement and further Contracts including, but not limited to, detailed rules concerning costs, margin requirements, settlement, execution procedures and taxation, the Company may, at their own discretion, issue and publish one or more notices, announcements, specifications or additional information (collectively: "**Notice**") on their website and electronic trading platforms. The Company is free to define the scope of such Notices. The validity, publication and amendment of Notices shall be governed, mutatis mutandis, by the relevant provisions of these Business Rules.

1.6.10. Laws, authority or supervisory regulations and/or restrictive measures applicable to the Company, the execution venues or persons participating in the transmission, execution and settlement of transactions shall also apply to services provided under these Business Rules without any separate clause or reference.

1.7. The mandatory nature of the Business Rules

The content of transactions between the Company and their Clients (individually: the "Party", collectively: the "Parties") shall be stipulated in the Business Rules and the individual contracts. Issues not regulated in individual contracts shall be governed by the provisions of these Business Rules without a need for any clause to such effect. The provisions of these Business Rules are mandatory, however, based on mutual agreement and/or with a concurrent declaration Parties may deviate from them in individual contracts, to the extent permitted by law. Deviations shall be governed by the agreement between the Parties, on the condition that matters not affected by the deviation shall be governed by the provisions of these Business Rules. Matters not regulated in these Business Rules and the individual contracts shall be governed by the provisions of the law relating to contracts, including in particular Act V of 2013 on the Civil Code (Civil Code), Act CXX of 2001 on the Capital Market (Capital Market Act), the Investment Act, by legislative provisions referenced in these laws (in particular Government Decree 284/2001 (XII.26.)) and EU legislative provisions to be directly applied in relation to the undertaking of investment service activities and the provision of services that are ancillary to such investment service activities (including in particular Commission Delegated Regulation (EU) 2017/565)), together with the policies of the trading venue in question, or those of the other execution venues of the Orders, the other central securities depositories, clearing houses and central counterparties affected by the Orders, even if the specific provisions of the Business Rules do not directly refer to such rules.

1.8. Publicity of the Business Rules

These Business Rules are public, the Company shall make them available in electronic format to all Clients and to anybody in general on their website. The Company shall ensure that the Business Rules are current at any point in time and are continuously accessible to Clients.

Upon the request of Clients qualifying as consumers, the Company must make the terms and conditions available to them in a hard copy at any time during the term of the Client Agreement.

1.9. Amendment of the Business Rules

1.9.1. The Company explicitly reserves and the Client acknowledges the right of the Company to unilaterally amend the provisions of the Business Rules (including any annexes hereto) at any time in the event of the introduction of new or extended services (including the introduction or making available of a new financial instrument, transaction type or product group).

1.9.2. The Company may unilaterally amend the Business Rules (including any annexes hereto) in a manner that is not detrimental to the Client.

1.9.3. Furthermore, the Company may unilaterally amend the Business Rules (including any annexes hereto) even in a manner that is detrimental to the Client if one or two of the following group of reasons exists, either individually or jointly:

a) changes in the legal and regulatory environment, including in particular:

Hungarian or international laws, authority regulations, requirements, expectations, recommendations, guidelines relating to or affecting the business, operational conditions of the Company or other regulations by which the Company is bound, change, are implemented, enter into force, become effective, are repealed, and changes occur in their interpretation by the authorities and courts, together with changes in the tax liabilities of the Company,

b) changes in money and capital market conditions and the macro-economic environment, including in particular:

changes in money and capital market interest rates, refinancing and reference interest rates, yields (including in particular Hungarian and foreign central bank base rates, central bank repo and deposit interest rates, Hungarian and international inter-bank credit and deposit interest rates, government bond market reference yields, together with markups, spreads and surcharges charged by market players in relation to the previous items), changes in attracting funds on the money and capital markets, the costs of the Company to attract funds and purchasing/procurement, the costs of hedge transactions, the consumer price index, the production price index, currency and FX exchange rates, market yield curves relative to each other and, finally, changes in the rates of international credit rating institutions as published and updated from time to time, and also in country risk indicators,

c) changes in the conditions of the Company concerning operation and the pursuit of activities, including in particular:

a. changes in the procedures, operational processes, course of business, business policy of the Company, and the general operational, operating, liquidity and organisational maintenance costs or product, process and IT development costs of the Company, or

b. changes in costs, fees, commissions, interest and yields charged in relation to services provided by the Company or incurred by the Company that are either due to, charged by and passed on, shifted by third parties, or

c. changes in the contractual terms and conditions and/or other conditions of the organisation or person (including in particular any regulated market, multilateral trading system, or other trading venue, central securities depository, clearing house, central counterparty, trade repository, regular internalisation party, market operator, data supplier, (sub)depositary, fund manager,

issuer, (sub) dealer, other financial institution or investment business) participating in meeting, executing or settling the conditions of services offered to the Client, or

d. changes in the status or the circumstances of using the person or organisation pursuing a participatory, intermediary or outsourced activity in connection with the service offered to the Client or that are used in view of such services, or

e. changes in the risks related to the service, financial instrument, transaction, product and/or the Client, including changes in the ability and readiness of the Client to pay or in the value and enforceability of collateral and securities provided by the Client, or

f. the restriction, merger, cessation, suspension, withdrawal, termination or unavailability of certain services, financial instruments, transaction types and products provided by the Company.

1.9.4. The Company shall notify the Clients of any amendments made to the Business Rules, the entry into force of such modifications prior to their effective date by publishing them on the Company's website and also through a popup window appearing after Clients log in to the electronic platform made available to them. The new provisions introduced by means of a unilateral amendment of the contract shall apply from the day of their publication or, regarding contracts already concluded, from the effective date defined by the Company. If the Client fails to make a written comment or objection within 15 (fifteen) days following the publication of an amendment that is detrimental to them or within 5 (five) days following the publication of an amendment that is not detrimental to them or continues using the Company's services even after such publication, the amendment of the Business Rules or any annexes thereto shall be deemed accepted by the Client. In the case of an objection, if the right of termination under the Business Rules is not exercised by the Client before the effective date of such amendments, the contemplated amendments shall enter into force also with respect to the Client.

1.9.5. If, however, it is the intention of the Client not to maintain the contractual relationship with the Company under the amended contents of the Business Rules, they may exercise their right of termination under these Business Rules, and initiate, at their discretion, the termination of the relevant contract with mutual agreement pursuant to these Business Rules.

1.9.6. Prior to the effective date, the Company may withdraw any amendment affecting the Business Rules and/or any annex hereto that was already published but has not yet taken effect by either publishing a related Notice or publication on the Company's website, in which case the withdrawn amendment to the Business Rules shall either not take effect or it shall take effect at a later date specified by the Company.

1.9.7. The Client is obliged to monitor amendments introduced to the Business Rules and also to become aware of the provisions of the Business Rules. Any damage arising from the failure to meet this obligation shall be the sole responsibility of the Client.

1.10. Dispute resolution

1.10.1. The Parties agree to attempt resolving disputes arising between them primarily in an amicable manner. The facts serving as the basis of the dispute, the legal notices of the affected parties and the results of negotiation shall be recorded by the Company accordingly (the method of such recording as determined by the Company in its absolute discretion). The detailed rules of dispute resolution shall be outlined in the Complaint Management Policy of the Company.

1.10.2. Clients may report their complaints or objections, if any, regarding the services provided by the Company in the manner specified in the Complaint Management Policy.

- *Legal remedies available to clients:* natural person Clients acting for purposes beyond their independent profession and business activity, and therefore are regarded as consumers, may seek remedy in accordance with the Complaint Management Policy, an annex to these Business Rules, in the following manner: in case of a breach of the consumer protection provisions in the Act CXXXIX of 2013 on the National Bank of Hungary, they may file for action with the Financial Consumer Protection Centre of the National Bank of Hungary, while in the case of disputes concerning the conclusion, validity, legal consequences and termination of the contract, including also the breach of contract and the legal consequences thereof, they may file for action with the Financial Conciliation Board operated by the National Bank of Hungary or the ordinary courts under the Code of Civil Procedure,

- in case of Clients not qualifying as consumers, the Parties shall submit themselves to the exclusive jurisdiction and competence of the Arbitration Court attached to the Chamber of Commerce. The Arbitration Court attached to the Chamber of Commerce shall act according to their own rules of procedure with the condition that, unless stipulated otherwise, the language of the procedure shall be conducted in English. This paragraph, as an arbitration clause, shall be incorporated into any and all contracts concluded by and between the Client and the Company.

1.11. Governing law

All legal relationships established between the Company and the Clients under these Business Rules shall be governed by Hungarian law. The Company may include the fact that information was provided about governing law in individual contracts. Subject to the issuer of the relevant financial instrument, the venue of execution or the person of the partner used, the laws of other countries may also be applicable to individual Orders.

1.12. Provisions on intermediaries

1.12.1. In order to facilitate their services, the Company does not wish to use intermediaries.

1.12.2. The Financial Advisor or Introducing Broker appointed by the Client does not qualify as an intermediary or dependent agent of the Company.

2. Client Identification and Rating

Prior to the provision of services, the Company shall perform Client due diligence in full compliance with the laws in effect from time to time.

Client due diligence shall be performed by the Company in compliance with the laws in effect on the prevention of money laundering, in particular the provisions of Act LIII of 2017 on Preventing and Combating Money Laundering and Terrorist Financing (hereinafter the Anti-Money Laundering Act).

In the cases outlined below, the Company shall perform the following with respect to Clients (including their proxy, the party authorised to dispose over the account and the person acting as representative on behalf of the Client): identification, risk-based rating, the verification of identity, obtaining information on the purpose and nature of and monitor the transaction order (client due diligence).

2.1. Mandatory client due diligence

a) At the time of establishing the business relationship.

b) If data, facts or circumstances implying or suggesting money laundering or the financing of terrorism arise, provided that the client due diligence set out in paragraph a) has not yet taken place.

c) In addition to the cases outlined above, the Company shall also complete client due diligence in the event of any doubt as to the authenticity or appropriateness of client identification data. This shall include the case where the data of the client (e.g. name, domicile, registered office, etc.) or the ownership structure of a non-natural person client changes. In the event of a change in the management or representatives of a non-natural person client, it shall be verified whether or not the data recorded during the client due diligence or the circumstances serving as a basis of the beneficial owner declaration remained the same.

The client due diligence needs to be repeated if a change was recorded in client identification data and if the risk sensitivity approach requires so.

In the event of cases set out in Section 15 of the Anti-Money Laundering Act, the Company shall record the data specified in Section 7(2) and, in order to verify personal identity, it may also request that the documents stipulated in Section 7(3) are presented.

There is no need to repeat the client due diligence if:

a) the Company has already completed such client due diligence in connection with another business relationship or transaction order in relation to the Client, their proxy, the party authorised to dispose over the account and the person acting as representative on behalf of the Client, and

b) in the context of this business relationship or transaction order, the personal identity of the Client, their proxy, the party authorised to dispose over the account and the person acting as representative on behalf of the Client was already verified, and

c) no changes have been made to the data required to be provided under the Business Rules and the Money Laundering Policy.

Possible methods of client due diligence at the Company

The Company may conduct client due diligence in any of the following manners:

a) By sending the necessary documents and making the required statements, without appearing in person, through the electronic client identification portal of the Company.

b) By sending the necessary documents, without appearing in person. In this case, the Client must send the their documents and declarations to the Company in a certified copy format. Certified copies of documents may be obtained from notaries public, the Hungarian foreign delegation authority or the authority authorised to issue certified copies at the place of issue of the document. In case of foreign documents, provided that no bilateral treaty on the acceptance of documents is in place between Hungary and the state where the document was issued, the Hungarian foreign delegation authority shall testify, by issuing an apostille, that the authority that issued the certified copy of the document is authorised to do so. For signatory countries of the Hague Convention Abolishing the Requirement of Legalisation for Foreign Public Documents (signed on 5 October 1961), legalisation may take place by obtaining a so called apostille. The Company shall only accept documents drafted in Hungarian and English and requires a certified translation for documents in any other language to be accepted.

c) Via a certified payment account. According to the sub-case of case b), client due diligence may also be conducted with Client documents and declaration via fax or electronically without certification, if the Client's payment account (bank account) is also certified simultaneously. In such a case the Company shall contact the institution managing the payment account and request confirmation with respect to the data of the Client. In such a case the Client will be able to use their client account opened with the Company only in a limited manner. As long they are not identified using another client-identification method, they may only transfer or withdraw funds to and from their bank account covered by this clause. If the payment account managing institution specified by the Client is a

foreign service provider and does not confirm the Client data within the due date, the Company shall grant a 15-day period for the Client to have them vetted with another method. Should the due date be frustrated, the Company shall suspend the business relationship and, furthermore, refuse to disburse any funds to the payment account specified by the Client until client due diligence has taken place or the account manager service provider has confirmed the Client data.

d) Accepting the results of client due diligence from another service provider. The Company may accept the results of client due diligence from certain partner institutions.

e) The Company is entitled to perform the Client's due diligence process with secure and protected, pre-audited electronic communications device operated by the Company, based on the AntiMoney Laundering Act and Decree No. 26/2020 (VIII.25.) of the Central Bank of Hungary. The Company applies the due diligence via direct (video due diligence) and indirect ways of electronic means of communication.

The Company applies video due diligence (direct way of electronic means of communication) on a risk-based approach or if the Client's total equity reaches or exceeds the 10 million HUF threshold (~24.000 USD), the Client is invited to perform the video due diligence within a specified 2 week period. If the Client fails to have a successful and approved video due diligence call within the specified 2 week period, the Company may place restrictions on the account, including but not limited to restricting the opening of new positions. The restriction does not affect closing remaining open positions.

The Company applies due diligence via indirect way of electronic means of communication on a risk-based approach, if the due diligence as per point a) cannot be applied.

2.2. Unsuccessful client due diligence

In the event that the Company is unable to perform the client due diligence required by law and the Company's internal policies, it shall refuse to establish a business relationship and to execute transaction orders or terminate the business relationship with the client.

2.3. Identifying and verifying the identity of natural persons, postal (mailing) address

2.3.1. For the purposes of verifying the identity of a natural person, the Company shall request that the following documents are presented:

a) the official document (ID card, passport and card format driving licence) of the Hungarian citizen suitable for the verification of identity and the official address card,

b) in the case of foreign citizen natural persons, their travel document or ID card, provided that

c) such documents authorise the relevant person to stay in Hungary, the document certifying the right of residence or the document authorising residence, the official card certifying Hungarian domicile provided that the domicile or the residence is in Hungary.

2.3.2. As part of the identification, the Company shall record the following data of the natural person: a)

surname and forename

b) surname and forename at birth),

c) citizenship

d) place and date of birth

e) mother’s name at birth

f) domicile or, if there is none, residence

g) the type and number of their identification document

The Company shall record and register data in paragraphs a) to g) pursuant to its statutory obligation. If the Client is a politically exposed person or a close relative or a closely related person thereof, in addition to the above data, the source of the funds shall also be recorded under the law.

2.4. Identifying a legal persons or an entity without legal personality and verifying the identity of the person submitting proof of their identity

In case of legal persons or an entity without legal personality, the Company shall, in addition to the document of the person authorised to act for and on behalf of such entity and also the specimen signature (or the foreign equivalent of the same) certifying in a credible manner the power of such person to sign for such entity referred to Section 2.3, request a document (of less than 30 days old), that

a) the company incorporated in Hungary was registered by the Court of Registration, or that the company has submitted their application to this effect; in the case of a sole proprietor the fact that their sole proprietor’s licence was issued or that the certificate of registration was issued,

b) in case of legal entities that are established under Hungarian law, but are not covered by paragraph a), the legal entity has been registered, provided that such registration by either an authority or a court is necessary for such establishment,

c) in case of foreign legal entities or other entity without legal personality, such entity has been registered under the laws of their own country.

d) in case of legal entities or other entity without legal personality that have not yet submitted their application for registration, the establishment of such entity is proven with the instrument of incorporation.

Prior to the submission of their application seeking registration to the Court of Registration, authority or court, the Company shall request the legal entity or the entity without legal personality to submit their articles of association (articles of foundation, statutes). In such a case, the legal entity or other entity without legal personality shall submit a document within 30 days following registration by the Court of Registration, authority or court proving that company registration or registration took place; then the Company shall record the company registration number or other registration number.

During the course of due diligence, the Company shall record the following data of a legal entity or another entity without legal personality:

a) name, short name,

b) the address of their registered office and/or (in the case of a business with a foreign registered office) the address of the Hungarian branch,

c) core activity,

d) the name and position of the people who hold a representation right,

e) the full name and address (or, there is none, the place residence) of the agent for service of process, if there is any,

f) in case of legal entities included in the company register: their company registration number or in the case of other legal entities: the number of the resolution or registration about their establishment (registration, recording),

g) tax number.

2.5. Beneficial owner declaration

2.5.1. For cases set out in Clause 2.1 of this chapter on client due diligence, the natural person Client shall deliver a written declaration, provided they act for and on behalf of the beneficial owner. Regarding

the beneficial owner, the Company shall request that the following data are provided:

a) surname and forename,

b) surname and forename at birth,

c) domicile or, there is none, the place of residence,

d) citizenship,

e) place and date of birth.

2.5.2. For client due diligence, the legal representative of the legal person or entity without legal personality shall, based an accurate and timely records kept by the client, make a written declaration about all beneficial owners of the legal entity or entity without legal personality. Regarding each beneficial owner, the Company shall request that the following data are provided:

a) surname and forename,

b) surname and forename at birth,

c) citizenship,

d) place and date of birth,

e) domicile or, there is none, the place of residence,

f) the nature and extent of ownership interest.

The Anti-Money Laundering Act applies a 25 percent threshold for beneficial ownership, however on a risk-based approach, the Company is entitled to identify owners of the legal person or entity without legal personality with 10 percent ownership interest as beneficial owner.

2.5.3. In case of doubt as to the identity of the beneficial owner, the Company shall take all further measures specified by the National Bank of Hungary until it can satisfy itself as to the person of the beneficial owner. Such measures include that the Company may request the Client to give all the information specified in 2.5.1 and 2.5.2 for all of its owners irrespective of the proportion of their ownership or voting rights or any other interests.

2.5.4. The Company shall verify the data concerning the personal identity of the beneficial owner based on the document presented, a publicly accessible register or based on a register from the controller of which the Company may request data under the law.

2.5.5. For cases set out in Section 2.1 of this client due diligence chapter, the legal representative of the legal person or entity without legal personality shall, based an accurate and timely records kept by the client, make a written declaration about all beneficial owners of the legal entity or entity without legal personality. Regarding the beneficial owner, the Company shall request that the following data are provided:

a) surname and forename

b) surname and forename at birth

c) citizenship

d) place and date of birth

e) domicile or, there is none, the place of residence,

f) the nature and size of ownership interest.

g) If the beneficial owner is principal officer within the meaning of Section 3(38)f) of the Anti-Money Laundering Act, the Company shall also identify the principal officer and conduct verification its identity. The service provider shall record the client due diligence, including also the information if no such due diligence could not be performed.

2.5.6. In addition to the data listed above, the Company is bound by law to request the Client to make a declaration to the effect whether the beneficial owner should be regarded as a politically exposed person. If the beneficial owner is a politically exposed person, the declaration shall also state that it qualifies as a politically exposed person under Section 4(2) of the Anti-Money Laundering Act.

2.5.7. The Company may verify the data concerning the personal identity of the beneficial owner based on the identification document presented, a publicly accessible register or based on a register from the controller of which the Company may request data under the law.

2.6. Determining Politically Exposed Person status for Clients and Beneficial Owners

2.6.1. For natural person clients and beneficial owners of legal person clients or entity clients without legal personality the Company determines whether or not, under the law of their own country, they should be considered as a politically exposed person, a close relative of a politically exposed person or a person closely related to a politically exposed person under Section 4 (2) of the Anti-Money Laundering Act.

2.6.2. If the natural person client or the beneficial owner qualifies as a politically exposed person, he/she needs to declare the information concerning the source of the funds and source of wealth in a separate declaration.

2.6.3. In the case of a politically exposed person, the business relationship can only be established after an approval was granted by a senior manager specified in the Company's internal policy for substitution.

2.7. Declarations under the Foreign Account Tax Compliance Act (FATCA) and Act XXXVII of 2013 on the implementation of the CRS regulation

2.7.1. Pursuant to Act XIX of 2014 on the Promulgation of the Agreement between the Government of Hungary and the Government of the United States of America to Improve International Tax Compliance and to Implement **FATCA** (Foreign Account Tax Compliance Act), and on the Amendment of Certain Related Acts, banks, insurance companies, investment businesses and other financial services providers shall report to the Internal Revenue Service (IRS) of the United States of

America the data and contracts of their US resident clients, based on the FATCA agreement. FACTA shall apply to US citizens, US companies and entities that have US clients or assets generating income that is to be regarded as having US origin. The US IRS shall be liable for the actual assessment and collection of taxes.

2.7.2. In order to comply with legal requirements, the Company shall carry out client identification in respect of client accounts the owners of which, based on the Company's records, hold a US citizenship or have a US domicile/registered office. In order to meet their client identification obligation, the Company shall request their clients to declare if they should be considered as an US taxable person.

2.7.3. The Company shall also scrutinize the Client's system of relationships with the United States of America in the course of which the following data shall be reviewed:

- citizenship of the United States of America,
- place of birth in the United States of America,
- domicile, place of residence or mailing address in the United States of America,
- phone number in the United States of America,
- standing order to transfer to an account kept in the United States of America
- the domicile, place of stay in the United States of America of a proxy or a person with signatory rights
- a "receipt agent" or "letter holding" address, where this address is the only address of the accountholder in the records of the reporting Hungarian financial service provider

2.7.4. Pursuant to Act XXXVII of 2013 on the Rules of International Public Administration Cooperation Related to Taxes and Other Public Duties (Tax Cooperation Act), the Company shall scrutinize the tax residence (international taxation status) of clients and report the data of clients identified as taxable persons with foreign tax resident status affected by international taxation under CRS to the local tax authority so that the reporting obligation towards the tax authority of the affected country can be met.

2.7.5. In order to comply with legal requirements, the Company shall carry out client identification in respect of client accounts the owners of which, based on the Company's records, at least hold a citizenship or have a domicile/registered office in one of the signatory countries of the CRS Agreement. In order to meet their client identification obligation, the Company shall request their clients to declare if they should be considered a taxable person in any of the CRS countries.

2.8. Change in data

2.8.1. During the term of the business relationship, the Client shall notify the Company of changes in the data provided during client due diligence and the person of the beneficial owner, within five business days of becoming aware of such changes.

2.8.2. The Client shall immediately notify the Company if any of their documents used for personal identification at the Company or that can be used for personal identification under the law has been lost or stolen. The Company excludes liability for the damage arising from the false or falsified documents, their incorrect translation, loss, theft or unauthorised use, except if, as confirmed by a final and binding court judgment, there is direct causal link between the damage and a crime committed by the Company's employee, or the law stipulates that such liability cannot be excluded.

2.8.3. In the event that the Company is unable to contact the Client (despite the fact that the Client continues to initiate the execution of Orders) by using the means of communication designated by the Client, the Company shall attempt calling on the client on two documented occasions by post (simultaneously also warning the Client of possible legal consequences) to contact the Company. Following the failure of the second notification, the Company shall refuse to execute any transaction of the value of at least Four Million Five Hundred Thousand Hungarian forints as long as and until the client or their proxy contacts the Company.

2.8.4. The Client may modify the data listed in Section 2.3.2 using an equivalent identification process, by simultaneously presenting the new identification document including the amended data.

2.8.5. The Client may make changes to their mailing address, phone number or e-mail address via the IB Platform, in the Client data/Notices menu item.

2.8.6. The Client can transfer funds only to the bank account or client account recorded in the Company's system. The Company's system shall record all bank account and client account numbers from which the Client transferred funds previously and from which accounts, based on personally presented

related account contracts or account statements, it can be unambiguously established that they were opened in the name of the Client.

2.8.7. Clients may only withdraw funds from their client account in a nominated base currency (from the allowed deposit currencies), their currency of country of legal residence or common currencies (as determined by the Company in its absolute discretion i.e. USD, EUR, GBP and CHF).

2.8.8. The Company shall send a confirmation e-mail regarding any data modification initiated by the Client via the IB Platform.

2.9. Client rating

2.9.1. Simultaneously with the due diligence of the Client pursuant to the Anti-Money Laundering Act and prior to contracting, the Company shall give the Client a rating based on the relevant policy of the Company, using client categories stipulated in the Investment Act (retail client, professional client, eligible counterparty), and notify the Client of such rating and the legal consequences of such rating either in writing or via another durable medium, including also the conditions under which the client can request that such rating be changed. In the case of existing Clients, the Company shall notify them either in writing or via another durable medium of any change in their rating.

2.9.2. The Company shall not perform client rating according to the client categories, provided that

a) the Order can be concluded based on an already effective Client Agreement or if, regarding the transaction or the financial instrument underlying the Order, rating was already given, or

b) following the conclusion of the contract the prospective Client can, in relation to the specific transaction, be regarded as an eligible counterparty.

2.9.3. Eligible counterparties and professional clients shall notify the Company of all changes that may modify or affect their rating. If no such information is received and the Company is not officially notified to the contrary either, the Company shall assume that the Client continues to meet the criteria of being rated as eligible counterparty or professional client. If, however, the Company is officially notified that, due to a change in or lack of the circumstances on which rating is based, the professional client or eligible counterparty rating of the Client is no longer correct, the Client shall be called on to make a declaration. In such a case, until rating is verified, the Company shall treat the client as a retail client.

2.9.4. In the event of an application seeking re-rating from retail client to professional client under Section 49 of the Investment Act, the Company shall satisfy itself if the requirements laid down in the Investment Act are met. During such verification the Company shall identify the Client's profession and it may also request that the document proving their investment activity (employer statement, bank account statement) be presented. However, the re-rating application shall not bind the Company as it may decide, despite compliance with legal requirements, to treat the Client in accordance with the initially applied client category. Re-rating shall become possible based on a written agreement between the Parties, which may be concluded with the confirmation of the Client's written application by the Company, and then, the date of the receipt of such confirmation by the client shall be deemed the date of such agreement.

2.9.5. Pursuant to Section 48(4)-(5) of the Investment Act, the Company shall, in providing investment services and ancillary investment services, ensure the professional Client the terms and conditions identical with those of a retail Client based on a written agreement, provided that the professional Client explicitly requests so, or if rating as a professional client is initiated by the Company, they expressly agree. In this case the provisions of Section 2.9.4 above shall apply accordingly.

2.10. Account restrictions

2.10.1. The Company is under legal obligation to refuse to conclude a client agreement or accept an order from a client in certain circumstances (e.g. Section 54 (1) of the Investment Act, Section 13 (8), 14/A

(5) of the Anti-Money Laundering Act). In addition, the Company shall restrict Client's right to dispose over the account when the Company – as part of its continuing monitoring efforts to prevent money laundering and the financing of terrorism and to implement financial and asset-related restrictive measures imposed by the United Nations Security Council, the Europan Union, the Office of Foreign Assets Control (OFAC, USA) or the Office of Financial Sanctions Implementation (OFSI, United Kingdom) – establishes that

a) the Client does not (to a sufficient extent) cooperate with the Company or adequately respond to the Company's communication;

b) the Client, its employer, or any other related person to the Client's account is subject to a financial and asset-related restrictive measure as determined above, or the Client's activity on the account may constitute the breach of a financial and asset-related restrictive measure; or

c) the Client's activities (or lack thereof) with respect to the Client's account are such that in the Company's view an additional due diligence procedure might have to be carried out, but the Client does not (to a sufficient extent) cooperate with the Company or adequately respond to the Company's communication. The restrictions may be lifted if Client cooperates and undertakes to comply with the particular requirements set by the Company, or if the outcome of the additional due diligence process is favorable to the Client.

3. Preliminary information and inquiries

3.1. Information Disclosure Obligation

General rules

3.1.1. The Company, in accordance with the laws in effect from time to time, with special regard to the relevant provisions of the Capital Market Act and the Investment Act, shall provide Clients information before the conclusion of contracts and after the execution of an Order. Before concluding contracts, the Client shall use other methods to obtain information about the economic and legal content of the financial instrument that is the subject of the contracts, as well as about the investment risk involved.

3.1.2. As part of its investment services activity or ancillary services, the Company shall inform the Client or the prospective contracting party, depending on the services provided by it, in particular about the issues stipulated in Articles 45-51 of Commission Delegated Regulation (EU) 2017/565, as set out therein, which shall also include the following:

a) basic information about the Company,

b) the rules of operation and activities of the Company,

c) the rules governing the management of financial instruments and funds owned by or due to the Client or the prospective contracting party,

d) information about the financial instrument involved in the transaction contemplated in the contract,

e) information about the transaction contemplated in the contract, including public information concerning the transaction and the risk involved in the transaction, and about the documents to be provided for each product,

f) the locations at which the Client's Order is executed,

g) the rules of concluding contracts electronically,

h) the charges and fees related to the conclusion of the contract and the conclusion of each transaction, which shall be borne by the Client,

i) transaction and product fees related to the provision of services and the instrument (open position) purchased by the Client, if required by law.

3.1.3. Unless otherwise stipulated in these Business Rules or the Investment Act, the above information shall be provided in a timely and appropriate manner, i.e. within a time period that allows for the Client, given the urgency of the situation and the time required to respond, and the complexity of the transaction contemplated in the contract.

3.1.4. The Company provides pre-contractual information by making it available on its website.

3.1.5. The Company provides the Client with an opportunity to read and study the terms and conditions of the contract in detail and to indicate if it does not agree with any provision or if further information or interpretation is needed. Therefore, if the Client enters into a contract with the Company, the Company may rightly assume that the contract contains all terms and conditions that are relevant to the Client as well and that all provisions of the contract have been read, understood and expressly accepted by the Client with the conclusion of the contract. This provision shall also apply to offers and Orders made by the Client.

3.1.6. Pursuant to the relevant provisions of the Investment Act, the Company is not obliged to (repeatedly) comply with its prior information obligation

a) in relation to a transaction or financial instrument in respect of which the prospective Client would be considered an eligible counterparty, in the case of its investment service activities specified in Section 5(1)(a)-(c) and its related ancillary services,

b) if the contract is concluded on the basis of a framework contract and the Client has already received the said information,

c) in the case of all Clients who submit their Orders electronically, and who has already received the information before the conclusion of the relevant contract or the start of the first such transaction, and

d) in the cases regulated by the law, if the Client has given its prior express consent to receive certain information to be provided in advance as a general rule only after the conclusion of the transaction.

3.1.7. As in practice, in order to make investment decisions, the Client may need additional information in addition to the information available in the Business Rules, the Client Agreement concluded with the Company, its individual contracts and the Notices, so if the Client is of the view that, based on information provided in such documents, it has not received all the information that is important, relevant for the Client or other information it considers necessary to make its decision, it shall immediately notify the Company thereof in writing before concluding the transaction, indicating the additional specific information requested. The Company is not liable for the consequences of a failure to do so.

3.1.8. If any of the Company's documents, i.e. documents in respect of which the Company has a disclosure obligation, are not available to the Client despite regular disclosure, or if in the Client's view they do not contain sufficient information or are not clear enough for it to make a decision, the Client shall, as part of its cooperation obligation, immediately notify the Company thereof in writing, specifying what additional information is required, and based on the rules of mutual cooperation and information obligation there is good reason to believe that the Client has all the information necessary to make its investment decision. Consequently, if the Client fails to notify the Company about such need for additional information, the consequences of the failure shall be borne by the Client.

3.1.9. The Company shall use its best effort to provide the Client with the additional information requested by the Client. However, if, for reasons not attributable to the Company, the information requested by

the Client is not available to the Company, this shall be immediately communicated to the Client in writing. In this case, the Company shall not be held liable for the consequences of the unavailability of such requested information.

3.1.10. In order for the Company to have reasonable grounds to assume before the conclusion of the transaction that it has all the information on the basis of which it can be determined that the transaction or the instrument affected by the transaction is indeed suitable for the Client, the Client shall, in addition to the statements to be made within the scope of its appropriateness assessment, disclose to the Company all information or clarify any information brought to the attention of the Company that may affect the fact that the given transaction or instrument involved in the transaction is in accordance with the information available to the Client at the time the transaction is concluded or the Order/offer is placed by the Client. The Company is not liable for the consequences of a failure to do so.

3.2. Target market information

3.2.1. The target market is determined by both the issuer and the producer of the given instrument, and it can be determined by its distributor and seller. The Company primarily considers the target market defined by the issuer/producer, however, if the Company becomes aware of circumstances that could materially affect the potential risks of the identified target market, it reserves the right to deviate from the definition of the target market given by the issuer/producer.

3.2.2. The Company shall regularly monitor the information disclosed by the issuer or producer of the financial instrument regarding the financial instrument, the product approval process of the financial instrument and the identified target market for each financial instrument made available by it on the IB Platform.

3.2.3. The Company regularly reviews the financial instruments it offers, takes into account events that could materially affect the potential risks of the identified target market, and assesses whether the financial

instrument continues to meet the needs of the identified target market and whether the planned distribution strategy remains appropriate.

3.2.4. The Company provides information on the so-called target market regarding the product, relevant in the case of the sale thereof, specified in the Investment Act. It can also provide information about such target market as part of the product information of the given product range, where a so-called negative target market may also be defined.

3.2.5. Based on the target market characteristics of the products available to Clients (e.g. product riskiness, complexity, liquidity, intra-group origin, leverage and contingent liability, etc.), it categorises the products and informs the Client thereof before selling. The information may also be provided in a standardized format and may vary from sales channel to sales channel. Such disclosure documents are available on the Company's website, and the Client may also request that they be made available in other ways.

3.2.6. The Company uses its best efforts to carry out an assessment of the Client, if required by law for the specific service provided by the Company, the results of which can be used to determine whether the target market of the given instrument is suitable for the Client based on the target market classification of the given product.

3.2.7. If the Company, in its own opinion, is unable to perform the targeted assessment of the financial instrument to be sold to the Client in respect of the Client, the Company shall notify the Client thereof in advance. The Company may also provide such notice in a standardized form.

3.2.8. In the case of a target market assessment, the target market assessment is performed only in the case of position opening Orders.

3.3. Information on fees and charges

3.3.1. The Company shall provide the Client with the information that is generally to be taken into account in connection with the provision of services. Such fees and costs include the following:

- direct transaction costs incurred in connection with the use of the service, including the fee for the provision of the service, in the case of a continuous service, the fees and costs for its commencement, maintenance and termination,

- in addition, in the case of a transaction, based on reasonably accessible information, issuer or producer fees, costs, fees due to the distributor and other product costs incurred in respect of the given financial instrument, which are not directly incurred by the Client, but affect the rate of the given financial instrument.

3.3.2. The information also describes, for information purposes, the impact of costs on returns projected to a specific time interval and instrument size.

3.3.3. When providing information, fees and costs about which the Company has not exact information prior to the conclusion of the transaction are estimated using available market and other public information, provided that in some cases it is not possible to ensure that the Company has all relevant information about product costs.

3.3.4. The Company may provide such information in a standardized form, taking into account the cost items specific to the given financial instrument category (including within the framework of standardized information for several instrument categories). The materials of such disclosure document are available on the Company's website or in other formats at the written request of the Client.

3.3.5. The Company shall provide additional information necessary for the Client (especially information on ad hoc fees not directly related to the conclusion of the transaction) at the Client's request, taking into account the Client's specific circumstances related to the conclusion of the transaction and holding a financial instrument.

3.3.6. If there is a regular relationship between the Company and the Client, the Company shall inform the Client subsequently about the fees and costs actually incurred in the given period on an annual basis. The Company may disclose such information to the Client together with other notices and statements.

3.4. Product information for packaged retail investment products

3.4.1. In addition to the definition of the Target Market, the key information document ("KID") for so-called packaged retail investment products regulated by Regulation (EU) No. 1286/2014 of the European Parliament and of the Council on key information documents for packaged retail and insurance-based investment products (PRIIPs), shall be made available by the Company to the Client (regarding its retail clients), as required by the Regulation.

3.4.2. The KIDs are made available by the Company to the Clients on the Company's website, as well as at the Client's relevant request, on other durable media. At the request of a retail investor, the document will also be made available on paper by the Company free of charge.

3.4.3. The Company may also provide the individual KIDs by referring to an electronic site providing access to the issuer or producer or to another electronic site providing access to the KIDs.

3.5. Information on the shift in the 10% threshold

3.5.1. In the case of retail clients, the Company shall provide information on positions in leveraged financial instruments or contingent liability transactions in accordance with Article 62(2) of Commission Delegated Regulation (EU) 2017/565 regarding the exceedance of the 10% of the threshold by no later than the end of the business day in which the threshold is exceeded or, in a case where the threshold is exceeded on a non-business day, the close of the next business day.

3.6. Other rules of providing information

3.6.1. The Company may provide certain information by referring to other documents and information published by third parties with an indication of the contact details, on the condition that the Company's liability for the completeness, accuracy and relevance of the information provided by third parties, may be excluded subject to the general rules. Such third-party service provider does not qualify as a subcontractor or other contributor of the Company.

3.6.2. Before concluding contracts, placing Orders or offers, and making investment decisions, the Client shall obtain information about the legal, financial, economic, taxation and settlement rules related to the relevant service and financial instrument, and it shall assess certain risks related to the services and transactions related to the financial instrument. In addition to the information provided by the Company, the Client shall use its best endeavours to make its decision in possession of all the relevant information.

3.6.3. The Company reserves the right to provide information and send notifications to eligible counterparties, professional clients and retail clients, with different content and at different times subject to the client categories, in accordance with the provisions of the Investment Act.

3.7. Obligation to obtain information prior to the conclusion of the contract

3.7.1. In order to comply with its client categorisation obligation stipulated by the Investment Act, prior to the conclusion of the contract the Company shall obtain from the Client the statement and documents

required for the conclusion of a contract, in particular regarding the Client's knowledge and experience of transactions, financial instruments, related risks, in order for the Company to be able to determine appropriateness of the financial instruments and transactions from the aspect of the Client (appropriateness test).

3.7.2. The Client undertakes to make the above statements honestly and truthfully. If the Client does not provide the Company with the information required to perform the appropriateness test, the Company shall warn the Client about the fact that in the absence of the required information the Company is unable to establish appropriateness from the Client's perspective of the financial instruments and transactions selected by the Client and that the Company assumes no liability for any damage resulting from any incomplete or untrue content of the above statement.

3.7.3. The Company shall assess, within the scope of obtaining information, whether the risk arising from the execution of the transaction is in accordance with the investment objectives and loss-bearing capabilities of the prospective contracting party or the Client, and whether the prospective contracting party or the Client are in possession of sufficient experience and knowledge with regard to the nature of the service that allow them to understand the related risks.

3.7.4. In accordance with the applicable provisions of the Investment Act and Commission Delegated Regulation (EU) 2017/565, before concluding a transaction, the Company is obliged to examine whether the Transaction intended to be concluded by the Client corresponds to the Client's knowledge, risk-bearing capacity and investment objectives.

3.8. Appropriateness test, appropriateness assessment

3.8.1. In order for the Company to assess whether a given instrument or transaction corresponds to the Client's knowledge, it must obtain the Client's statement from the retail Client on its knowledge and experiences regarding:

- the essence of the transaction contemplated in the contract,
- the characteristics of the financial instrument involved in the transaction, and
- in particular, the risks thereof,

in order to judge whether the Company is in fact making available to the Client an appropriate transaction or financial instrument.

The Company is not required to conduct an appropriateness assessment

- in the case of an eligible counterparty,
- in the case of a professional client,

if the Company otherwise has all the information on the basis of which the appropriateness assessment can be performed and the Client's appropriate knowledge and risk taking can be established in accordance with Investment Act, in particular when it has been carried out by a company belonging to the same group of companies as the Company and having its registered office, branch office or business site in another Member State of the European Union.

The Company's obligation to refuse or to advise in relation to appropriateness assessment:

If an appropriateness assessment has to be performed according to the Investment Act, however, the Client does not make a full statement as specified above, and the Company has no knowledge of any relevant circumstances and thus cannot determine whether the given instrument and/or transaction is

suitable for the Client, the Company does not have to refuse to provide the given service and may enter into the relevant contract or execute the Order if the Company informs the Client that it is unable to determine whether the given service or product is suitable for them. If the Client still wishes to conclude the given transaction after receiving such notification on the impossibility to establish appropriateness, the Company may enter into the contract, may accept and make an offer, execute the Order, however, the Company shall not be liable any consequences arising from the fact that it concluded a transaction with the Client while being aware that the transaction was not suitable for the Client.

3.8.2. The Company may request the statements of the Clients to be provided in the framework of the appropriateness assessment, forming the basis of the rating, in a uniform, questionnaire format. The questionnaire can only be evaluated if the Client answers all relevant questions as specified therein.

3.8.3. During appropriateness assessment, the statements requested in a questionnaire format may only be submitted by the Client electronically.

3.8.4. The natural person Client may not make the statements required for its rating through a proxy.

3.8.5. For non-natural persons or, in the case specified by law, for a natural person, the legal representative (including authorized representatives as per the company register, guardians, custodians, etc.) shall make the necessary statements. In this case, the Company acts in accordance with the rating of the authorised representative submitting the Order.

3.8.6. If there is any change in any of the statements of the Client or its proxy, it is obliged to notify the Company thereof in the manner pertaining to the completion of the questionnaire, however, such change shall not affect the validity of the concluded transactions and the Client's obligation to perform.

3.8.7. If the Company does not consider the Client's risk bearing capacity and, where relevant, its willingness to take risks, or the Client's appropriateness to be adequate and lawfully refuses to enter into a contract on this basis, then it excludes its liability for any resulting damage.

3.8.8. The Company evaluates the statements provided by the Client during the appropriateness assessment on the basis of the general evaluation system applied by the Company in its own system

and accordingly determines the category whose products and services are suitable for the Client. The rating established based on the evaluation will take effect as soon as the result is recorded in the Company's central system. The Company shall notify the Client of the Client's rating. Otherwise, the procedure related to the test, questionnaire and evaluation is a trade secret of the Company.

3.8.9. The Company provides the Client or its proxy with an opportunity for re-categorisation. In this case, the rules of rating shall apply on the condition that the results of the new rating shall take effect from the time when the results of this new rating is recorded by the Company's central system.

3.8.10. The Company is entitled to unilaterally reclassify the result if the Company becomes officially aware that the Client's statement(s) is (are) not true and correct. The Company shall inform the Client about the reclassification. Unless proven otherwise, the reclassified result shall apply to the legal relationship between the Parties. For example, a final and enforceable court or authority decision shall mean that the Company becomes officially aware of a fact.

3.8.11. In the case of reclassification, the result last assessed and registered by the Company shall prevail in all cases regarding the relationship of the Parties. The reclassification shall not affect ongoing transactions, unless otherwise provided by law or in an authority resolution.

3.8.12. The Company may request from the Client or its proxy, in confirmation of its previous statements or in the event of new circumstances arising during the client relationship, and also as other review of the relationship with the Client, a full or partial or additional statement of its appropriateness, if this cannot

be otherwise established for the Company. In case of a refusal thereof, the Company shall be entitled to disregard the previous statements of the Client and/or the proxy and, until such new statement is made, regarding its transactions concluded as of the refusal, to treat the Client in such a way that its appropriateness cannot be established, or alternatively the Company may decide to categorise the Client on basis of the data otherwise available at the Company. The Company cannot be held liable for the resulting consequences.

3.8.13. The Company has the right to repeat the appropriateness assessment from time to time and to review its results.

4. Formalities of contracts and statements

4.1. Formality

4.1.1. Unless otherwise provided in these Business Rules, the Company concludes its contracts with the Client - in electronic form only and the Client's statements are also made in such form.

4.1.2. Unless these Business Rules expressly provide otherwise, the Company will not accept the Client's oral statements even if the statement was made via a recorded telephone line.

4.1.3. The restriction under this section shall not prevent the Client from handling its complaints verbally.

4.1.4. For the purposes of these Business Rules, only the statements made via the following means of communication shall be deemed to have been made in writing and/or on a durable media:

a) legal statements recorded on paper and signed by the declarant,

b) statements recorded via the electronic contact and trading platform provided by the Company ("**IB Platform**"), which

a. have been recorded by the Client after logging in with the identification data issued to it, and sent by it to the Company using the function of the electronic platform provided for this purpose, taking into account the Client's statement data processing, password and username for these systems,

b. are sent by the Company to the given Client via the electronic platform,

c) are sent by the Company to the Client's pre-recorded e-mail address (including the legal statements sent in attachment),

d) data and statements published on the Company's website.

4.1.5. It is possible to conclude a contract in electronic form as described above if the Client has been identified by the Company.

4.1.6. In addition to concluding electronic contracts and opening accounts online, the Company keeps records of the contracts concluded with its Clients, the statements accepted by the Clients and the disclosure documents in an electronic format. All Clients of the Company have to make and accept the above legal statements on the electronic platform.

4.1.7. The Company records the contracts concluded with the Client, the Orders given by the Client, as well as all offers received electronically from the moment of receipt and stores them for 8 (eight) years from the termination of the Client Agreement.

4.2. IB Platform

4.2.1. The Company grants Clients a non-exclusive, non-transferable license within the Interactive Brokers Group to use the IB Platform only as provided in these Business Rules. The IB Platform and its updates are the exclusive property of the Company and/or of the subsidiaries of the Interactive Brokers Group, including all patents, copyrights and trademarks. The Client may not sell or transfer the IB Platform to others. The Client may not copy, modify, translate, reverse engineer, develop, disassemble or reduce, adapt the IB Platform or use it in any form. The Company is entitled to apply for an injunction in the event of a breach of these covenants within the framework of a interlocutory injunction.

4.2.2. The Client, as a user of the IB Platform,

- shall ensure the availability of suitable operational computer equipment on the Client side,
- shall master the use of the IB Platform and agrees to use it properly for the intended purpose,
- may use the market information received from the Company only for its own business purposes, at its own (office) premises, and may not trade, sell or transfer those as a disseminator of information for commercial or other purposes.
- is obliged to continuously check on the IB account Interface the fulfilment of its ad-hoc Orders for transactions under the Client Agreement, as well as its obligations based on open positions and the balance and coverage of its account.

The Company shall not be held liable if the Client suffers a financial disadvantage (loss) due to the fact that, in addition to the information, notification provided or made available to the Client by the Company, it has failed to obtain, to collect and to review the necessary information or notification, and it did not inform the Company or only informed the Company with undue delay of any objections related thereto, including in particular information on the fulfilment of its contractual orders, its obligations based on its open positions, and the appropriate balance of its account.

4.2.3. If a client identification is deemed insufficient by the Company, the Company is entitled to refuse the relevant Orders or restrict access to the IB Platform.

4.2.4. On the date of the Client Agreement, the Client will receive the User Data required to enter the IB Platform. The services of the IB Platform can only be used with valid User Data, and the services can only be accessed after the Client has been identified.

4.2.5. The user instructions related to the use of the IB Platform are available on the Company's website.

4.2.6. To access the IB Platform, the Company provides appropriate identification data and a two-factor identification method ("User Data"). The Company may, but shall not, request the Client to provide other identification data in addition to the User Data. The Company recommends that the Client change its password from time to time, and the Client shall have full liability for damage resulting from its failure to do so. The Parties consider the person who has logged into the IB Platform with the User Data to be the fully authorized representative of the Client. The Company excludes its liability to indemnify the Client for damage arising from the unauthorized or unlawful nature of any instruction submitted with the User Data through the IB Platform and incurred by or within control of the Client.

4.2.7. The IB Platform includes the Trader Workstation, WebTrader and Mobile Trader platforms operated by Interactive Broker.

4.3. IB Platform availability

4.3.1. Availability is the period during which the Company makes the services of the IB Platform accessible and available to its Clients.

4.3.2. The period during which the Client is unable to use the service for reasons within control of a third party, but otherwise there is no failure in the operation of the IB Platform at the Company, qualifies as 'contractual availability'.

4.3.3. The Company is entitled to suspend the services of the electronic platform to the extent necessary, or even in its entirety, for the purposes of regular maintenance or to repair malfunctions. If such service interruption is foreseeable, the Company will notify Clients thereof in advance through its website. If the service is interrupted as a result of unforeseen repair and maintenance work, the Company shall subsequently notify the Clients thereof without delay, in the same manner as before. Subsequent, immediate notification shall take place at a time when the technical conditions allow and if this does not prevent the problem from being remedied as soon as possible.

4.3.4. This section does not release the Company from its obligation to provide information arising from the 'non-derogatory' legislation, in particular its obligation to inform the Client immediately upon detection of a material difficulty arising in relation to the proper execution of the order.

4.3.5. The Company does not guarantee 100% availability of the IB Platform. In addition to its own technology, the Company uses third-party manufacturers and telecommunications services. The Company shall not be liable for damage resulting from network failures or for losses incurred as a result thereof if the service is not available to the Client for any reason. The Company's liability does not extend to damage caused by a fault not attributable to the Company.

4.3.6. Computer-based systems and electronic services such as those used by the Company are inherently vulnerable to interruptions, delays or failures. In addition to the IB account Interface, the Company does not provide alternative ordering routes (e.g. personal appearance, telephone). In proportion to the Company's resources, the Company assures its Clients that in an event of a IB Platform failure, during the trading hours of the trading venue, immediately executable closing orders should be submitted over the telephone in accordance with the terms and conditions for electronically submitted Orders.

4.3.7. The Client must itself provide alternative commercial contracts for the execution of Orders in the event that the Company's electronic services are not available. By entering into a Client Agreement, the Client declares that it maintains alternative trading arrangements.

5. Client Agreement and Opening an account

5.1. The Client Agreement

5.1.1. The Client Agreement is a written framework agreement that can only be entered into if the Client has provided the Company with the documents, data and statements necessary for identification as specified by the Company. The Client Agreement may be validly concluded electronically or, if the Company expressly provides for it, it can also be concluded in a hardcopy. If the contract is signed in a hardcopy, it shall be signed both by the Client and the Company. If the contract is signed electronically, the Client will accept the contract after completing the identification process, and once it has entered the electronic administration platform by using the credentials provided by the Company to the Client. When identifying the Client, the Company will act in accordance with the laws related to the prevention of money laundering and terrorist financing and the rules specified in the Identification section of the Business Rules.

5.1.2. Any contract signed electronically will be considered by the Parties as a written contract, having regard to the fact that the method used by the Company is suitable for retrieving the content of a legal statement unchanged, and for identifying the person making the statement and the date when the statement was given.

A Client may hold only one Client Agreement and may hold unique ancillary contracts and additional special sub-accounts related to the Client Agreement.

5.1.3. The Client Agreement may only be amended or terminated in the manner applicable to its conclusion and format based on the Parties' common intention. For the avoidance of doubt, the Parties agree that this clause does not affect the right of either Party to exercise the right to withdraw or the right of termination conferred to them by law or by this contract, or the Company's right to unilaterally amend the Client Agreement and its annexes in line with the Business Rules.

5.1.4. The conclusion of the Client Agreement does not create an obligation for either the Company or the Client to use the services, therefore neither Party is bound to enter into an individual transaction on the basis of the Client Agreement.

5.1.5. Without prejudice to the foregoing, based on the nature of the services provided by the Company and on its operational and verification processes, the Company reserves the right that it will only enter into a contract for special transaction or only accept Orders from a Client holding a Client Agreement, if the Client has provided the statements and granted the consents specified by the Company.

5.1.6. It shall not be deemed as an amendment of the Client Agreement if the Company requests additional consents or other statements from the Client in relation to the methods of notification and providing information.

5.2. The account

5.2.1. The account related services provided by the Company will enter into force upon the conclusion of the Client Agreement.

5.2.2. Subject to the type of the account, it shall include:

a) the account number and its description,

b) data specified in the Business Rules and in the applicable law for the purpose of Client identification,

c) the code number, description and quantity of the securities, and

d) any potential reference to the blocking of the securities.

e) the funds broken down by types of foreign exchanges.

5.2.3. In the event of an active account, the account holder Client shall not be described by using any number, group of numbers, code word or any other reference suitable for concealing the identity of the Client.

In any dealings with the Company, the Client shall provide their account number as well as any other data required for their appropriate identification and as requested by the Company.

5.2.4. The account services include the management of the following types of accounts:

a) Client account, a limited purpose account used for recording the funds held by the Client, which is solely used for performing transactions related to the investment services and ancillary services

provided by the Company as well as for any other services used within the framework of commodity exchanges services,

Securities account, which basically serves as records kept for the benefit of the securities owner in relation to the dematerialised securities and any related rights. The client and securities accounts are jointly referred to as “account”.

5.2.5. The Company does not provide cash-desk services, accordingly no cash payments can be made to any client account, and likewise no cash payments will be made to Clients within the framework of the Company's activities.

5.2.6. The securities owned by the Client are registered and managed by the Company on a securities account opened with the Company. The Company will perform any legal instruction given by the Client, and will notify the Client about any crediting to the securities account and about the balance of the securities account.

5.2.7. The Company does not operate a securities depository, and it shall not undertake custodianship of securities issued in the form of documents, and it shall not perform safe custody management and shall not execute any related Order.

5.2.8. The Company keeps its records and manages the Account so that:

a) such records are accurate and provide at all times a true and fair view of the Company's financial instruments and funds, and

b) those could be used at any time to ensure that separate statements can be prepared without any delay on the financial instruments and funds owned by or conferred to the Client and on the Company's own financial instruments and funds.

5.2.9. The Company's Client may request the opening of an individual sub-account with the operator of the securities settlement system as specified in point (3) of Section A of the Annex of Regulation (EU) 909/2014 by signing a related separate contract or statement and by paying the fees published in the effective Notice.

5.2.10. Pursuant to the services (custody) set out in Section 5(2)a) of the Investment Act, the Company undertakes to take over, record and release the Client's financial instruments for or from safekeeping (registration) by charging a fee specified in the Notice. Financial instruments may be deposited through securities transfer, or in the event of a completed buy Order, by crediting the financial instruments to the account.

The Company will not deposit printed securities into safe custody, and it will not accept any Order from the Client for the physical release of printed securities.

In the event of an additional transfer of financial instruments to the Client from another service provider, the Company will reserve the right to refuse acceptance of certain instruments due to operational, risk management, anti-money laundering or any other reasons. Before initiating any securities transfer, the Client shall make sure whether the transfer of such financial instruments to the Company is subject to any constraints. The Company shall not be liable for damage arising from any failure to request such information.

5.2.11. Pursuant to the services set (safe custody) out in Section 5(2)b) of the Investment Act, the Company undertakes the temporary safekeeping of financial instruments deposited by the Client, and the administrative tasks related to custodianship as well as the collection of interests due, dividends, yields and repayments (hereinafter collectively "Income"). The aggregate sum of Incomes will be credited by the Company to the account after deducting the related fees and expenses. The Company will not send a special notice to the Client about such Incomes. The Company only provides safe

custody services in relation to such financial instruments that are accepted for safekeeping and safe custody services by the organisations and institutions used by the Company as sub-depositaries. Incomes will be accounted in the currency in which they were generated.

5.2.12. The financial instruments deposited on the account will be treated as a homogeneous thing and will be managed separately from the Company's assets and will be kept and registered as collective deposit. In the case of a collective deposit, the financial instrument that is the subject of the deposit is determined by series and amount. Upon termination of the deposit, the Company shall return to the Client the same series and the same amount of financial instruments.

5.2.13. The Company will perform wire transfer and financial transfer orders in relation to the account, however, it shall not perform cash-out or cash-in payments.

5.2.14. Orders for transfers of financial instruments shall be given through the IB Platform. The Company will only perform transfer orders between its accounts held by different account holders based on documents that verify the legal title of the transfer, and at the same time duly certify the legal transaction underlying the transfer.

5.2.15. Remittance from the account can only be made in connection with the use of the investment services to a client account registered under the name of the Client as specified by it in the transfer order, or to a bank account registered under the name of the Client and kept by a credit institution, the details of which have been provided properly by the Client to the Company, except for the case when the account is seized, as a liability, as a result of an administrative, social security and judicial enforcement procedure, or allocation of inheritance after completing a probate procedure. It must be duly substantiated by the Client in all the cases when a transfer order is given that the bank account or client account specified in the transfer order is registered under their name.

5.2.16. The execution date of a bank transfer order given by the Client shall be the date when the amount in question has been credited to the Client’s account at the Company. The execution date of any bank transfer sent for the benefit of the Client shall be the date when the amount is question has been credited to the relevant account. Based on the agreement entered upon with the Company, the transfer may also be submitted with an indication of the value date. In this case, the account will be debited on that particular day.

5.2.17. The financial instruments shall not be withdrawn from the deposit in the following cases:

- financial instruments, in relation to which the Client holds a valid Order that is being processed,
- financial instruments, where the related accounting process has not been completed following the execution of the Order,
- financial instruments that serve as collateral for the benefit of a third party.

5.2.18. The execution date of a transfer order given by the Client shall be the date when the Company transfers the financial instrument in question. The execution date of any bank transfer sent for the benefit of the Client shall be the date when the financial instrument is received by the Company. The Company expressly excludes its liability for damage arising from the fact that the transfer sent to the Company's account fails to clearly include the data necessary for crediting the transfer to the relevant account, for any reason attributable either to the person ordering the transfer or to the credit institution or other entity performing the transfer. In the event of securities transfer between different markets, the date of fulfilment may be different from the date of delivery.

5.2.19. The Company will credit any items to the account sent for the Client's benefit, and it will debit the account with any potential tax items, or with any fees, expenses or other liabilities duly payable to the Company. The Company acts in compliance with the effective tax legislations when paying interests and dividends to the Clients, or when calculating exchange rate gains.

5.2.20. If the client's balance is not sufficient for fulfilling a new transaction in the relevant currency, the Company may refuse to perform such new transaction order. If the execution of an Order would result in a negative cash balance, the Company may charge the relevant interest rate, whether or not it varies daily, on the negative balance, as published on the Company's website. If the actual settlement of the transaction fails to be completed according to the standard settlement cycles, the Client's account statement will nevertheless include the settled balances of the funds and financial instruments, and the Client will be required to pay interests accordingly.

In exceptional cases, the Company may inform the Client of such circumstances, where the transaction(s) has/have not been settled yet on the Company's accounts kept with clearing houses or sub-depositories, and with a view to fulfilling its legal obligations it may require the Client to close the affected transaction or enter into a transaction in the opposite direction compared to the position being settled.

5.2.21. In addition to the above, the account may not have a 'debit' balance, i.e. the Client shall not validly give an Order, or shall not create any situation, as a result of which their outstanding payment obligations related to the account become unsecured or unenforceable. If the funds on the account are exhausted, it shall not be a reason for terminating the Client Agreement. Until the negative balance is resolved, the Company has the right to suspend the fulfilment of any further orders.

5.2.22. Funds on the account will be deemed sufficient, if the instrument has been credited to and/or blocked on the account. The Client shall not withdraw the collateral until the expiry of the security interest, and the Client shall not otherwise be entitled to dispose of, including the assignment and encumbrance of the collateral. The collateral shall become due upon the acceptance of the Order.

5.2.23. The Company will determine the collateral and its calculation method according to the effective Notice. The sum of the collateral will include the costs required for enforcing the collateral as well as the expenses incurred in relation to the collateral security.

5.2.24. If the financial funds available on the account is not sufficient for fulfilling all due Orders, the Company will take into account the order of arrival when fulfilling the Orders, unless the Client provides otherwise.

5.2.25. The Client shall monitor its open positions and the market processes and shall secure the margin level specified in the effective Notice, without special notice from the Company. If the funds available for the open positions drops below the required level published by the Company in the effective Notice, the Company shall have the right, at their sole discretion, to close the open position, by following the Order of liquidation, without prior notice to the Client, or without the Client's approval.

5.2.26. Once the open positions are closed, the Collateral deposited thereof and remained unused shall be at the Client's disposal, the financial instruments and the securities will be credited by the Company to the Client's account.

5.2.27. If a Security Deposit/Collateral is used, the Client will be responsible for paying the default interest published in the Notice and calculated based on the time period between the sale of the securities provided by the Client as Security Deposit/Collateral and the crediting of those to the Company's account.

5.2.28. The Company shall not be required to send special notice to the Client in the event of lack of funds, or in the case of imminent lack of funds.

5.2.29. If any cash is sent by bank transfer to the Company, the beneficiary of which cannot be clearly identified (in particular, if the transfer notification does not contain the corresponding identification number) or the beneficiary does not have an account with the Company, the Company shall, at their own discretion, keep these items suspended until the beneficiary is identified, or shall transfer the amount

back to the sender investment enterprise or financial institution with the indication of "incorrect wire transfer" or any similar wording.

5.2.30. In the event that during the course of generating securities the Company is unable to reach the owner of the dematerialised securities based on the data provided by the issuer, the Company shall have the right to direct the securities via the central securities depository to the securities account kept for such purpose under the issuer's name.

5.2.31. In case of incorrect money or securities debit or credit, the Company shall have the right to correct any previously incorrectly credited or debited amount or securities on the Client's account without the Client's instructions, or even despite any possible contrary instructions given by the Client, when recognizing such error, or at any time afterwards, and prior to arranging anything else. In other words, it will debit the Client's account with any incorrectly credited amount or securities or will credit any incorrectly debited items. If the account does not provide adequate coverage for the debiting of any incorrectly credited amount or securities, the Company will show a negative balance corresponding to the amount of the debt. At the same time, the Company will charge the default interest or penalty as set out in the Notice and will use their best endeavours to enforce the debt.

5.2.32. If debits are required to be made as a result of incorrect crediting or debiting, the Client's Positions may be made subject to compulsory liquidation. The Client shall not make any claims to the Company in relation to compulsory liquidation resulting from such corrective transactions.

5.2.33. The Client may not claim compensation based on incorrect statements and/or based on their obligation to surrender (e.g. used any subject of unjust enrichment as their own, or believed it to be their own). The Client shall immediately indemnify the Company for the damage incurred by the Company.

5.2.34. The Company shall notify the Client about the composition and amount of the securities recorded on the securities account, according to the provisions on notification set out in the Business Rules, and as per the rules on verifying fulfilment of the Order. Upon the Client's request, the Company shall provide the Client with account statements for whatever dates or time periods, which include the Client's identification data as well as data related to the series and amounts of financial instruments. A certificate of deposit will be issued by the Company to the Client on the deposited financial instruments.

5.2.35. The Company will not pay interest on the financial instruments deposited on the account.

5.2.36. The Company will not exercise voting rights with respect to the Client's financial instruments. The obligations of the Company as depositary do not include preserving the value of the financial instruments or making endeavours to realise the highest possible yield.

5.2.37. By signing the Client Agreement, the Client agrees that the Company may engage (sub-)depositaries, either within or outside of the European Union, for individual transactions within the framework of any investment and ancillary services without any prior notice to the Client. Such parties will include entities affiliated with the Company's group of enterprises, Interactive Brokers, in particular, including but not limited to Interactive Brokers LLC (registered office: One Pickwick Plaza, Greenwich, CT 06830, United States of America) and Interactive Brokers U.K. Limited (registered office: Level 20 Heron Tower, 110 Bishopsgate, London EC2N 4AY, United Kingdom). The actions of these third parties may affect the fulfilment of the Orders given to the Company. In case of a need for engaging a depositary, the Company reserves the right to perform any crediting to or debiting on the Client's account kept at the Company only, if it has received the related notification, other statement or information from the depositary.

5.2.38. The Company will develop internal rules to prevent any infringement of the Client's financial instruments and funds or of the Client's related rights arising from unlawful use, fraud, capital investment fraud, inadequate recordkeeping or from negligence.

5.2.39. If the Client Agreement is terminated, the Company will handle the instruments on the account according to the rules of possession without title (custody).

5.2.40. If the Company, in its sole discretion, believes that the account is affected by or involved in any fraud, or other felony, or in any other infringement, or the Company detects any suspicious access to the account, or the Client is otherwise involved in any other suspicious activity (either as a victim, or as a perpetrator, or otherwise), the Company will be entitled to suspend or limit the account, and may freeze or liquidate the financial instruments or funds. Furthermore, the Company will be entitled to file a report with all relevant regulatory authorities. The Client hereby waives any claim for loss or damages against the Company arising out of or related to the Company exercising its rights under this paragraph.

5.3. Persons entitled to control the account

5.3.1. The account holder or a proxy for the account holder will be entitled to control the account. The Client, if operates as an entity, may exercise their right of control only, if the Company, in its sole discretion, believes that the Client has adequately demonstrated their power of representation.

5.3.2. Access to the account is provided by the Company through the IB Platform.

5.3.3. The Client when acting as an account holder has full right of disposal. Such authorisation shall only be applicable to the services provided by the Company and to control the account, and to statements to be made in relation to the legal relationship existing between the Client and the Company, therefore, it shall not be considered as a general power of attorney as set forth in the Civil Code.

5.3.4. The Company may consider an Order, notification or request valid if it is received from a person, of whom it can be presumed in good faith by taking into account the provisions set out in these Business Rules or in the applicable laws, that they act on behalf of the Client or as the Client's proxy. The Company shall not be liable for the legal consequences of any Order fulfilled based on a false or falsified power of attorney, the false or falsified nature of which could not be detected by any standard examination methods used in the business sector.

5.3.5. A power of attorney may be issued to several Proxies at the same time. In this case, Proxies will act independently of one another. A Proxy shall not issue any further power of attorney to any other person. The Client and their Proxy are jointly and severally liable to the Company for damages resulting from the Proxy's activities. The Company shall not be held liable for any damage incurred by the Client attributable to the Proxy's activities. If there is any doubt about the Client's or the Proxy's right of disposal, the Company will be entitled, at its sole discretion, to block the account and to refuse fulfilment of any pending Orders, by excluding all liabilities and without any prior notification.

5.3.6. The Company's employee or any other person employed by it within the framework of any other employment relationship shall not exercise the right to control, as the Client's representative, any client account or securities account kept for the Client, except for the right to control the client account or securities account held by its close relative and except for the right of representation based on law, any judicial or administrative decision, or based on any articles of incorporation.

5.3.7. The Client is entitled to grant an authorization (indirect right to dispose of the account) to a service provider with its own activity license or registration with whom the Company has entered into a “Financial Advisor” or “Introducing Broker” contract and for which the Company has opened and maintains an account. Based on this authorization, the Financial Advisor or Introducing Broker will access the account indirectly.

The Company does not pay a fee to the Financial Advisor or Introducing Broker, or the Company does not receive a fee from these persons, excluding fees that are collected or paid through the Company based on Client's instruction.

Use of the Financial Advisor or Introducing Broker will only be done if initiated by the Client and in accordance with Client's instruction. A Financial Advisor or Introducing Broker is not an employee, agent, broker or dependent agent of the Company. The Company does not make any recommendation or solicitation to use any particular Financial Advisor or Introducing Broker.

The Financial Advisor or Introducing Broker shall not act on behalf of the Company, but in its own name, under its own license, in accordance with its own business rules and the contract between the Client and the Financial Advisor or Introducing Broker. The Company does not investigate whether the Financial Advisor or Introducing Broker's procedures comply with these rules applicable to that Financial Advisor or Introducing Broker.

The Company does not examine whether the specific investment advice or portfolio management performed by the Financial Advisor or Introducing Broker is suitable for achieving the goal desired by the Client.

Using a Financial Advisor or Introducing Broker may incur additional costs for the Client. This cost is governed by the agreement between the Financial Advisor or Introducing Broker and the Client. The use of the Financial Advisor or Introducing Broker does not affect the separate management of the Clients' cash and financial assets, nor the rights or obligations of the Company towards the Clients or the Clients to the Company under these Business Rules or legislation.

The Client may revoke the authorization given to the Financial Advisor or Introducing Broker at any time. The Company has the right to terminate this status of Financial Advisor or Introducing Broker at any time, which may result in the termination of the power of attorney (right of disposal) over the account.

The Company is not liable for loss or damages caused directly or indirectly by relying on orders or instructions received from the Client, Proxy, Financial Advisor, Introducing Broker or from any other third party using the Client's credentials.

5.4. Termination of the power of attorney

5.4.1. The power of attorney shall be terminated:

a) upon the death or termination without successor of the authorising Client or of the Proxy, b)

upon withdrawal,

c) upon expiry of the term specified in the power of attorney.

5.4.2. The termination of the power of attorney shall be reported to the Company after the occurrence of the termination event by the authorising Client or the Proxy, or in case of their death by their close relatives in the form of a private document representing conclusive evidence. The power of attorney shall be deemed terminated by the Company upon the date of receipt of the notification on termination. The Company shall exclude its liability for damage arising from incorrect or late notification.

5.4.3. When making the announcement, the Client is required to make a statement if the Company is to execute the unfulfilled Orders given by the Proxy, or those are to be cancelled. In the absence of such a statement, any Orders given prior to termination will be executed by the Company at the risk and costs of the Client. If there is any doubt about the termination of the power of attorney, the Company will be entitled, at its sole discretion, to block the account and to refuse fulfilment of any pending Orders, by excluding all liabilities and without any prior notification.

5.4.4. After termination of the power of attorney, the Company will retain the Proxy's data in a similar manner as the Client's data are retained.

5.5. Client's authorised representative in the event of termination without successor

5.5.1. The Client shall promptly inform the Company if any bankruptcy, liquidation, winding-up or any other termination without successor proceedings are initiated by themselves or by any third party against the Client.

5.5.2. If the Client is subject to any of the above mentioned proceedings, the right to control the account shall only be exercised by a person specified by the law applicable to the Client. In the event that such proceedings have been initiated, the Client shall promptly inform the Company about the identity of the person entitled to act on their behalf and shall properly certify the relevant person's right of representation.

5.6. Representation of the Company

5.6.1. The persons designated as authorized representatives of the Company by the force of law shall be given a full right of representation.

5.6.2. The Financial Advisor or Introducing Broker appointed by the Client is not entitled to represent the Company.

5.7. Provisions securing the Client’s receivables

5.7.1. The financial instruments and funds owned by or conferred to the Client will be used by the Company for the purposes specified by the Client. The Company may not dispose of the financial assets and funds held by it, as custodian, but owned or conferred to the Client, as if those were the Company's own instruments, and shall ensure that the Client may at any time dispose of such financial instruments and funds. The financial instruments and funds owned by or conferred to the Client may not be used by the Company, unless the Client has granted their prior written consent to the use of such financial instruments, including the exact purpose of such use. The Client's receivables shall not be used for satisfying any claims submitted by the Company's creditors.

5.7.2. The funds owned by or conferred to the Client received by the Company within the framework of their investment services or ancillary services, or deposited in safe custody with the Company after fulfilling the Client's Order shall be promptly deposited– in accordance with Art. 4 of Commission Delegated Directive (EU) 2017/593 - by the Company:

a) with the central bank;

b) with a credit institution;

c) with a bank authorised in a third country; or

d) with a money market fund that is considered a qualified money market fund under the Investment Firms Act.

The Company may keep the money thus deposited on an omnibus account.

This section shall not prevent the Company from placing the amount of money (in particular the collateral) necessary for fulfilling the Orders in custody of a third-party investment enterprise or with an equivalent institution. The Company may retain the interest/yield earned on the funds deposited/placed in accordance with this section 5.7.2.

5.8. Confirmations

5.8.1. The Company will make available a confirmation with regard to the securities and cash transactions performed in relation to the account on the IB Platform by the end of each day.

5.9. Monthly report

5.9.1. Pursuant to Section 69 of the Investment Act, the Company will prepare a monthly report on the balance of the financial instruments and funds owned by or conferred to the Client, and on part of the balance that was subject to a securities financing transaction as well as on the profits that the Company has generated in relation to the financial instrument or funds that were subject to the securities financing transaction, including the basis for calculating such profits, and will include in the report all other mandatory items required by law (hereinafter Monthly Report), and will send such report to the Client by uploading it on the IB Platform. The Monthly Report will also be considered a monthly account statement.

5.9.2. If the Client fails to review the Monthly Report at least every three months on the IB Platform, the Company may send the Monthly Report to the Client by electronic means.

5.9.3. Pursuant to Decree No. 36/2015 (IX.24.) of the Governor of the Magyar Nemzeti Bank (MNB), the Company will provide anonymized data to MNB based on the Monthly Report, and MNB will publish and keep available for the Client the actual balance of the Client's securities and client accounts as of the last day of the reference month from the 5th business day following the date of the data supply until the 10th business day of the second month following the reference month. The Client may access the website operated by MNB https://eszlaweb.mnb.hu/Lekerdezo by using a unique ID generated by the Company and a monthly changing password to review the data provided by the Company to MNB.

5.9.4. The user ID required to log in will be generated by the Company after the opening of the account and at the same time when the first Monthly Report is made and will be uploaded on the IB Platform, while the password required to log in on the MNB website will be included in each case in the actual Monthly Report uploaded by the Company on the IB Platform.

5.9.5. The Client may at any time request that the ID or the Monthly Report be sent electronically in a Notice.

5.9.6. The replacement of an ID or password sent by mail can be requested by the Client through the Company's Customer Service by telephone or in person, after verifying their personal identity. Once the related inquiry is received, the Company will take steps to send again the requested ID or password.

5.9.7. The Client will be responsible for preventing access to their ID or password by third parties. The Company shall not be liable for damage arising from the loss of the ID or password, or from any access by unauthorised third parties.

5.10. Account statement

5.10.1. The account statement includes information for the Client on the turnover on and the balance of the account, by including the cash-related, securities and funds-related credits and debits performed on the account within the reference period and the end-of-period balance. The account statement includes all data necessary for identifying the transactions performed on the account. The Client may not request the personal receipt of the account statement, as the Company sends it on a durable medium according to the provisions set out in the Client Agreement or makes it available on the IB Platform. If the Client fails to review the Monthly Report at least every three months on the IB Platform, the Company may send the Monthly Report to the Client on a durable medium.

5.10.2. The Company will prepare a report on the financial instruments and funds owned by or conferred to the Client and placed in the custody of the Company and will make such report available to the Client on a

durable medium. The Company will send such reports to their Clients through the IB Platform, or as agreed in the provisions set out in the Client Agreement. The Client shall not have the right to request

the personal delivery of any information supply referred to in this section to the registered office, site or customer service office of the Company or its agents.

5.10.3. In addition to the Monthly Report, the information supply referred to in this section will be made available by the Company to their Clients on an annual basis, or if the Client so requests the information will made available quarterly on the IB Platform. However, at the special request of the Client, and against payment of a fee indicated in the Notice, the Company will promptly issue account statements, which will be uploaded on the IB Platform or handed over on durable media, according to the applicable contractual provisions.

5.10.4. Concerning the certification of the execution of Orders submitted by the Client, the Company shall send a performance certificate to the Client by way of a system message on the trading day following the execution of the Order in line with applicable contractual provisions. The official notice verifying fulfilment contains the data required for the identification of the operations executed.

5.10.5. The account statement certifies the ownership of the securities to third parties as of the date of its issue. The account statement shall not be transferred or assigned.

5.11. The TBSZ account

5.11.1. The Company to its (prospective) Clients who (i) are natural persons, (ii) have tax-residency in Hungary, and (iii) possess a Hungarian tax identification number offers the opportunity to conclude an agreement ("TBSZ agreement") for opening and managing a so-called long-term securities investment account ("TBSZ account"). The TBSZ agreement shall be concluded via the IB Platform to which especially the provisions of this Clause 5.11 shall apply (as well as any other provisions of the GBR). Pursuant to a TBSZ agreement the parties agree that they shall apply section 67/B of Hungarian Act CXVII of 1995 on the Personal Income Tax ("PIT Act") with respect to the funds paid specifically into the long-term deposit register ("lekötési nyilvántartás"), and especially to the amounts which - at the end of the term or upon the breaking of the TBSZ deposit – may exceed such original funds. When administering the TBSZ accounts the Company will also apply related provisions of the PIT Act such as Section 67/A on the controlled capital markets transactions.

5.11.2. The Client shall note that the beneficial tax treatment related to the TBSZ account applies only to personal income tax payable under the PIT Act (which is a Hungarian legal act) and so it does not apply to taxes, duties, levies, fees and other payables which may apply or be applied by third parties outside of Hungary with respect to financial instruments issued, traded, kept in custody or settled outside of Hungary. The Company shall credit such amount of dividend, interest etc. to the TBSZ account which is received from the Company's counterparties (i.e. even if any amount is deducted/withheld by counterparties pursuant to foreign tax laws or practices and/or without regard to the relevant treaty on avoidance of double taxation in force, the Company shall not be obligated to make up for such alleged or actual deduction/withholding) and the Company shall not be held liable for such practice.

5.11.3. In one calendar year only one TBSZ agreement may be concluded by any one Client with the Company. The condition of creating the registration into the long-term deposit register is that the Client shall pay (as first instalment) at least HUF 25,000 or its equivalent in foreign currency as starting funds.

5.11.4. A TBSZ agreement may be concluded with a Client only if the Client already has a Client Agreement with the Company, or simultaneously with concluding a TBSZ agreement the Client also concludes a Client Agreement. A TBSZ account opened pursuant to a TBSZ agreement shall form a sub-account to the (main) non-TBSZ account opened pursuant to the Client Agreement. The termination of a TBSZ agreement by the Company, or the breaking/lapsing of a long-term deposit for any reasons does not automatically terminate the Client Agreement or other TBSZ agreements concluded by the same Client. The termination of the Client Agreement does however terminate all the TBSZ agreements concluded

by the same Client with the Company, which thus may result in the loss of tax-exempt/tax-beneficial status for the funds/financial instruments registered in the corresponding long-term deposit register(s). As each TBSZ account forms a sub-account to the Client account, any restriction or limitation placed on the corresponding (non-TBSZ) Client account (whether applied pursuant to the GBR, any laws, regulations, or official resolutions) automatically applies to all TBSZ accounts opened under such Client

account as well.

5.11.5. Assets held on any TBSZ account opened under a Client account shall be segregated from assets held on any other TBSZ account opened under the same Client account and no financial instruments of any TBSZ account shall be considered collateral with respect to other TBSZ accounts. Any obligation to post or maintain collateral shall be calculated on a TBSZ account by TBSZ account basis. The Company may charge relevant costs, fees, interest etc. separately to the corresponding TBSZ account(s) instead of charging such items relating to individual TBSZ accounts(s) to the non-TBSZ main account.

5.11.6. If the Client ends up with a negative cash (money) balance on a TBSZ account (that is even if the TBSZ account on a consolidated basis, aggregating the value of all other financial instruments on the TBSZ account, has a positive balance, but the cash balance is negative) then the Company may liquidate any of Client's other financial instruments on the same TBSZ account to cover the shortfall. When such liquidation is executed, it may be that – depending on the value of the Client's available financial instruments, the minimum order size or other circumstances – the proceeds from such liquidation significantly exceed the negative balance which was intended to be covered by the liquidation. The Company may also decide - for a period and in an amount both determined in its sole discretion – to postpone liquidating assets and allow the negative money balance to persist or even increase on the TBSZ account.

5.11.7. If the Client ends up with a negative overall balance on a TBSZ account then the Company may terminate the TBSZ agreement related to that particular TBSZ account and after liquidating open positions/financial instruments any negative balance of the account opened pursuant to such terminated TBSZ agreement (as well as any claim by the Company related to that TBSZ account) shall be transferred to/consolidated with the balance of the non-TBSZ main account.

5.11.8. Unless the provisions of this Clause 5.11 are applicable (which shall take precedence over other provisions of the GBR to the extent there exists a contradiction between other provisions of the GBR and the provisions of this Clause 5.11), the provisions of this GBR applicable to a Client account shall also apply mutatis mutandis to a TBSZ account.

5.11.9. The Company has the right to unilaterally limit or restrict:

(A) the scope of currencies or financial instruments which may be placed on or with respect to which positions may be opened on a TBSZ account;

(B) the services/products which out of the general offering of the Company are offered with respect to a TBSZ account;

(C) the scope of currencies or financial instruments which may be transferred from or to a TBSZ account held at the Company (including whether transfers may be made/accepted at all).

5.11.10. Funds may only be paid and registered into the long-term deposit register in the period between the conclusion of the TBSZ agreement and the end of that particular calendar year (year zero). Once that accumulation year (year zero) ended then no further payment or transfer of any kind may be made to a TBSZ account (except for the scenario provided for in Clause 5.11.21 (B) below).

5.11.11. No funds paid into the TBSZ shall be considered to be a money deposit as regulated by sections 6:390-399 of the Hungarian Civil Code.

5.11.12. The following assets and actions are treated as depositing/payment into the TBSZ (befizetés):

(A) transfer of HUF/foreign currency to the TBSZ account;

(B) immediately after the end of the five-year term the money and/or financial instruments on the (previous) TBSZ account are re-deposited again pursuant to a new TBSZ agreement (concluded by the last day of the previous five-year term) with the proviso that – with respect to the obligation to place funds or assets worth at least HUF 25,000 - (A) the value of the assets to be registered into the long-term deposit register shall be the greater of the usual market price of the particular financial instrument on the last day of the just ended five-year deposit and the consideration paid for such instruments, and (B) the calendar year of the depositing/payment (year zero) shall be the calendar year of the fifth year of the previous five-year term. For the avoidance of doubt, Client – under the newly concluded TBSZ agreement – may deposit further funds on this new TBSZ only by the end of the calendar year which is considered as year zero (i.e. the fifth year of the previous/just ended five-year deposit).

5.11.13. The term of the TBSZ account shall be five years (not including year zero). The term starts on January 1st of the year immediately after year zero (year 0 is the year in which the TBSZ agreement was concluded and the minimum starting funds were deposited).

5.11.14. Notwithstanding provisions set out in Clause 5.11.13. at the end of the first three years (i.e. out of the five year term) the Client may:

(A) instruct the Company that he/she does not want to keep the assets on the TBSZ account for five years, that is beyond the first three years. In such case, the Company on the last working day of the three-year term shall delete the money and financial instruments from the long-term deposit register and shall end the long-term deposit register associated with such TBSZ agreement and the corresponding TBSZ agreement shall be considered terminated on 31 December of the last year of the three-year term. At the same time, funds shall be transferred to the Client's non-TBSZ account or to another account designated by the Client;

(B) instruct the Company that he/she wants only to partially keep the term of the deposit for another two calendar years. In such case, the money and financial instruments whose deposit will not be kept for another two years shall be deleted from the long-term deposit register on the last working day of the three-year term; the rest of the deposit shall remain registered in the longterm deposit register for the next two calendar years. If the Client chooses this option then he/she shall issue particular instructions to the Company as to which financial instruments and how much money he/she wants to take out from the long-term deposit register. If any item of the instruction is unclear or if any designated instrument – wholly or partially – isn't available on the TBSZ account at the end of the three-year term then the Company shall ignore such instructions. Moreover, as funds or instruments with a total value of at least HUF 25,000 or its equivalent in foreign currency shall remain in the long-term deposit register for the register to continue to exist, if carrying out the Client's instructions would leave less than such value in the long-term deposit register then Client's instructions shall be interpreted in line with point (A) above.

5.11.15. If the Client - within the deadline set by the Company – does not issue any unequivocal instruction in accordance with points (A)-(B) above then the Company shall interpret such inaction as the Client's wish to keep the entire deposit for another two years as originally intended in accordance with Clause 5.11.13. above.

5.11.16. Taking (transferring) out any funds (issuing such instruction to the Company) whatsoever from the TBSZ account prior to the end of the five-year term of the deposit (but not including instructions in accordance with Clause 5.11.14. above) shall automatically terminate the corresponding TBSZ

agreement and shall result in the deletion of all of the deposited funds/instruments from the long-term deposit register.

5.11.17. If the Client did not give an instruction to re-deposit the funds and to conclude a new TBSZ agreement then with the end of the fifth year the TBSZ account shall automatically, without further notice terminate. The Company shall accordingly delete from the long-term deposit register any previously registered funds or financial instruments.

5.11.18. Section 67/B of PIT Act makes it possible for the parties to re-conclude a TBSZ agreement after the end of the fifth year. If Client issues an instruction to prolong then the Company shall open a new TBSZ account and create a new corresponding long-term deposit register and the Company shall transfer the funds/instruments in the register/on the account to the new account/into the new register. The Client may issue a prolongation instruction only if the amount prolonged has a value/usual market value of at least HUF 25,000 (its equivalent in foreign currency). The Company shall accordingly delete from the long-term deposit register the funds/instruments with respect to which no prolongation instruction was received.

5.11.19. If the Client issued more than one instruction re a TBSZ account then the last one will be treated as effective and with the receipt of the most recent instruction and the previous instruction shall be treated as ineffective and shall be ignored by the Company.

5.11.20. The Client shall inform the Company if his/her tax residency changes. If the Client no longer possesses a valid Hungarian personal tax identification number (”adóazonosító jel”) then the Company may terminate the TBSZ agreement(s) in which case all funds/financial instruments will be deleted from the long-term deposit register.

5.11.21. With the conditions set out below and the taking into account any restrictions applied pursuant to section 5.11.9. above the Client may:

(A) transfer (by closing the TBSZ account at the Company) the entire volume of assets registered in the long-term deposit register to another investment firm or credit institution;

(B) receive the volume registered in the long-term deposit register and held with another investment firm or credit institution to a TBSZ account maintained/managed by the Company;

provided that in both cases (A) or (B) the account from which the transfer is made and the account to which the transfer is made belong to the same Client.

5.11.22. With respect to 5.11.21. (A), the Company shall accept a transfer order only with respect to the entire volume of assets registered in the long-term deposit register. The Company shall execute the order only after all the conditions to closing the TBSZ account are fulfilled (due fees paid etc.). The Company shall issue the documentation (account statement etc.) with respect to the to-be-transferred assets. If the receiving institution requests documents or data beyond the documentation regularly issued by the Company then the Client shall obtain these documents and data prior to the transfer of the assets. Since the Company does not operate in-person client relationship branches and its operations are automatized, - for technical, legal etc. reasons - delivering such extra documentation or data may take considerable time which Client must take into account prior to initiating the transfer process. The Company shall execute the transfer as per the instructions of the Client and therefore the Company shall not accept any liability for any errors which may take place due to such incorrect data (e.g. the Client instructs the Company to send the assets to a particular account but that account is not a TBSZ account or such an account does not even exist, and this action or the transferring back of the assets to the Company result in the loss of the tax-exempt status etc.). The Company may request that before the transfer the Client shall presents the acceptance declaration of the investment firm or credit institution which will receive the transferred assets.

5.11.23. With respect to 5.11.21 (B) the Company shall only accept the transfer if the Company, based on the received data, is able to fulfil its legal, regulatory, and reporting obligations. The provision of all correct data to the Company is the Client's obligation and responsibility. The Company reserves the right to suspend the acceptance procedure if there are missing data or information (also including the emergence of AML concerns), or even to return/retransfer the assets and any costs associated with such attempted transfer are treated as costs for which Client is liable. Prior to initiating the transfer of

assets from another TBSZ account to a TBSZ account managed by the Company, it is advisable to contact the Company because it may be that not all of the assets can be taken into inventory or no order may be issued via the Company with respect to certain assets (in such cases the Company is entitled to suspend the crediting of the assets to the TBSZ account managed by the Company and is entitled to reject the transfer or may re-transfer the assets). If the Client already has a TBSZ account with the Company which was registered in the same year as the assets transferred to the Company then the Company shall register the received assets by adding the newly arrived assets to the existing inventory with respect to the same year. If the assets to be transferred to the Company were registered in a year in which the Client did not conclude a TBSZ agreement with the Company, then the Company shall register the assets with respect to that respective year.

5.11.24. Any funds/financial instruments deleted from the long-term deposit register shall be automatically transferred – after taking into account any restrictions which may apply - to the non-TBSZ Client account, or to another account designated by the Client. The Company may request from the Client that prior to a transfer from a TBSZ account some or all of the open positions of financial instruments which are not transferable securities be closed (and so ultimately only money and transferable securities get transferred). The Company may refuse to execute the transfer until such positions get closed. The Company shall publish the list of the types of financial instruments which it does not accept as part of inbound TBSZ account transfers and which the Company does not allow for outbound transfers from (former or current) TBSZ accounts along with any other restrictions referred to under section 5.11.9. above on its home page.

6. Orders

6.1. The submission of Orders

6.1.1. The Company will accept Orders from Clients exclusively through its IB Platform, unless otherwise provided herein.

6.1.2. The Company will record and forward Orders and execute Orders for the Client under the Client Agreement concluded with the Client for this purpose. The Company will accept Orders from the Client, and attempt to execute them, in accordance with the terms and conditions laid down in the Business Rules. By accepting commission Orders as an intermediary, the Company undertakes to attempt a sale and purchase contract in its own name for the benefit of the Client for the financial instruments specified in the Order, at a price that is not less favourable than the limit price set out in the Order, or at market price, under the terms and conditions set forth in the Order.

6.1.3. With the exception of CFD products, for which the Company carries out activities on its own account, the Company shall not, even during the execution of the Client's buying order, acquire ownership of the instruments specified in the Order; ownership such instruments shall pass from the previous owner directly to the Client.

6.1.4. The types, validity and mandatory data content of the Orders that may be placed by the Client may vary by financial instrument and place of execution.

6.1.5. The Company shall have the right to unilaterally specify, modify and limit the list of financial instruments, transaction types and available trading and execution venues for which it accepts individual orders. The Company will disclose the list of services available from time to time on its IB Platform.

Accordingly, in the case of forward contracts to be settled not in cash but by actual physical delivery of the underlying commodities (including contracts concerning foreign exchange requiring actual delivery of foreign currency, not included in the IB Deliverable Currency List on the Company's website), the Client cannot transfer or accept the underlying commodity. In the case of positions not settled in cash, where the Company does not support the delivery or receipt of the underlying product, the Company will provide information in good time in advance on the closing date ("Closing Date"). The Client shall be liable for ensuring that it is aware of the last trading date and the Closing Date applicable to such contracts. In case the Client failed to close its positions in its contracts by the relevant date, the Company shall have the right to close the Client's position in its expiring contract at any time and in any way the Company sees fit, without prior notification to the Client. If the Client fails to close a position and the Company cannot close it either before the expiry of the contract, the Client shall be responsible for all costs of delivery and the termination of the resulting physical currency position.

6.1.6. The Company shall be responsible for fulfilling all of those obligations if it has accepted the order concerned.

6.1.7. The Company shall not be liable for any result in relation to the conclusion of the transaction as specified in the Order. In particular, the Company does not undertake to ensure that it will manage to execute the
Order at the given day's most favourable price. In the case of an Order with a limit price, the Company does not undertake to ensure that it is able to execute the Order even if the financial instrument's price reached the limit on the given transaction day.

6.1.8. Orders to be executed at a trading venue or execution venue shall be governed by the rules of the given trading venue, central securities depository, clearing house, organisation engaged in clearing house activities or central contracting party as well as the applicable laws, marketplace conventions and official regulations; it shall be the Client's obligation to familiarise itself with such rules, conventions and regulations. Changes in such rules may affect the execution of an Order even retroactively.

6.2. Recording Orders

6.2.1. Any Order, notification or request received from the Client shall become effective upon its receipt by the Company (i.e.: when it is filed and recorded by the IB Platform) without the Company being obliged to send written confirmation of receipt.

6.2.2. Orders shall be registered and stored by the IB Platform in a retraceable manner for the period prescribed by law, but at least until the end of the fifth calendar year following the year in which the Order is submitted.

6.2.3. The IB Platform shall receive Orders round the clock. The Company shall have the right to unilaterally deviate from the above rules of receiving orders; such deviations shall be disclosed in Notices in accordance with its rules on disclosure.

6.2.4. The Company shall attempt to execute Orders in accordance with their terms and conditions, on the day and at the time of their receipt at the earliest, to the best of its ability. Failure to execute an Order shall not, in itself, result in liability for the execution of the transaction concerned. The Company shall forward, and attempt to execute Orders on foreign markets.

6.2.5. The Client understands that the date of the submission of an Order and that of its receipt by the Company may be different; consequently, an Order may not necessarily be executed on the day of its submission. Consequently, although the Company shall take all steps that can be expected of its and that are prescribed for it in the contract or by law on a mandatory basis, regarding immediate registration, forwarding and execution of Orders, changes may, in some cases, take place in market processes during the time between the submission and registration, or execution, of an Order, or an Order may undergo a new risk assessment, or fall under internal risk management limits applied by the Company,

as a consequence of which it may no longer be executed, or it may only be executed in part, or under less favourable terms and conditions.

6.2.6. The Client accepts and acknowledges that the principle of best possible execution does not mean that any specific transaction will be executed with the best available terms and conditions globally in general or at the given point in time. It cannot be ruled out that market participants that are independent of the Company are able to offer better prices or quicker execution of Orders or may have access to execution venues or offer execution modes that are not available to the Company.

6.3. Modification and withdrawal of Orders

6.3.1. The formalities applying to the modification and withdrawal of Orders shall be governed by the same rules as those governing the submission of Orders, i.e. the Company's consent shall be required for modifying Orders and modification of Orders shall be regarded as valid upon the Company's confirmation of acceptance.

6.3.2. One general rule is that a modification or withdrawal of an Order shall be valid once the Company transmits the relevant certificate, regardless of whether the Client has seen it or confirmed its receipt. Requests concerning the modification or cancellation of Orders shall also be governed by the rules pertaining to the trading venue, including its timing.

6.3.3. The Company shall accept no liability whatsoever in case it has performed the commission contract in accordance with its original terms and conditions before receiving notification of the intended modifications. The resulting obligations shall be performed by the Client.

6.3.4. The Client shall not submit Orders in which it assigns the power to modify to the Company by identifying the parameters that may be modified, apart from cases where the Client uses an algorithmic type of Order, precisely specifying the process itself together with the rules on effecting such modifications. The Company shall not accept discretional Orders that require decisions to be made by the Company's employees regarding the determination of the Order's terms and conditions, apart from those laid down in the algorithm's documentation.

6.3.5. All consequences arising from procedures of the trading venues shall be borne by the Client as long as the execution of the Orders is in line with the Order.

6.4. The execution of Orders

6.4.1. An adequate funds shall be made available to the Company as a prerequisite for the execution of an Order.

6.4.2. The Company shall post confirmation of the execution of the Client's Order on the IB Platform as quickly as possible.

6.4.3. In executing an Order, the Company shall always proceed in accordance with applicable laws and the rules of the profession, in a fair and efficient manner, as befits the Client's interests.

To comply with the applicable laws and the rules of the profession and to ensure that it proceeds in a fair and efficient manner, the Company shall accept no financial or other benefit or advantage which is

- not provided or performed to or by the client or a third party acting for and on behalf of the Client, apart from cases in which the Client is adequately informed of the possibility of the indirect benefit, e.g. discount from fees or reimbursement of fees granted or paid by the trading venue or clearing house used in accordance with the Company's Best Execution policy, or a benefit provided by a third party liquidity provider,

- not provided for or by a person or organisation in the case of which

- the financial or other benefit, or the method used in calculating its amount or quantity, can be accurately, consistently and clearly revealed to the client before the conclusion of the contract or the execution of the Order, and

- the financial or other benefit is provided in Order to improve the quality of the activity performed or the service provided, and does not have a negative impact on the satisfaction of the criteria applying to execution by the Company

- not related to the Company's performance of its investment service activities or its ancillary services and has no negative impact on the satisfaction of the criteria applying to execution by the Company.

6.4.4. In executing an Order, the Company shall satisfy all sufficient criteria and condition for ensuring that the best possible result is achieved for the Client.

6.4.5. The Company shall consider that by concluding the Client Agreement, the Client confirms and acknowledges, without any separate declaration, the reading and acceptance the prevailing content of the Company's Best Execution and Allocation Policy. The Client shall keep track of changes in the contents of the Company's Best Execution and Allocation Policy even after the execution of the Client Agreement.

6.4.6. The Company shall keep records of the Orders in a chronological order and execute the Orders of identical contents in such chronological order. The Company may aggregate Orders.

6.4.7. The Company shall execute the Client's Order in a way that is the most advantageous for the Client, providing that if execution takes place in accordance with the Company's Best Execution and Allocation Policy, it shall be regarded as the most favourable execution for the Client. The information provided regarding the Company's Best Execution and Allocation Policy shall form an Annex to the Business Rules.

6.4.8. The venue of the performance of the obligations arising during the contractual relationships between the Company and the Client shall, unless otherwise provided in given specific contract, be specified in the Best Execution and Allocation Policy. If, however, the Client specifically identifies one of the venues offered by the Company at which it wishes to have the Order executed, such specific instruction of the Client shall be followed in the execution of the Order. As a result, the Client shall lose the protection and rights afforded by the policy pertaining to the execution of the Orders.

6.4.9. During the execution of the Order received from the Client the Company shall

a) immediately and precisely record and allocate the executed Order,

b) immediately execute all otherwise comparable client Orders in the chronological order of their registration, with the exception noted below, and

c) immediately notify the retail client concerned when it learns of circumstances preventing the execution of an Order.

6.4.10. The Company shall keep records of the Orders received from clients in a chronological order and execute the ones with comparable contents in the same Order, unless

a) the Order received from the Client is one with a specific limit price,

b) the relevant Order cannot be executed under the prevailing market conditions,

c) the Client has given any other instruction to the Company, or

d) execution in chronological order would be against the Client's interests.

6.4.11. If multiple Orders of comparable content are generated at the same time, the order of execution shall be determined by the chronological order of their receipt by the Company.

6.4.12. Orders with limit prices regarding stocks traded on regulated markets, which are not immediately executed owing to the prevailing market conditions, shall be immediately disclosed by the Company in a way that will make them easily accessible for other market participants, thereby facilitating their quickest possible execution, unless the Client instructs the Company specifically otherwise or if the Order received from the Client is of a magnitude exceeding the scale considered as customary at the execution venue concerned.

6.4.13. Owing to delays inherently occurring in telecommunication systems it may happen that certain Orders, particularly as regards Orders stipulating market prices, can only be executed at prices less favourable than the prices offered at the time of submission (e.g. the entire quantity of the displayed offer had been effected with regard to another client Order submitted beforehand or the price offer was being updated when the Order was received). This kind of risk may be mitigated by submitting Orders with limits.

6.4.14. Exchanges and regulators require brokers to impose various pre-trade filters and other checks to try to ensure that orders do not disrupt the market or violate market rules. Exchanges also apply their own filters and limits to orders they receive. These filters or order limits may cause the Client's orders, including but not limited to market orders, to be delayed in submission or execution, either by the Company or by the market. Filters may also result in an order being cancelled or rejected. The Company may also cap the price or size of the Client's orders before they are submitted to an exchange. The Company reserves the right in its sole discretion, without notice, to impose filters and order limits on any Client order and will not be liable for any effect of filters or order limits implemented by the Company or an exchange, market or dealer, including but not limited to any losses directly or indirectly resulting therefrom.

6.4.15. During periods of heavy trading and/or fast or volatile market conditions with wide price fluctuations ("**Fast Markets**"), there may be delays in the Company executing the Client's orders or providing trading activity reports to the Client. If the Client places a market order in a Fast Market, there may be a significant difference in the quote the Client receives prior to or at the time the Client places the order and the execution price the Client receives. By placing a market order under such conditions in a Fast Market, the Client accepts the risks and waives any claim related to a difference between quoted and execution price. If the Company, in its sole discretion, believes any particular stock is or may become volatile, the Company may, but is not obligated to, decline to allow clients, including the Client, to place orders for that stock through the Company's systems.

6.4.16. The Client acknowledges that, except as otherwise permitted in Annex 10:

a. For futures contracts that do not settle in cash but settle by physical delivery of the commodity the Client cannot make or receive delivery of the commodity. This does not apply to currencies on our deliverable currency list, which currencies may be physically delivered. The list is available on the Company's website from time to time.

b. Commodity option contracts may not be exercised and must be closed out by offset.

c. For options contracts that settle into futures contracts the Client cannot hold such options contract to expiry if doing so would result in the Client being obligated to make or receive delivery on such futures contract.

d. If the Client has not offset a commodity option or physical delivery futures position prior to the deadline specified on the Company's website, the Company is authorised to roll or liquidate the position or liquidate any position or commodity resulting from the option

or futures contract, and the Client shall be liable to the Company for all losses or costs incurred in connection with such transactions. For futures contracts that are not settled in cash, but are settled by actual physical delivery of the underlying commodity (including those foreign currency contracts that call for actual delivery of the physical currency and that are not listed on the list of deliverable currencies published on the Company's website from time to time), the Client may not make or receive delivery of the underlying commodity.

6.5. The lapse of an Order

6.5.1. An Order (one-off contract) lapses:

a) upon its performance,

b) upon the expiry of the date specified in the Order or prescribed by the trading rules in place at the given trading venue,

c) by a party's withdrawal from the contract,

d) with its termination by either party,

e) by amendment,

f) upon the Client's death or termination without legal successor.

6.5.2. The parties agree that the execution of all obligations related to the transaction shall be deemed fulfilment. The Company shall notify the Client of the execution of the Order in accordance with the Business Rules and the Notification Policy. After the execution of an Order the Company shall settle accounts with the Client as prescribed in the Business Rules.

6.5.3. Expiry of a date: when an Order has not been executed within the date set for this purpose.

6.5.4. A one-off contract may be terminated by ordinary termination only if the right of ordinary termination is granted by law or the agreement between the Parties.

6.5.5. The Parties shall have the right to withdraw from the contract if such option is stipulated in the one-off contract or is permitted by law.

6.5.6. Withdrawal or termination shall be communicated by the Parties in writing, unless otherwise stipulated herein or by the agreement between the Parties.

6.5.7. Amendment: upon an amendment the original Order shall lapse, in which case the amended Order shall be regarded as a new one.

6.6. Settlement

6.6.1. After the execution of an Order the Company will inform the Client of the fact that the Order has been executed, with details of the transactions on the account and the result of execution, in accordance with the rules on providing of information. The provision of information as referred to above, following the execution of the Order, shall at the same time be regarded by the Parties as settlement. The Client may object to the content of settlement in accordance with the Business Rules. Specific rules on various specific activities and various contracts may deviate from the regime of settlement as regulated in this section; in the case of such deviation such specific rules or the relevant individual contracts shall be observed.

6.6.2. The Client shall draw the Company's attention to any error that may have been made. Upon recognising an error the Company shall have the right to adjust, without, or contrary to, the Client's instruction, any amount or securities credited or debited to the Client account by mistake. The Company shall hold such right without limitation in time. In case there are no sufficient funds available on the account for the debiting of an amount or securities credited by mistake, the Company shall call on the Client to settle its debt to the Company. In case the Client fails to settle such debt, the Company will, from the expiry of the time set for payment, charge interest for late payment as specified in the Notice, along with other costs that are to be charged on a mandatory basis under the applicable law. The Client shall not claim indemnification on the basis of incorrect account statements that are not attributable to the Company or owing to its obligation to return.

6.6.3. Upon the termination of an Order for any reason whatsoever, the Parties shall settle accounts with each other in such a way that the Company shall credit the purchased securities to the Client account, or deposit them for the benefit of the Client, and credit the amounts received from the sale of securities, less the commission agency fee to which the Company is entitled, the management costs and other costs incurred, to the Client account. Upon the lapse of the Order without having been executed, the Company shall, at the Client's request, return the cash and securities deposited as coverage for the Order; this however, shall not exclude the Company's right to collect from the collateral coverage the fees to which the it is entitled, along with the relevant costs and other claims.

6.6.4. The Company shall not be liable for a delay in settlement if the delay has resulted, in the case of execution at a trading venue, from the trading venue's delay in settlement or, in the case of OTC execution, from any reason not attributable to the Company.

6.7. Fees and costs

6.7.1. The Company shall have the right to establish and charge, and the Client shall pay, fees and/or costs for the performance of investment service activities or for the provision of ancillary services. The amounts/rates of the fees and costs to which the Company is entitled are specified in the Notice incorporated into the Business Rules or the various specific contracts concluded with the Client.

6.7.2. The Company shall have the right to charge any costs incurred/to be incurred in relation to any of its services governed by these Business Rules, even before they have been incurred, to the Client.

6.7.3. The Company shall have the right to unilaterally modify its List of Conditions in accordance with the Business Rules. Such a modification shall enter into force at the time specified in the modified Notice, or in the absence of such, when it is disclosed on the Company's website and on the same day, as specified in the disclosure.

6.7.4. The due dates of fees and costs:

a) in the case of a commission type of transaction, at the time of the performance of the contract,

b) in the case of a securities loan once a day, during the maturity of the loan,

c) in the case of real-time data supply, each month in advance, on the first business day of the month, and, in the case of a new subscription, at the time when the contract is ordered,

d) in the case of other transactions, the Company's fees and costs shall fall due and payable when the Company performs its main obligation relating to the transaction concerned.

6.7.5. The Company shall have the right to charge the Client default interest, at the rate specified on its website, which may vary even on a daily basis, without prior notification, for late performance by the Client of its payment obligations or its obligation to provide financial instruments.

6.7.6. In addition to the default interest, the Client shall indemnify the Company for any reasonable damage and/or costs suffered or incurred by the Company in relation to the delay (including penalty interest and/or costs arising from the non-performance).

6.7.7. The Company may debit to the Client account any amount due to it as specified above, without any prior notification. The Company shall have the right to charge and enforce, in relation to the above, any and all costs that must be charged on a mandatory basis according to the applicable laws. If the funds are not sufficient for the collection of such fees, the Company shall have the right to close the Client's positions.

6.7.8. The information, report delivered to the Client or available on the IB Platform shall be deemed a payment request towards the Client with respect to the negative balance shown in them, and such payment request entitles the Company to exercise the rights specified in the terms and conditions laid down in its Business Rules and the annexes hereto, and in the prevailing relevant pieces of legislation, including, in particular, the right of termination, collection from the collateral and charging default interest for late payment.

6.7.9. Clients using the Financial Advisor's or Introducing Broker's services may have agreed with the Financial Advisor or the Introducing Broker on the amounts of the fees to which such service providers are entitled in exchange for the services provided for the client in relation to the account.

The Financial Advisor costs and fees shall be paid in addition to the costs and fees applied by the Company. The Financial Advisor shall be responsible for notifying the Client of the amounts of the Financial Advisor costs and fees due to them. The Company collects and pays the Financial Advisor the fees due to it solely on the basis of and within the framework of the Client's authorization from its account.

In the case of using an Introducing Broker, the Introducing Broker and the Client shall jointly determine the amount of fees and costs applicable to the account, provided that they may not be lower than the fees and costs indicated on the Company's website. The Introducing Broker and the Client shall jointly communicate the fees and costs agreed between them to the Company, which - instead of the fees and costs indicated on its website - shall charge and deduct these fees and costs from the account and pay them to the Introducing Broker. The Company will collect the fees and costs due to it from the Introducing Broker in an amount commensurate with the fees and costs listed on its website. In all statements made to the Client, the Company shall indicate the fees and costs actually deducted from the account.

6.8. Security deposit, collateral and the reuse of the collateral General provisions.

6.8.1. In case the Client fails to fulfil any of its obligations concerning payment, book transfer or transfer, by the relevant due date, it shall be considered to be in delay with such obligation. When the Client is past due, or when the extended performance date has passed inconclusively, if such has been provided, the Company shall have the right, in relation to the period past due, to:

- suspend the execution of the Order concerned or any and all other Orders of the Client, at the Company's discretion,
- exercise, at its discretion, its security interest, or restrict or suspend the handover to the Client of any funds or financial instruments owned or due to the Client or the Client's access to such, including the Client's right to control the Client account,
- initiate or effect forced liquidation, at the Client's cost,
- exercise its other rights specified in these Business Rules, the contracts concluded with the Client or in the Notices.

Provisions securing the Company's receivables

6.8.2. By signing the Client Agreement (which is, for the purposes of this section, a pledge contract at the same time), the Client establishes a security deposit on the Client account kept with the Company, to the benefit of the Company, and on all other funds and financial instruments of the Client kept on third party accounts for the benefit of the Client as obligee, as well as on other such client account receivables. Such security deposit shall secure any and all receivables of the Company from services hereunder, including any damage/loss, fee, cost, interest, claim for coverage, as well as receivables arising from the Company's performance of payers' obligations prescribed by laws on taxation. A security deposit shall be regarded as having been handed over when the instrument is credited to the account or otherwise taken possession of by the Company.

In case the Client fails to settle its outstanding debt to the Company on the basis of the Company's call for settlement, the Company's right to settle its receivables shall arise and the Company shall be entitled, without the Client's specific consent, to block the assets constituting the security deposit or keep them blocked until settlement, and to settle its receivables immediately and directly from the security deposit and so reduce the balance on the account. This shall involve the Company's right to charge to the Client account the amounts of the fees, costs, interests and/or other financial claims to which it is entitled, without the Client's specific approval. In this context the Company shall have the right to obtain title of the instruments through direct satisfaction and sell them to third parties. In doing so, the client account receivables shall be taken into account at their outstanding nominal value at the

time when the right of satisfaction arises, while other financial instruments shall be taken into account at their public market value or in the absence of such, at their value that can be established at the given point of time independently of the parties.

The costs associated with exercising the right relating to the security deposit and the blocking of the account shall be borne by the Client. The Company shall recognise the Client's payments, in case they are not sufficient for settling the principal amount, the interest and cost items, first for the settlement of costs, then for the settlement of interests and thereafter for the repayment of the principal debt. The Parties may, in their contract, stipulate other collaterals as well, regarding defective performance or non-performance. The Company shall have the right to unilaterally determine the Order of satisfaction.

In the case of security deposit contracts concluded with consumers, the maximum amount covered by the security deposit shall equal the maximum amount specified in the Client Agreement or in any other relevant contract, or, in the absence of such amount, USD 10,000,000. The Parties categorised as professional clients shall not regard consumers.

Netting agreement (close-out netting)

6.8.3. By executing the Client Agreement, the Client consents to the Company's effecting a netting transaction or transactions to close positions when its security interest arises with respect to the security deposit or upon the lapse of the Client Agreement at the time or times it has determined. In this context, the Company may (but shall not) convert debts and receivables arising from spot foreign exchange and securities transactions, derivative transactions, repo or reverse repo transactions, agreements regarding securities lending, agreements concerning investment loans, security deposit or other collateral contracts, or other similar transactions, concluded on the exchange or over-the-counter, concerning commodities or financial instruments, into a single net debt or receivable, as a result of which the debt or receivable applies exclusively to the net amount so established.

6.8.4. More specifically, subject to applicable European Union laws and regulations, if the Client: (i) incurs a margin (collateral) deficit in any account; (ii) defaults on any obligation to the Company; or (iii) fails to pay debts when due, the Company has the right but not the obligation to close-out the Client's transactions, liquidate all or some of the Client's collateral and apply the proceeds to any debt to the Company. The Company shall be entitled to charge the Client all commissions, spreads, costs and charges incurred.

6.8.5. Upon such close-out netting all outstanding transactions will be deemed terminated as of the time immediately preceding the triggering event, petition or proceeding. Without prejudice to any other rights and remedies available to the Company (whether by agreement, by law or otherwise) the Company reserves the right, at any time, from time to time, without notice to the Client and in its sole discretion, to combine and consolidate any or all of the Client's accounts (of whatever nature or type the Client holds with the Company or the Company's affiliates) and positive and negative exposures and/or to set off some or all of the Client's account balances and any other amounts of whatsoever nature which may be due or payable from the Company to the Client (of whatsoever nature and howsoever and whenever arising) against all interest, costs, expenses, charges, realised losses, margin on deposit, negative positions and any and all other liabilities and amounts (of whatsoever nature and howsoever and whenever arising) owed by the Client to the Company under this or any other agreement between the Client and the Company. If the Company exercises such rights of combination consolidation and/or setoff, all obligations for payment in respect of all the foregoing will be cancelled and simultaneously replaced by a single obligation to pay a net sum of cash to the Company or (if a net amount is payable to the Client) to the Client. The Company may apply the above rights regardless of the currency of any amount payable by the Company to the Client or by the Client to the Company. The Company may (whether in connection with the exercise of any rights under this Clause or otherwise) convert money standing to the Client's credit in any of Client's accounts with the Company or any other profit, loss, exposure or liability or any money received from the Client or due to be paid by the Client to the Company or by the Company to the Client from one currency to another at prevailing market rates available to the Company. The Company shall be entitled to charge the Client all commission, spreads, costs and charges incurred in connection with the foregoing. The netting and set-off rights in these sections 6.8.1-6.8.3 shall be binding towards the estate (any parties who participate in the Client's inheritance) and creditors of the parties.

Collateral involving the transfer of title

6.8.6. In the case of natural persons or retail clients, the Company shall provide no service where opening and maintaining positions would involve the provision of collateral entailing the transfer of title.

6.8.7. In the case of clients not considered as natural persons or retail clients, the Company may provide services where the Client transfers the title of the collateral to the Company (collateral with transfer of title), providing that

- there is a weak correlation between the liability to the client and the financial collateral involving transfer of title and the probability of non-performance regarding the clients' liability is low or negligible,
- the value of the funds and financial instruments under the agreement on financial collaterals involving the transfer of title is significantly higher than the client's liability (or even unlimited),
- a sufficiently high proportion of the Client's funds and financial instruments are or will be covered by agreements on collaterals involving the transfer of title, regardless of the number and the scope of individual agreements.

6.8.8. In the case of collaterals involving transfer of title

- ownership of the instrument passes to the Company and the Company acquires discretionary right of disposal in the instrument.
- the Company treats the collateral so provided as its own asset, provided that it keeps it recorded in its system as collateral provided by the Client about which it can provide the Client with up-to-date statements,
- instruments whose ownership has been transferred to the Company are managed by the Company as collateral security items in such a way that it can exercise its right of satisfaction without any further instruction, of which it shall notify the Client,

- the Company manages the instruments whose title it has acquired, as its own assets, i.e. it may transfer them as collateral security items to its own counterparties participating in the conclusion of transactions,

- assets whose title has been transferred to the Company shall be taken into account as the Company's own assets in the case of the Company's insolvency; their release as its own assets cannot be claimed by the Client in such proceeding, i.e. it can enforce such claim in the way of 'other claim'.

Collaterals covering third party claims, blocking of securities

6.8.9. The Company shall transfer to a blocked securities sub-account all assets encumbered with third party rights by the force of law, or actions taken by courts or authorities, or assets with respect to which the account holder has given such an instruction. The account statement shall show such sub-account and the assets deposited into it, in a separate line. The account statement showing the sub-account shall be transmitted by the Company to the account holder and the person to the benefit of whom or which it has registered the right concerned, as well as to the court, executor or other authority concerned, as the case may be. The Company shall follow the same procedure upon the deregistration of a right.

6.8.10. An instrument may only be released from the sub-account, or an instrument on a sub-account may be encumbered again when the circumstance underlying its blocking no longer exists and this is declared by the beneficiary of the right. In this case the Company shall immediately return the instrument to the account. If the Client has the right to dispose of the securities while they are blocked, the Company shall make sure that the instrument is credited, showing the circumstance underlying its blocking, to the blocked securities sub-account attached to the securities account kept for the new account holder. If the person to the benefit of whom the instrument concerned has been blocked, has acquired the title of the instrument, the Company shall immediately provide for its transfer to the account specified by the new owner.

6.8.11. From the date on which the declaration on blocking is issued, the Client's right to dispose of the instrument to the benefit of the beneficiary shall lapse until the blocking is terminated, or if the beneficiary exercises its right of disposal, its title regarding the instrument affected by such disposal may cease to exist. The Company will not investigate the right underlying the beneficiary's instructions; it will execute the beneficiary's instruction that is compliant in terms of format, including Orders related to the sale of the instruments concerned. The Company reserves the right to prescribe, in the case of blocking based on an agreement between the Client and a third party, as a prerequisite for executing the requested blocking, that the Client, the beneficiary and the third party conclude a trilateral agreement regarding the blocking, in which the beneficiary accepts the provisions hereof concerning blocking and execution, and the beneficiary may be requested to conduct the procedure prescribed in the Anti-Money Laundering Act.

6.8.12. Blocking shall remain in effect until the prescribed date or until withdrawal. In the case of securities with a maturity date, the blocking shall expire not later than on the last date of settlement preceding the maturity date of the security.

6.8.13. Amounts credited as proceeds from collection from instruments kept on the blocked account (including, in particular, dividends or returns paid) shall be treated in the same way as the blocked instruments themselves.

6.9. Securities lending

6.9.1. The Company may lend securities owned by it or other member of its group company, and the Company may participate as a commission agent in the lending of securities deposited with it by the Client or those kept by the Company on securities accounts for the Client. A securities loan agreement has to be concluded with the owner of the securities to enable the Company to lend securities deposited by the Client or securities kept for the Client on a securities account.

6.9.2. The securities loan agreement shall include the following:

a) description, ISIN code and type of the securities that can be or have been lent,

b) the quantity of the securities that can be or have been lent,

c) any restriction on the maturity of the securities loan, and the maturity of the securities loan,

d) the borrowing fee and the Company's fee,

e) information that the lender cannot exercise the rights embodied by the securities and other related rights, during the maturity of the loan.

6.9.3. In the lending of the securities deposited by its client, the Company shall act as a commission agent. The provisions of the Hungarian Civil Code concerning commission contracts shall apply, as appropriate, to the legal relationship between the Company and the Client.

6.9.4. Only securities in which the lender holds unlimited rights, may be the subject of a loan transaction. Nonmarketable securities or securities of limited marketability or securities encumbered with rights of first refusal, buying options, repurchase options, rights on security deposits or pledge, shall not be the subject of a loan transaction. The title of securities that have been lent shall be transferred to the borrower.

6.9.5. A securities loan transaction may only be concluded for a definite period of time. In the case of a securities loan transaction, the lender and/or the institution participating in the lending transaction as a commission agent, may require a security deposit.

The rate of the security deposit shall not be lower than the rate defined in, or on the basis of, the applicable framework contract or the specific individual contract concerning the securities loan. The amount of the security deposit shall equal the sum of the receivables arising from the securities loan contract and any associated charges, i.e. it shall cover any default interest, the costs of the enforcement of receivables and the security deposit, as well as any necessary costs incurred in relation to the subject of the security deposit. When the market value of the security deposit falls below the above level of the market value of the securities lent, the security deposit shall be supplemented, and its value shall be constantly adjusted to the market value of the securities lent. If the borrower fails to fulfil its obligation to supplement the security deposit as stipulated in the contract, the lender may seek direct settlement from the security deposit simultaneously with extraordinary termination of the contract.

6.9.6. During the securities loan transaction the lender shall transfer the title of the securities concerned, by debiting the securities to its account and crediting them to the borrower's securities account. The borrower shall, not later than on the maturity date, transfer to the lender the title of securities of the same description, type and number.

6.9.7. The borrower shall have discretionary right to control the borrowed securities, including, in particular, but not exclusively, lend them to third parties, or conclude securities financing transactions, or use the financial instruments on its own or other party's or counterparties' accounts, during the maturity of the loan.

6.9.8. During the maturity of the securities loan the lender shall not exercise its rights (including voting rights) embodied in, or associated with, the securities concerned.

6.9.9. To the extent the borrower cannot return the securities upon the expiry of the loan agreement, in the case of indemnification, the higher of the price prevailing on the day of lending or the price prevailing on the maturity date shall be taken into account as the minimum amount of the indemnification payable to the lender.

6.9.10. In case the Company exceeds the restrictions or limitations stipulated by the Client in the securities loan agreement, it shall bear unlimited liability for any damage or loss caused by such exceedance.

6.9.11. Other aspects of a securities loan shall be governed by the relevant provisions of the Capital Market Act, and the rules of the Civil Code on money loans, accordingly.

Security Yield Enhancement Program ('SYEP')

6.9.12. Clients may enroll for the SYEP, which allows them to earn an income stream by lending securities to the Company (each such loan of securities, a 'Securities Loan'), who may on-lend those securities to one of its affiliates or to an unrelated third party participant in the securities lending market who wants to borrow those securities.

6.9.13. By enrolling in the SYEP, the Client agrees to transfer, in consideration of the loan fee, any of the securities held on the Client's account to the Company in the form of a securities lending and borrowing transaction within the meaning of the Capital Market Act, in any quantity decided by the Company at its sole discretion (the loaned security in the loaned quantity shall be hereinafter referred to as: 'Loaned Securities').

6.9.14. The Company may, at its sole discretion, limit the scope of securities that are eligible to participate in the SYEP.

6.9.15. When the Company effectively loans out a security it will do so pursuant to the Capital Market Act, the ownership of the given financial instrument is transferred to the Company, which will loan out the given financial instrument to Interactive Brokers LLC (registered office: One Pickwick Plaza, Greenwich, CT 06830, United States of America). Loaned Securities will be transferred to Interactive Brokers LLC.

6.9.16. The Client understands and acknowledges that (i) the Client shall have no right of approval in respect of the securities lending transactions initiated under SYEP, and (ii) the Company shall not have any obligation to initiate the lending of any of the Client's securities.

6.9.17. At the same time when the Loaned Securities are transferred to Interactive Brokers LLC, the Company shall place cash collateral on the Client's account corresponding to the value of the Loaned Securities.

6.9.18. In return, the Company deposits cash collateral into the Client account in an amount that is equivalent to the market value of the Loaned Securities. If necessary, the value of the cash collateral will be adjusted daily to reflect market fluctuations in the value of the Loaned Securities. This cash collateral transferred to the Client account will be protected in accordance with applicable client asset requirements.

6.9.19. The Company undertakes to return the given financial instruments to the Client in the same or an equivalent form, but it will not return to the Client a financial instrument of a different type.

6.9.20. The Company shall be expressly entitled to exercise any rights associated with the Loaned Securities throughout the duration of the loan.

6.9.21. The proceeds earned on the Loaned Securities (such as dividends) throughout the duration shall be due to the Client, and therefore the Company shall promptly transfer the total of such proceeds to the Client's account as soon as they are credited on the Company's account.

6.9.22. The 'right of use' and 'reuse', if any, relating to such Loaned Securities are set forth in Article 6.11 hereunder.

6.10. Investment loan

The Company may, on the basis of investment loan contracts concluded between the Company and the Client, or on the basis of orders of materially identical contents, provide investment loans for its clients, if the Client does not have the cash balance required for the execution of on Order on its account, but can provide a collateral in the form of securities of a value exceeding the loan amount by the margin stipulated by the Company.

The terms and conditions of lending

6.10.1. As a condition precedent for the conclusion of an Investment Loan Framework Contract the Client shall accept the Risk Disclosure Statement covering the risks of such service among others, as well as it shall enter into the framework contract. An investment loan contract may only be concluded on the IB Platform.

6.10.2. The term of the investment loan contract shall be specified in the contract itself.

6.10.3. If a corporate event occurs at the issuer of the securities that have been lent which affects the number, nominal value or ISIN code of the securities concerned, the Company shall have the right to terminate the investment loan contract with immediate effect subject to its own decision, on the trading day preceding such corporate event.

6.10.4. The Company shall publish the list of securities that can be purchased with an investment loan or that can be provided as collateral, through a Notice or on the IB Platform, at its official places of publication. The Company shall have the right to unilaterally determine and modify the list of securities.

6.10.5. The Company may grant the Client a loan only in such currency or currencies in which the financial instruments that can, or that are enabled to, be traded through the Company are denominated. The Company shall disburse the loan in the currency in which the securities intended to be purchased with the loan are denominated. Thereafter, the Client may convert the currency of the loan, in relation to a transaction, to another currency, or have the loan disbursed in another currency, in accordance with its investment strategy and needs.

6.10.6. To fulfil its obligations prescribed by law, the Company shall provide data to the Central Credit Information System (Hungarian acronym: KHR). The Company shall notify its clients of the categories of data transmitted to the KHR, of the data received and the rules of data processing, in a separate notice (KHR notice).

Borrowing and repayment

6.10.7. In a transaction effected using an investment loan the entire amount of cash on the Client's account, of the currency matching the securities involved in the transaction of relevance to the lending transaction, shall be used, before lending is effected, for the purchase of the stocks concerned and the Company shall disburse the investment loan exclusively for the part of the purchase price that is in excess of the above cash balance.

6.10.8. The Client may modify Orders already registered, but not yet executed, or only partly executed, only in a way that does not result in an increase in the amount of the investment loan.

6.10.9. The Client shall pay interest on the loan amount utilised. The rate of the interest on the investment loan shall be specified in the Company's Notice. The amount of the interest on the investment loan shall be calculated on the basis of the outstanding loan amount and the interest rate; it shall be paid by the Client to the Company from the disbursement date of the loan until its full repayment. The Company shall charge the interest on the loan to the Client on a daily basis, and such interest shall be managed and recorded separately from the principal amount.

6.10.10. The loan shall be repaid by the Client in a lump sum, including interests, on the maturity date. The Company shall not be obliged to accept prepayment.

6.10.11. In case the Client disposes of any part or the whole of the securities purchased from the loan during the term of the investment loan contract, the full amount received from such sale shall be automatically used for the repayment of the investment loan taken out by the Client. The loan contract shall terminate upon the full repayment of the loan amount, together with the interests thereon. If the amount received for the sale of the last security purchased with the loan amount, is not sufficient for the repayment of the loan and the interests, the Company shall have the right to debit the remaining outstanding loan amount to the Client's cash balance, whereupon the investment loan contract shall terminate.

6.10.12. If the Client has multiple investment loan contracts in relation to a given security, upon the sale of the security the debt under the investment loan contract whose maturity date is closest to the date of sale shall be settled first.

Security deposit and lack of coverage

6.10.13. The entire portfolio of cash and financial instruments on the Client's account concerned shall serve as collateral for the investment loan contract during its term to secure the repayment of the investment loan taken out by the Client. The availability of the minimum amount of security deposit on the Client's securities account concerned, as specified in the contract shall be a condition precedent for the conclusion of the investment loan contract.

6.10.14. Moreover, the Company shall specify, having assessed the prevailing market conditions, in its Notice the financial instruments it will accept in security deposit to cover positions that need to be covered, together with the accepted values of such instruments.

6.10.15. The Client undertakes to ensure that the adequate financial instruments specified by the Company are continuously available on its relevant account throughout the entire term of the investment loan contract.

6.10.16. The Company may modify the amount of the minimum security deposit required for covering the investment loan concerned, and also the collateral value of the financial instruments used as security deposit which it takes into account for the purposes of the provision of collateral, at any time, without having to specify its reasons. The Company shall notify its clients of any change affecting the security deposit, in a Notice, at its formal places of disclosure.

6.10.17. If the ratio of the total value of the security deposits provided by the Client to the sum of all liabilities relating to the account is below the minimum level specified by the Company in its prevailing Notice ("Liquidity Level"), the Company shall have the right to sell even securities purchased from the loan, following the order of liquidation specified in the Notice, and use the proceeds for reducing the Client's outstanding loan amount (liquidation), to an extent where, after such sales, the ratio of the total security deposit to the total liability relating to the Client's account concerned reaches the entry limit.

6.11. Right of use

6.11.1. In case of a securities lending (including within the SYEP, set out in article 6.9.12. - 6.9.22. above), or an investment loan agreement, including Securities Finance Transactions within the meaning of the Regulation (EU) 2015/2365 ('Securities Financing Transactions Regulation') in addition to the articles of these Business Rules regulating these agreements, and to the extent permitted by law, the Client expressly grants to the Company a right of use of the Clients' financial instruments that are subject to the given agreement, pursuant to Article 5 of Directive 2002/47/EC ('Financial Collateral Arrangements Directive'). In addition, under the same conditions as set forth in the previous sentence, the Client grants a right of use of the Client's financial instruments if with respect to any derivative transaction the Client enters into the margin requirement is greater than Client's available

(unencumbered) cash. In this instance, the Company may accept the Client's financial instruments as collateral in exchange for satisfying the margin (collateral) requirement

6.11.2. The right of use means the right of the Company to use and dispose of the given financial collateral provided as the owner of it in accordance with the terms of the given security financial collateral arrangement, as such term is defined in the Securities Financing Transactions Regulation and the Financial Collateral Arrangements Directive, and these Business Rules. The Company will exercise the right of use to secure its own commitments made in relation to (i) a (SYEP) securities lending, (ii) an investment loan agreement, including the reuse of the collateral pursuant to the applicable terms of the Securities Financing Transactions Regulation, or (iii) any derivative transaction in which the clearinghouse requirements are greater than the Client's available free (unencumbered) cash.

6.11.3. Accordingly, the right of use under this article is in addition to the right for liquidation of a financial instrument in the event of default and does not temporarily or permanently deprive the ability of the Client to use or deal in those financial instruments.

6.11.4. In case of SYEP the right of use under this article is limited to the process until the SYEP participating financial instruments of the Client are moved from the Client account to a segregated account. When the Company effectively loans out a security it will do so pursuant to the applicable terms of Capital Market Act, the ownership of the given financial instrument is transferred to the Company, which will loan out the given financial instrument to Interactive Brokers LLC.

6.11.5. When the Company exercises the right of use, the financial instruments that are the subject of the investment loan agreement or other securities on the Client account up to 100 % of the loan amount, will be moved from the Client account to the Company's account held by Interactive Brokers LLC dedicated for holding these financial instruments.

6.11.6. When the Company exercises the right of use with respect to derivative transactions, the shortfall between the cleraring house requirements and the Client's available free (unencumbered) cash shall be covered by securities on the Client's account over which such right of use shall be established.

Such securities (designated in the Company's sole discretion) will be moved from the Client account to the Company's account held by Interactive Brokers LLC dedicated for holding these financial instruments. Clients should note that such shortfall (which is to be covered) is subject to change due – among others - to changes in market prices or changes in the policies of the clearing houses.

6.11.7. The Company warrants that either (i) each Client whose financial instruments are held together in an omnibus account has given prior express consent to it, or (ii) the Company has in place systems and controls which ensure that only the financial instruments belonging to Clients who have given prior express consent to it will be used for this purpose.

6.11.8. In return for the exercise of the right of use, the Company deposits cash collateral into the Client account in an amount that is equivalent to the market value of the relevant financial instruments. The value of the cash collateral will be adjusted daily to reflect market fluctuations in the value of the relevant financial instruments. This cash collateral transferred to the Client account will be protected in accordance with applicable client asset requirements.

6.11.9. The Company undertakes to return the given financial instruments, subject to this article, to the Client in the same or an equivalent form, but it will not return to the Client a financial instrument of a different type.

6.11.10. The Client confirms that the Client understands and acknowledges

a) the risk incurred by the granting of the collateralized financial instruments under the security financial collateral arrangement (as well as this article), and the right of use (including the reuse by the collateral taker), as set forth in Appendix 3 under the "Information Statement in

accordance with Article 15 of the Securities Financing Transactions Regulation". Furthermore, the Client confirms that the Client understand and acknowledge that the collateralized financial instruments are deemed to be under an exclusive collateral with the Company and may not be concurrently collateralized by the Client for any other purposes.

b) on the Client account statements the Company will indicate the financial instruments that are the subject of the right of use under the title Collateral for Customer Borrowing, and will indicate the financial instruments for which the right of use was exercised and/or subject to SYEP. In case of the website operated by MNB at: https://eszlaweb.mnb.hu/Lekerdezo, the financial instruments that are the subject to the right of use will be displayed, loaned securities will not be displayed; the cash collateral will not be displayed.

6.11.11. In order to avoid any misunderstanding the Parties explicitly agree that based on the foregoing,

- the 'right of use', and 'reuse', set out in this Section, shall not be considered a 'title transfer collateral arrangement', but a 'security collateral agreement' within the meaning and under the provisions of the Securities Financing Transactions Regulation.
- based on the 'right of use' and 'reuse', The Company shall hold the right to effectively loan out the financial instrument, granted by the Client as a collateral pursuant to the 'security collateral agreement' to Interactive Brokers LLC;
- the provisions set forth in this article meets the conditions set out in Section 58.§.(1)-(4), and other applicable provisions of the Investment Services Act, as well as Article 15, Reuse of financial instruments received under a collateral arrangement of the Securities Financing Transactions Regulation;
- the provisions set forth in this article shall not fall under the prohibition set out in subsection (10) of Section 16 of the DIRECTIVE 2014/65/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL (of 15 May 2014) on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (MIFID II).

6.12. Foreign exchange trading related to the investment service activity

6.12.1. The Company shall trade in foreign exchange in accordance with the applicable provisions of the Investment Act.

6.12.2. The possible ways of providing foreign exchange coverage:

a) the Client's transfer of foreign exchange to the account,

b) currency exchange in relation to a specific transaction.

6.13. Obligation to cooperate

6.13.1. The Company and the Client shall cooperate with one another in the performance and execution of specific contracts and Orders. The Company and the Client shall immediately notify each other of facts related to the contracts and the Orders. In concluding contracts and executing Orders, the Company and the Client shall respect each others' legitimate interests. In the interest of the performance and execution of contracts and Orders, the Client shall proceed as can be generally expected in the given case, while the Company shall proceed as can be expected of an investment enterprise. The Parties shall likewise facilitate the performance and execution of the contracts and the Orders. The Company shall have the right to keep ambiguous, inconsistent or incomplete Orders suspended until the terms and conditions thereof are clarified.

6.13.2. The Client shall use the electronic trading systems fairly, properly and with due respect to the interests of the Company, other clients and market participants. Excessive use of the network's capacity shall be regarded as improper use. Excessive use is when the Client uses the system's resources to such an excessive degree or in such an improper way that may have a negative impact on the system's performance or other clients.

6.13.3. The Company shall make sure to communicate with Clients and potential clients in a fair, clear and unambiguous way, provided that in the case of a professional client or an eligible counterparty the classification of the professional client / eligible counterparty and the nature of the business conducted with them shall also be taken into account. If communication is misunderstood by the Client, it shall not transfer liability to the Company, and the Client shall continue to be liable for clarifying matters in case of uncertainty about the communication.

6.13.4. The Client understands and accepts that the Company may request information on the transactions and trading activity initiated on the Client account. The Client shall provide the requested information and documentation to the Company within the specified time period. If the Client fails to provide sufficient information within the specified time period, the Company may place restrictions on the account, including but not limited to restricting the opening of new positions. The restriction does not affect closing remaining open positions.

6.14. Special cases of the Client's obligation to provide information

6.14.1. The Client shall immediately notify the Company about the following facts and events; failure to do so shall be regarded as material breach of contract on the part of the Client:

- in the case of any change in its business management, wealth or financial position, of relevance to the business relationship, or if the settlement of any due debt or any debt about to fall due, to the Company, may be affected by circumstances, or if it becomes aware of information that may result in a change in its risk bearing capacity or its client categorisation,

- if it wishes to file an application for the institution of bankruptcy or liquidation proceedings against itself, in this case the Client shall notify the Company at least 5 business days before the meeting of its decision making body,

- in case application for the Client's liquidation is filed by a third party, the Client shall notify the Company immediately upon learning of such intent,

- in case it has any public debt more than 30 days past due,

- in case the Client has failed to settle any of its payment obligations resulting from its operations, after receipt of the decision of the authority or court establishing such payment obligation, regardless of whether such decision is final and valid or not,

- any enforcement action taken against the Client, immediately upon learning of it,

- if its risk bearing capacity, risk appetite or its financial position, or investment goals, changes,

- if any contract concluded with the Company or these Business Rules prescribe an obligation for the Client to provide notification regarding any fact or event, and it does not specify the due date for the performance of such notification obligation,

- changes that have occurred in relation to the contents of any of the statements or declarations made by the Client,

- change in the Client's tax residence,

- in the case of non-natural person clients, any decision by an authority or court or other official body affecting its existence, legal capacity or its capacity to conclude contracts, if such decision has any impact on its concluding transactions or giving Orders, or the validity of its Orders or transactions,

- if: (i) the Client fails to receive an accurate confirmation of an execution or cancellation; (ii) the Client receives a confirmation that is different than the Client's Order; (iii) the Client receives a confirmation for an Order that the Client did not place; (iv) the Client receives an account statement, confirmation, or other information reflecting inaccurate Orders, trades, balances, positions, margin status, or transaction history; or (v) the Client wishes to request information about the status of an Order. The Client acknowledges that the Company may adjust the Client's account to correct any error. The Client agrees to promptly return to the Company any assets erroneously distributed to the Client.

The Company shall retain the content elements of the notifications received from the Client for a period of 5 years after the expiry of the Client Agreement, in accordance with the applicable general rules. The Company shall exclude its liability for damage arising from incorrect or late notification.

6.15. Cash Yield Enhancement

6.15.1. The Company may decide to share with the Client a portion (determined by the Company in its sole discretion) of the interest/yield earned on the Client's funds (i.e. cash) where such funds are held in a third party client asset account or in qualifying money market funds in accordance with section 5.7.2 of the GBR (the "Cash Yield Enhancement" or "CYE"). The Company will credit such CYE to Client's account in accordance with the rates (expressed in percentages, and applied as a percentage of the positive cash balance of the Client account) set forth on the Company's website. The Company reserves the right, in its sole discretion, to amend the CYE rates and the frequency with which such CYE is credited, at any time, upon notice made by posting the amended policies or CYE rates on the Company's website. The Company may (i) differentiate between CYE rates according to client type, currency or size of cash balance; (ii) use maximum (cap) or minimum (floor) values; (iii) apply exceptions or limitations.

6.15.2. The CYE payment will be treated as other income for Hungarian tax purposes. Accordingly, Hungarian tax resident Clients will be subject to withholding on the payment. In addition, the CYE payment is subject to social tax. The Company intends to treat each Client has having received payments in excess of the social security contribution base outside of the CYE payments. This means that the Company will not withholding the social tax on CYE payments. However Clients may request that the Company withhold social tax by updating their status with the Company through account management. The Company does not intend to withhold tax on CYE payments to non-Hungarian tax residents. The taxation of CYE payments is an evolving matter and Company may update its withholding procedures or determination at any time. The Company's approach is not binding on any tax authority which may take a differing position. Clients are encourage to speak with their own tax advisors as the Company does not provide tax advice.

6.16. Margin requirements and liquidation

6.16.1. The Company does not have to notify the Client of any failure to meet requirements to post and/or maintain a certain level/value of collateral (hereinafter also referred to as „margin requirement") prior to the Company exercising its rights under these GBR, including but not limited to its right to liquidate positions in Client's account(s). Unlike the practice of some other brokers and dealers who allow intraday or overnight or multi-day "grace periods" for margin compliance, the Client acknowledges that the Company generally will not issue margin calls (calls to post additional collateral) and will not allow a grace period in the Client's account for the Client to meet intraday or other margin deficiencies. The Client acknowledges that it is authorised to liquidate account positions immediately in order to satisfy margin requirements without prior notice.

6.16.2. The Client further acknowledges and agrees that margin requirements and related rules of exchanges, clearing houses and regulators generally are designed to protect the integrity of markets and capital of broker-dealers that are subject to such rules and are not generally intended to protect the Client. The Company's failure to apply or enforce margin requirements and related rules shall not give the Client any right to bring an action against the Company and nothing in these GBR constitutes a warranty or undertaking that the Company will apply or enforce margin requirements and related rules.

6.16.3. The Client agrees to the extent permitted by applicable law that the Company has the right but not the obligation, in its sole discretion, to liquidate all or any part of the Client's positions (or to establish new risk-reducing positions) in any of the Client's accounts, individual or joint, at any time and in any manner (included but not limited to pre-market/after-market trading and private sales) and through any market or dealer, without prior notice or margin call to the Client if at any time:

a. the Client's account has zero equity or is in deficit (i.e., negative equity);

b. the Client's account has insufficient equity to meet margin requirements;

c. the Company anticipates (in its sole discretion), that the holding of an option position or any other position in the Client's account likely will result in a future margin violation (for example upon expiration of a derivative position);

d. an event of default has occurred;

e. the Client Agreement has been terminated;

f. the Client submits, and the Company executes, an order for which the Client does not have sufficient funds; or

g. the Company determines (in its sole discretion) that liquidation is necessary or advisable for the Company's protection.

6.16.4. Unless otherwise required by applicable local law and regulation, the Client shall be liable and will promptly pay the Company for any deficiencies in the Client's account that arise from such liquidation or remain after such liquidation. The Company has no liability for any loss sustained by the Client in connection with such liquidations (or if the IB Platform or IB's other systems delay effecting, or do not effect, such liquidations) even if the Client re-establishes its position at a worse price.

6.16.5. The Company may allow the Client to pre-request the order of liquidation of assets in the Client's account in event of a margin deficiency, but such requests are not binding on the Company and the Company retains sole discretion to determine the assets to be liquidated and the order/manner of liquidation. If the Company liquidates any/all positions in the Client's account, such liquidation shall establish the Client's gain/loss and remaining indebtedness to the Company, if any. The Client shall reimburse and hold the Company harmless for all actions, omissions, costs, fees (including, but not limited to, attorneys' fees), or liabilities associated with any such transaction undertaken by the Company.

6.16.6. Unless a specific law in the Client's jurisdiction requires otherwise, the Client cannot assume that the Company's general policy to liquidate positions with a margin deficiency will prevent the Client from losing more than the Client has deposited with the Company. Among other things, market prices may not rise or fall incrementally and the Company may not be able to close out a position at a price that would avoid losses greater than the Client's assets at the time of such liquidation. Likewise, the Company may in its discretion delay or decide not to liquidate a position in an account with a margin deficit and shall have no liability for any loss sustained by Client in connection with such delay of or

forbearance from liquidation. If the Client wishes to avoid further losses on any position, the Client must close out the position themselves and not rely on the Company to do so.

6.16.7. If the Company does not, for any reason, liquidate under-margined positions, and issues a margin call, the Client must satisfy such call immediately as requested by depositing funds into the Client's account. The Client acknowledges that even if a call is issued, the Company still may liquidate positions at any time.

6.16.8. If any of the events itemised in 6.16. (a) to (g) above occurs, the Client agrees that the Company in its sole discretion also has the right but not the obligation, and without prior notice to the Client, to:

(A) freeze all or any part of the Client's positions or assets held in the Client's account; or

(B) exercise options positions in the Client's account.

7. Communication and Information on Turnover

7.1. General rules of communication and contact

7.1.1. Unless otherwise specified by legislation, the Company and the Client shall communicate in English. The Company, at its own discretion, may also make its services available in other languages (including but not limited to Hungarian.

The Company also makes the IB Platform available in English. Key information about the Company, these Business Rules and the Client Agreement shall be made available on the website of the Company in English.

Documents written in English shall prevail in all cases where, in the absence of applicable legal provisions, the use of Hungarian is not mandatory, but at the same time, the Company may, at its sole discretion, also make these documents available in other languages (including but not limited to Hungarian.

The Client acknowledges and accepts that third party descriptions and declarations on the limitation of liability provided pertaining to risks and products are published and disclosed in their original language. The Company may decide to translate such documents into other languages as well, but excludes any and all liability for potential errors or omissions in such translations.

This Section does not limit or prevent the Client in or from using Hungarian during complaint management.

7.1.2. The Client shall be responsible and liable for ensuring that they understand the language of the contract concluded with the Company or that of the communication with the Company. Failure to understand the legally binding versions of the contracts or documents does not release the Client from its obligation to comply with the terms and conditions accepted in the aforementioned documents. The Company reserves the right to refuse the provision of its services if it is of the opinion that the Client or the person acting on their behalf does not understand either Hungarian or English.

7.1.3. Primary contact and communication between the Company and clients shall be carried out electronically, by way of messages sent through the Company's website and the IB Platform.

7.1.4. By concluding the Client Agreement and by starting to use the IB Platform, the Client explicitly represents and warrants the following:

- in their communication with the Company, they accepts communication on non-paper-based durable media, and they consent to the Company delivering all notices and notifications, as permitted by law, on such durable media and/or the Company's website. In relation to the above, the Client represents that these means used to provide information are in line with the business existing or to be established between the Company and the Client, and for notification purposes the Client has provided their e-mail address to the Company, or otherwise declares that they have regular Internet access,

- given the nature of communication and that of submitting Orders by way of telecommunications devices, the Client shall consent to certain information that, as set out by legal regulations and which as a general rule, are to be provided in advance (particularly in respect of certain products, the so-called key information document (KID)), are only provided by the Company to the Client after the conclusion of the transaction, on the condition that prior to the conclusions of various transactions the Client may request these documents to be made available before it submits the Order and that they may delay submitting the Order until such documents are made available,

- the Client accepts that certain documents that are not available to the Company in English will be provided to the Client by the Company in the language available,

- the Client accepts the Company’s Best Execution and Allocation Policy and based thereon it consents to the Company also executing its Orders outside of trading venues.

7.1.5. The Company fulfils its obligation to provide information primarily by publishing the information it is prescribed to disclose on its website by law. In relation to the above,

a) by concluding the Client Agreement and by starting to use the IB Platform, the Client represents and warrants that they have regular Internet access,

b) by concluding the Client Agreement and by starting to use the IB Platform, the Client represents that this is the means they have selected to provide information,

c) the Company shall send the Client an electronic notice about the address of the Company's website, accurately specifying the section of the website where the given information is available, d) the Company ensures that information shown on the website is up-to-date at all times, and is available to the Client for as long as these may be necessary for the Client.

7.1.6. The Company and the Client shall, in general, communicate with each other through notifications and notices sent to one another.

7.1.7. The Company allows the Client to request clarification and information on the execution of the Order given by the Client and on the balance of their account held by the Company in departure from these Business Rules and the contents of the Notice.

7.1.8. The Company may send the Client information pertaining to foreign financial instruments (such as securities prospectuses, financial reports, net asset value calculations, etc.) in other languages accepted by the Supervisory Authority, or stipulated by the laws of Hungary, or generally used in money markets and in other international financial transactions.

7.2. Notices

7.2.1. Concerning the certification of the execution of Orders submitted by the Client, the Company shall send a performance certificate to the Client through the IB Platform on the trading day following the execution of the Order in line with the applicable contractual provisions. Information on the current

status of credits and debits shall be provided to Clients to their client account. The performance certificate contains the data required for the identification of the operations executed. The clients of the Company are required to have a valid and working e-mail address reported to the Company (such e-mail address shall be used as the address for notification purposes), where the Company may send the performance certificates. In the absence of a valid and working e-mail address, the Client's trading rights may be limited by the Company.

7.2.2. The Client may at any time request a written account statement for additional charges as specified in the Notice.

7.2.3. The Client shall immediately notify the Company about changes in their contact details submitted to the Company (postal address, e-mail address, telephone number). All liability for late notice or for the accuracy of the reported data are borne by the Client.

7.2.4. Means used by the Company to provide information:

a) electronic messages to the e-mail address specified by the Client, or through the IB Platform, b)

publication on the website.

c) notification by post to the contact address specified by the Client.

7.2.5. The Client may fulfil its obligation to provide information to the Company:

a) through the IB Platform,

b) over the phone if such is explicitly stipulated in the Business Rules.

7.2.6. If notices are sent electronically via e-mail, the obligation to provide information is considered fulfilled if

a) successful delivery to the specific address or telephone number is confirmed by the IT system of the Company, or

b) the Company's system does not indicate any data transfer errors, and/or confirms delivery to the target address or telephone number, however, the electronic message is not sent or sent with a delay for reasons not attributable to the Company.

7.2.7. If the Company fulfils its obligation to provide information as set out in the Investment Act using a durable medium, the detailed rules governing the provision of information in such particular manner are set out in the Notice.

7.2.8. If information is provided by post, the obligation to provide information shall be deemed fulfilled on the earliest date of the following:

a) for addresses within the country, on the fifth day following posting,

b) for foreign addresses, on the fifteenth day following posting,

c) on the date of the attempted delivery if

a. the recipient has refused to accept delivery;

b. if the document sent to the most recent contact address reported by the Client is returned marked as "recipient unknown".

7.2.9. The Company may notify its Clients through its website if the content of the given notification concerns a large group of Clients.

7.2.10. The Client shall immediately notify the Company if any notifications expected from the Company fail to arrive in due time. If no objections or complaints are submitted in respect of any information provided, within the 30-day period open from the date of receipt for such objections or complaints, the Company may consider the contents of the notification accepted by the Client.

7.3. Durable media and written form

7.3.1. In the context of the legal relationship between the Parties, the following are considered to be durable media:

- the IB Platform,
- the Company's website,
- e-mails sent to the e-mail address specified by the Parties (typically including, but not limited to "read-only" files or PDF files sent as documents attached to such e-mails),
- any other medium that enables the Client to permanently store data intended for them for a period that is appropriate for the purpose of the data, and to display the stored data in an unchanged form and with unchanged content.

7.3.2. In the absence of statutory requirements that prescribe the given representation, information or notification to be made in writing, but it is required to be made on a durable medium, also including cases where the law considers the durable medium as written form, then such representation, information or notification may, in addition to the written format, also be made on other durable media.

8. Price Quotes, News and Information Services, Investment Research and Financial Analysis

8.1.1. Using the Company's website (including links to third party websites), the Client is afforded the opportunity to access price quotes, news, investment research, financial analysis and other information services. These and similar pieces of information (for the purpose of this Section: "Information") may be prepared by service providers independent of the Company. The Information is the property of the Company, the service providers concerned or their licensees, and is protected by law. The Client undertakes not to reproduce, distribute, sell or use for business purposes the Information without the written consent of the Company or the service providers.

8.1.2. The Company reserves the right to discontinue access to the Information.

8.1.3. No part of the Information represents a recommendation or an offer to buy or sell by the Company.

8.1.4. Investment research and financial analysis prepared by third party may contain non personalized analysis, recommendation or information related to an issuer or a financial instrument which may influence an investor's decision to make his or her own or other investors' money or other assets dependent, in whole or in part, on the effects of the capital market, including but not limited to any opinion as to the present or future value or (target) price of such instruments. The Client acknowledges that the investment research and financial analysis made available to him by the Company are not personalized and do not take into consideration the specific circumstances of the given Client. The Clients may subscribe only to those investment research and financial analysis the

Company made available from time to time. The Company does not prepare or make available special investment research and financial analysis upon the request of the Clients. The Company publishes these investment research and analysis as is and does not substantially alter the content.

8.1.5. Neither the Company nor the service providers guarantee the accuracy, timeliness or completeness of the Information, and the Client should consult an advisor prior to making any investment decisions.

8.1.6. The Client may rely on the Information at their own risk. The Company does not examine whether the given Client is entitled to use the Information available through the website or IB account Interface under the laws applicable to them. There is no guarantee, express or implied, that the Information used by the Client is suitable for the Client or to accomplish their goal.

8.1.7. The availability of certain Information not drawn up or compiled by the Company (including but not limited to certain research and analsysis) may be subject to charges disclosed in the Company website or the given IB account Interface. Such fees and charges (including but not limited to certain research or analysis) shall be paid by the Client using their own funds.

8.1.8. In case of marketing communication, for purposes of Directive 2014/65/EU, the communication has not been prepared in accordance with legal requirements designed to promote the independence of investment research, and that is not subject to any prohibition on dealing ahead of the disssemination of investment research, unless otherwise communicated by the Company.

9. Recording Telephone Conversations

9.1.1. Telephone conversations between Clients and the Company on the Company's landlines shall be recorded. The Company reserves the right to also record conversations made through other telephone lines, of which it shall inform the Client in advance. Such information may also be included in the Notice. The Company records and stores its telephone conversations with the Client on a durable medium complying with the provisions pertaining to media, and it shall disclose such recordings at the Client's request. The Company has no obligations to draw up a report on such recordings, unless such is required by law. However, the Company provides the Client with the opportunity to listen to such recordings, by accepting to comply with the applicable security, confidentiality, data protection and privacy rules.

9.1.2. The Client shall keep the recordings disclosed to them confidentially, and as such may not disclose them to unauthorised third parties without the prior written consent of the Company, and the Client shall have full liability to indemnify the Company for the violation of these rules. Furthermore, the Client accepts and acknowledges that the Company shall not be held liable for damage (in particular the breach of securities secrets) arising from the inappropriate handling of copies of such recordings.

9.1.3. The provision above does not affect the Client's rights to legal remedies under the law or contracts (in particular its right to turn to the National Bank of Hungary, to the Financial Arbitration Board or to the court, provided that the legal conditions to do so apply) and to use the recordings in the interest of exercising such right.

9.1.4. The telephone conversations recorded by the Company have full probative force in the legal relationship between the Parties.

Rules pertaining to the recording of telephone conversations

9.1.5. The Company records telephone conversations on the telephone numbers specified by it on a closed electronic medium. Such medium serves to record telephone conversations with the Client, and such

data (conversations) are stored using means ensuring unchanged form and content for a period of at least 5 years or until the end of the period stipulated by the Supervisory Authority or the law, in a

manner that is also available to the Client, ensuring that such data (conversations) are accessible and available to the Client at the Company, thereby also allowing the Client to store the data intended for them in a format corresponding to the purpose of the data, and to display such stored data with unchanged form and content.

9.1.6. The Company allows its Clients to listen to the recordings at the Company's registered office, between the hours of 10 a.m. and 3 p.m., at a time previously agreed on, in the presence of the Company's representatives.

9.1.7. The recordings are the property of the Company.

10. Relevant Communication

10.1.1. All relevant information pertaining to the conclusion of transactions and the provision of services, but otherwise not included in the Business Rules, the Notice or any other documents or other materials disclosed to the Client in printer or electronic form, shall be communicated to the Client through a recorded telephone line.

10.1.2. Thus, the Company only makes recordings or records of personal meetings with the Client if information concerning transactions with the Client or the offers to the Client, is communicated during such meetings. In all other cases, the contents of the personal meetings with the Client may not be considered to be relevant communication, unless they are confirmed as part of recorded telephone conversations.

10.1.3. In the context of the legal relationship between the Parties, relevant communication shall mean conversations and the exchange of messages that impact client order services relating to the receipt, forwarding and execution of Orders, but irrespective of whether the Order is submitted if communication is made through telecommunication devices and electronic channels.

10.1.4. Relevant information shall mean:

- the time and day of the meeting,
- the venue of the meeting,
- the participants,
- the initiator of the meeting,
- description of the key topics of the meeting,
- key data of the client Order, including the description of the financial instrument, the type of Order, the direction of the transaction, the venue of execution, the volume, the price/exchange rate, the Order’s currency, the time of execution, the costs of the Order, the volatility of the product group.

11. Liability

11.1. Liability of the Company

11.1.1. In the course of its activities, the Company shall act with due care and attention with regard to the Client’s interest. Except as provided for in the Client Agreement, in the law, and in these Business Rules, and except for cases where material breach by the Client that is not remedied despite a formal notice, the Company shall neither limit nor exclude its liability for the performance of its contracts,

including in particular the Client Agreement and Orders.

11.1.2. The Company excludes its liability for:

a) the performance of any contract or Order becoming impossible to perform for reasons beyond the Company's liability under the applicable laws,

b) damage resulting from force majeure events or external events beyond the Company's control that disrupt the Company's operations, and in particular damage resulting from legislative changes, failures in data transmission networks, or omissions or failure of third-party providers,

c) damage caused by administrative regulations, whether domestic or foreign, or by licences being refused or granted late,

d) damage resulting from differences in the enforcement and exercise of the rights and obligations in foreign financial instruments,

e) non-performance where the Company's action is prevented by a legal dispute between the Client and a third-party, or by conduct attributable to a third party,

f) damage resulting from the Client's failure to fulfil an obligation.

11.1.3. The Company shall not be liable for the capability of individual Orders to be performed and shall not warrant that financial instruments may be sold or purchased under the terms specified by the Client. The Company shall provide information about financial instruments to the best of its knowledge, but it shall not be held liable if the extent of price movements in specific financial instruments is not consistent with the information provided, or where the movements indicated fail to occur.

11.1.4. The Company shall not be liable for damage resulting from Orders placed by the Client in error or in an incomplete manner. The Company shall not be liable for the Client's supplying incorrect data for carrying out an Order. The Company shall not be held liable for damage incurred by the Client as a result of a failure on the part of a credit institution or other entity performing a credit transfer or securities transfer, including delays in credit transfers.

11.1.5. The Client shall acknowledge and accept that unless the Company is required by law, it is not obligated to notify the Client about announcements by the issuers of financial instruments, corporate events that have been announced, are in progress or have been completed, or offers, restrictions and information concerning transformations, acquisitions or exchanges of securities or otherwise related to the relevant financial instruments, and that the Client shall be required to monitor changes in the issuers' corporate documentation in effect from time to time, as well as of their announcements and Notices. Additionally, the Company shall have no obligation to represent the Client at corporate events.

11.1.6. In the event of the Company's material breach of contract, the Client may, with immediate effect, terminate any contract or respectively withdraw from the contract or Order concerned, and demand indemnification from the Company for the damage caused by the breach, including justified expenses, subject to the restrictions set out in the Business Rules.

11.1.7. Except as provided for in the law, and in cases of the Client's material breach of contract that is not remedied despite a formal notice, the Company shall not limit or exclude its liability for the performance of its contract.

11.2. Liability of the Client

11.2.1. In respect of all transaction types, material breach by the Client shall mean:

a) failure to fulfil a payment obligation to the Company despite a formal notice,

b) failure to provide a collateral in the amount specified for the type of transaction concerned, withdrawal of collateral before expiry, failure to honour a request to supplement the collateral despite a formal notice, failure to provide a collateral that is free and clear of all encumbrances,

c) provision of securities, financial instruments or exchange products that are non-existent, invalid, or not free and clear of all encumbrances, or of which the Client does not have free control,

d) repeated occurrence, despite a formal notice, of erroneous, incomplete or late fulfilment of obligations regarding cooperation, notifications, information, reporting or disclosures, provision of false or misleading data or information to the Company, or engagement in any other conduct that would compromise further cooperation with the Client, or the good business reputation of the Company if the business relationship were to be maintained,

e) engagement in conduct that is inconsistent with the Business Rules or specific contractual or legal provisions, and constitutes material misconduct,

f) other circumstances that occur at any time regarding the Client or any of the Client's contracts or transactions on grounds of which refusal to contract is warranted under the Investment Act or other applicable laws,

g) the occurrence of circumstances whereby the Company's maintenance or continued performance of the Client Agreement, or of any other related contract, would be rendered unlawful (including in particular, without limitation, prejudice to legal regulations on preventing money laundering and terrorist financing, insider trading, and market manipulation).

11.2.2. In the event of a material breach by the Client, the Company may, with immediate effect, or in the case of a securities account contract, under the terms of termination without cause, terminate or withdraw from any contract, and it may demand indemnification from the Client for the damage caused by the breach (including the actual injury caused, lost profits, and non-pecuniary damage), as well as for any justified expenses. In the event of a material breach by the Client, the Client shall be liable for any resulting damage, except where the Company has contributed to the occurrence of such damage, in which case the Parties shall be responsible for the damage in proportion with their respective liabilities. Where money is owed or an obligation to deliver securities is delayed, the Company shall, whether under specific terms or otherwise, be eligible for default interest on the amount of the late payment or the market value of the securities concerned.

11.2.3. Where liability for breach of contract or damage is excluded or limited by the Company under these Business Rules, such shall not be interpreted as an exclusion or limitation of liability for any breach of contract or damage caused wilfully or is harmful to human life, physical integrity, or health.

12. Provisions for Specific Disclosures

12.1. EMIR reporting on behalf of clients

12.1.1. Under Regulation (EU) No 648/2012 of the European Parliament and of the Council on OTC derivatives, central counterparties and trade repositories (hereinafter EMIR), Regulation (EU) No 148/2013 supplementing EMIR with regard to regulatory technical standards on the minimum details of the data to be reported to trade repositories, and Regulation (EU) No 1247/2012 laying down implementing technical standards with regard to the format and frequency of trade reports to trade repositories according to EMIR (hereinafter collectively EMIR Regulations), Clients that are legal entities, including entity without legal personality, are required to report their derivative contracts to trade repositories.

12.1.2. Reporting required under the EMIR Regulations shall be made to the competent trade repository in accordance with the data content and periodicity specified in those Regulations, in respect of exchange-traded and OTC derivatives (hereinafter collectively: derivative contracts) for financial instruments as set out in points (4) to (10) of Section C of Annex I to Directive 2004/39/EC as implemented by Article 38 and 39 of Regulation (EC) No 1287/2006.

12.1.3. Under the mandatory EU regulations, the Client has full liability for the reporting obligation, but may authorise the Company to fulfil that obligation for and on behalf of the Client. Any Client that is subject to a reporting obligation under the EMIR Regulations shall enter into an agreement with the Company for the fulfilment of the reporting obligation or provide a statement that the obligation will be complied with by the Client.

12.1.4. The performance of the reporting obligation shall be subject to the fees charged by the Company as set out in the Notice.

12.1.5. To fulfil reporting obligations, every legal entity Client, including entity without legal personality, must be assigned with a Legal Entity Identifier (hereinafter LEI or LEI code). While obtaining a LEI is also the sole responsibility of the Client, when commissioned in that regard the Company undertakes, for the fee set out in the Notice, to make arrangements to obtain a LEI on behalf of the Client. Where the Client already holds a LEI at the time of entering into the Forward Framework Contract, the Client shall notify the Company of such request.

12.1.6. The Company shall have the right to select the data repositories to which it is to make obligatory reporting on the Client's behalf. The Company shall publish the list of the data repositories concerned, as well as any changes made to that list, by means of a Notice at its official disclosure locations.

12.1.7. The Company shall not be held liable for incorrect, incomplete or late disclosures, or for reporting that is compromised or prevented by transmission failures.

12.1.8. Data shall be transferred for supervisory purposes and shall be made known to the competent supervisory authorities.

12.2. LEI code

12.2.1. Where a non-natural person Client has requested services involving a transaction or a product the delivery of which, under the Investment Act, MiFIR and/or Regulation (EU) No 648/2012 of the European Parliament and of the Council on OTC derivatives, central counterparties and trade repositories (EMIR), and Regulation (EU) 2015/2365 of the European Parliament and of the Council on transparency of securities financing transactions and of reuse (SFTR), requires, for clearing and statutory reporting purposes, that the Client's Legal Entity Identifier (LEI) to access and clear the service is communicated to the Company in advance, the Client may only have access to the service after it has provided the LEI to the Company in writing.

12.2.2. The obligation and responsibility to obtain and arrange for the continuous maintenance of a LEI shall rest with the Client.

12.2.3. Where prior to placing an Order, the Client fails to provide the Company with the details required for the Company to fulfil the reporting and disclosure obligations, including in particular the LEI, or fails to arrange for the continuous maintenance and active status of the LEI, the Company shall be under an obligation to refuse the conclusion of the relevant transaction.

12.2.4. If the LEI provided by the Client is not valid, but the transaction may otherwise be concluded, notably in cases where the transaction is not subject to Regulation (EU) No 648/2012 of the European Parliament and of the Council, the Client shall have full responsibility and liability to the Company for the consequences of providing an invalid LEI, including any consequences following from the disclosures to be made by the Company.

12.2.5. The Client shall acknowledge the obligation to hold a valid LEI at all times for the purposes of statutory disclosures, failing which the Company may refuse the conclusion of transactions.

12.3. National identifier (National ID)

12.3.1. In cases where, under the applicable EU legal regulations, transactions require the use of a National ID in respect of a non-natural person Client, the Client may only have access to the service when the Company has been provided with the data to derive the National ID in accordance with Article 6 and Annex II of Commission Delegated Regulation (EU) 2017/590. Such data are as follows:

- the surname, first name and date of birth for both the Client and their proxy in cases where CONCAT can be derived for the Client in accordance with Article 6 and Annex II of Commission Delegated Regulation (EU) 2017/590,

- the personal identity code/identity card number specified in Article 6 and Annex II of Commission Delegated Regulation (EU) 2017/590 for both the Client and their proxy in the case of countries where CONCAT cannot be derived.

12.3.2. The obligation and responsibility to provide the Company with up-to-date data as required for the National ID shall rest with the Client.

12.3.3. Where, prior to an individual transaction, the data required to have the National ID derived are not provided by the Client to the Company, the Company may refuse to enter into the transaction concerned.

12.3.4. The Company has no obligation to verify the accuracy and validity of the National ID. Accordingly, if the data provided by the Client to have the National ID derived is not valid, but the transaction may otherwise be concluded, the Client shall have full responsibility and liability to the Company for the consequences of providing an invalid National ID, including any consequences following from the disclosures to be made by the Company.

13. Termination of the Contract between the Company and the Client

13.1. Withdrawal

13.1.1. Clients qualifying as consumers may withdraw from the Client Agreement within 14 days of the date of the contract without a justification.

13.1.2. The Client's right of withdrawal may be exercised in writing and shall be deemed to have been exercised within the relevant time limit, provided that the notice of withdrawal is posted within the time limit set out in this Section.

13.1.3. The legal consequence of withdrawal is that the contract between the Company and the Client is terminated with retroactive effect, i.e. as if it had never been concluded. Accordingly, to the extent possible, the Parties attempt to restore the initial situation that existed before the date of the contract.

13.1.4. The right of withdrawal under this Section shall not be available to a consumer who has placed an Order for financial instruments subject to the Investment Act, nor in cases where the Company has started to perform the contract at the express request of the Client, having exercised control over the account in any way, including the crediting of the amounts transferred by the Client.

13.2. Mutual agreement

13.2.1. In the event of the legal relationship between the Company and the Client being discontinued by mutual agreement, the parties shall agree on arrangements for any contracts and Orders with the Client, as well as for the method and time limit for settlement between the Parties.

13.3. Termination by notice

13.3.1. The Client may terminate the Client Agreement without a notice period; however, termination shall only be valid if the Client does not have a negative balance on their Client account, and at the same time designates another account provider, does not have an investment loan contract, and only holds assets the transfer of which to another service provider is ensured. The Company shall transfer the portfolio on the Client account to the account on the date specified by the Client, or where no date has been specified, no later than the fifth day following its receipt of the termination notice. Upon termination of the Client Agreement, all individual contracts with the Client shall also automatically terminate.

Additionally, for the termination by the Client to be valid, the Client shall be required to close all Orders outstanding under individual contracts and investment loan contracts within the notice period. The Company's claims on the Client shall survive, including its enforcement options and collateral securing each contract, until full recovery of the Company's claims.

13.3.2. The Client Agreement with the Company may be terminated by the Client for or without cause in a written statement or using any durable medium specified in these Business Rules.

13.3.3. The Company may terminate the Client Agreement, without prejudice to provisions in the latter for servicing the securities account, in writing by giving a notice period of 30 days. In such cases, the Client Agreement shall remain in effect between the Parties only with regard to the servicing of the securities account.

13.3.4. The Company may terminate the Client Agreement, including provisions in the latter for servicing the securities account, in writing by giving a notice period of 30 days if

- the Company abandons its activity; or
- the Client fails to comply with a payment obligation regarding the servicing of their account despite repeated formal notices.

13.3.5. The Company may also terminate the Client Agreement, without prejudice to provisions in the latter for servicing the securities account, for cause with immediate effect if

- the Client has committed a material breach of contract in violation of these Business Rules or the Client's contracts with the Company,
- the Client's transactions, Orders involving the Client account, allegations made concerning the Company, or any other unlawful actions are inconsistent with the contractual terms and conditions governing the Client's legal relationship with the Company, or
- the Client fails to meet the obligation to offer a reasonable level of cooperation in proceedings, whether initiated by the Client or the Company, or
- the Client, in communication with the Company or any of its representatives, officials, employees or agents, uses language that is defamatory, threatening or otherwise objectionable, and fails to adjust that language despite a specific request to that effect, or

- the Client's conduct, action or statements harm or compromise the business reputation or equitable interests of the Company, in view of which the Company can no longer be expected to maintain its business relationship with the Client.

13.3.6. The Company may also terminate the Client Agreement, without prejudice to provisions in the latter for servicing the securities account, in writing, without cause, by giving a notice period of 45 days.

13.3.7. Upon serving the notice, the Company shall request the account holder Client to designate, in a written statement to be delivered to the Company during the notice period, the new securities account

provider to which the securities credited to the Client account are to be transferred. In the absence of a designated new account provider, and where the securities cannot be transferred for any reason to the designated account provider, the rules of negotiorum gestio and possession without title (custody) shall apply in conjunction with the provisions of the Capital Market Act, subject to a fee charged by the Company as set out in the Notice.

13.3.8. Where the Client account is closed without a new account provider being appointed, or the securities cannot be transferred for any reason to the designated account provider, the Company may, at its option, except as provided in Section 145(2a) of the Capital Market Act, deposit the securities into a judicial escrow account, or make arrangements for their custody.

13.3.9. Claims shall become due immediately upon the termination of the Client Agreement. As a consequence of the termination, the Client Agreement, investment loan contracts shall also be terminated, on grounds of which the Company may also sell any securities purchased from the funds borrowed.

13.3.10. Upon the termination of the Client Agreement, the balances of the accounts serviced for the Client shall become due. The Client shall not be eligible for default interest from the Company on the due amount of any positive account balance.

13.3.11. As a consequence of the termination, the Client Agreement, all contracts made under the Client Agreement between the Parties shall also be terminated.

13.3.12. The terms and conditions of these Business Rules shall remain in full force and effect following the termination of the contract until complete settlement.

13.4. Dissolution with or without a legal successor

13.4.1. If the Client decides to dissolve without a legal successor, it shall immediately notify the Company to that effect. Where a decision has been made for dissolution without a legal successor, the Company shall proceed according to the rules set out in these Business Rules (Termination). In the event of dissolution with a legal succession, the contract shall remain in effect between the Company and the legal successor.

13.5. Death

13.5.1. The Company shall immediately be notified of the death of the Client in writing by the Client's heir or relative, or a party with the right to give instructions regarding the Client account. The Company shall exclude its liability for any damage resulting from notification errors or delays. Upon the death of the Client, the balance of the Client account shall become part of the Client's estate as of the moment of death. Positive balances and securities shall only be released or credited by the Company to eligible parties designated as such in a final grant of probate, with negative balances enforced against the same parties.

13.5.2. From the date on which the Company receives information of the Client's death until being presented with the grant of probate, the Company shall block the Client account. When the final grant of probate

has been adopted and presented to the Company, the Company shall proceed according to the provisions set out in the grant of probate, entering into a Client Agreement with each heir, with funds and investment assets held in the deceased Client's Client account credited, in accordance with the grant of probate, to the accounts set up for the heirs. The provisions of these Business Rules shall apply mutatis mutandis to the Client Agreements concluded with the heirs.

13.5.3. Where the securities cannot be distributed according to the grant of probate, the Company shall only have the right to credit the securities upon being presented with the unanimous and unambiguous statement of all designated heirs, documented in an official deed or in a private deed of full probative force, concerning the distribution of the succession securities held by the Company.

13.5.4. After becoming officially informed about the Client's death, regardless of whether the legal relationship continues to exist, the Company shall not be under an obligation to send subsequent account statements concerning the deceased Client account. Additionally, the Company excludes its liability for any damage occurring between the Client's death and the Company receiving officially information about the death.

13.5.5. The contracts between the deceased Client and the Company (including in particular the contract for servicing the Client account) shall automatically terminate without any additional act when the Company has transferred all of the assets in the Client account to the heir(s), and when the liabilities of the deceased Client to the Company have fully been settled by the heir(s).

13.5.6. In any case, the Company shall open a new Client account for each heir and enter into new contracts with each heir for the services provided by the Company. The contractual relationship between the Company and the deceased Client shall not continue between the Company and the heir(s).

13.6. Offsetting

13.6.1. When the contractual relationship is terminated, the Company may offset its claims against its liabilities of the same kind to the Client, in accordance with the rules set out in the Civil Code. In that process, the Company may enforce any of its claims against the funds and financial instruments held in the Client account, in accordance with the rules of these GBR applicable to non-performance.

14. Possession without title (custody)

14.1.1. All funds and financial instruments that are not covered by a valid contract with the Client shall be taken into custody by the Company (hereinafter the custody), and the Company shall manage those funds and instruments in accordance with Section 145 of the Capital Market Act, and with the rules set out in the Civil Code for possession without title and negotiorum gestio.

This Section shall also apply to the management of funds and financial instruments obtained by the Company by means of a cross-border portfolio transfer where, prior to the transfer, the person concerned has not specifically agreed to the Company's Business Rules, and the laws governing the operation of the transferring company do not require an approval by the competent authority, however, where the same laws allow for the transfer of the management of the assets concerned even in this case ("Special Portfolio Transfer").

14.1.2. The Company shall only be bound by an obligation of custody:

- until a new account provider is notified, where the securities account is discontinued on grounds of termination by the Company

- in the case of a Special Portfolio Transfer, until a new account provider is notified or until the Company's Business Rules are accepted.

Until the occurrence of the above events, in respect of the balance held by the Company on the custody account, the account provider's obligation to identify owners at the issuer's request or as ordered pursuant to the Supervisory Authority's decision shall be suspended as regards the disclosure of the beneficiary data, and the account provider shall also be released from the obligation to issue an ownership certificate.

14.1.3. The assets taken into the Company's custody shall be held separately for each person in a securities account in "custody" status in the case of securities and other financial instruments, and in a client account in "custody" status in the case of funds (hereinafter collectively the Custody account). The Company shall not pay interest on the funds held in a Custody account.

14.1.4. For its custody, the Company may apply a fee as set out in the Notice, which it may charge automatically in accordance with the applicable laws, without any specific arrangements or notification. In respect of securities transfers, funds transfers, and cash payments originated from that account, the Company may charge the fees and charges set out in the Notice for each service.

14.1.5. Where the funds available in the Client's Custody account are insufficient for a fee to be charged, the Company may sell the financial instruments in its custody and deduct the fee due to it from the consideration received. Similarly, the costs to sell shall be borne by the person concerned and charged to the balance of the Custody account.

14.1.6. Any benefits drawn from the financial instruments held in the Custody account shall automatically be taken into custody without any specific arrangements.

14.1.7. As regards custody, the person concerned may only provide instructions as to their entire balance held with the Company. The Company shall only be obliged to carry out the instruction when the person concerned has repaid his/her entire outstanding debt to the Company.

14.1.8. Concerning the Custody account, the person concerned may not submit any transaction orders other than an Order to settle outstanding debt to the Company.

14.1.9. The Custody account shall be terminated when one of the following occurs:

a) all of the funds and financial instruments held in the account have been transferred or withdrawn, b)

the account balance has been exhausted,

c) having repaid their entire outstanding debt to the Company, the person concerned enters into a new Client Agreement with the Company, with a new account opened.

15. Confidentiality

15.1.1. "Trade secret" means a fact, information, other data and an assembly of the foregoing, connected to an economic activity, which is secret in the sense that it is not, as a body or as the assembly of its components, generally known or readily accessible to persons dealing with the affected economic activity and therefore it has pecuniary value, and which is subject to steps made with the care that is generally expected under the given circumstances, by the person lawfully in control of the information, to keep it secret.

15.1.2. "Securities secrets" shall mean all data and information that is at the disposal of the Company concerning specific Clients relating to their personal information, financial standing, business operations and investments, ownership and business relations, and their contracts and agreements

with the Company, and to the balance and money movements on their accounts. For the purposes of legal provisions applicable to securities secrets, any person who receives services from the Company shall be considered a Client.

15.1.3. Persons acquiring any trade or securities secrets shall keep them confidential without any time limitation. All facts, information, solutions or data classified as trade or securities secrets may not be disclosed to third parties without the consent of the Client to whom they pertain, and may only be used on a need-to-know basis. A person acquiring any trade or securities secrets may not use such for their own benefit or for the benefit of a third party, whether directly or indirectly, or to cause any disadvantage to the Company, or its Clients. Any information that is declared by specific other laws to be information of public interest or public information and as such is rendered subject to disclosure, may not be withheld on the grounds of being treated as a trade secret.

15.1.4. Securities secrets may only be disclosed to third parties if:

a) so requested by the Client to whom they pertain, or their lawful representative in an authentic instrument or in a private document with full probative force expressly indicating the particular data, which are considered securities secrets, to be disclosed,

b) the regulations in Section 118(3)–(4) and (7) of the Investment Act provide an exemption from the requirement of confidentiality concerning securities secrets,

c) so facilitated by the Company's interests for selling its receivables due from the Client or for enforcement of its outstanding claims.

15.1.5. Compliance with obligations concerning the disclosure, transfer and reporting of data as provided for in the Investment Act and the Capital Market Act shall not constitute a breach of confidentiality concerning securities secrets.

15.1.6. The requirement of confidentiality concerning securities secrets shall not apply when the agencies and authorities specified in the Investment Act make a written request for information from the Company. Written requests shall indicate the Client, group of Clients or account about whom or which the agencies or authorities are requesting the disclosure of securities secrets, as well as the type of the data requested and the purpose of the request. The entities authorised to receive information shall use such information solely for the purpose indicated in the request. The Company may not refuse to disclose information, alleging their obligation of secrecy.

16. Data Protection

16.1. General rules

16.1.1. With a view to ensuring compliance with legal regulations on data protection in client communication, the Company processes the Client's personal data according to, in particular, Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information, and to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, hereinafter the GDPR).

16.1.2. The Client's personal data may only be processed to the data subject's consent, or when processing is required by law or becomes necessary to perform a contract; additionally, Client data may also be processed in the legitimate interest of the Company. Personal data may be processed, whether with the consent of the data subject or based on authorisation conferred by law, in particular when required for the performance of a task carried out in the public interest or in the exercise of official authority, in the fulfilment of the official tasks of the controller or the recipient third party, for the protection of the data subject's vital interest, for the performance of a contract between the data subject and the

controller, in the legitimate interests of the controller or a third party, or in the legitimate operation of a charitable organisation. Where a data subject has requested restricted processing, processing shall be restricted, and such personal data shall, with the exception of storage, only be processed with the data subject's consent or for the establishment, exercise or defence of legal claims or for the protection of the rights of another natural or legal entity or for reasons of important public interest of the European Union or of a Member State. For the purpose of proceedings requested by the Client, their consent for processing their data to the extent necessary shall be considered granted. The Company shall include the fact that information was provided about data processing in individual contracts.

16.1.3. The rights of the Client (or the Client's proxy) and their enforcement:

a) a data subject may request confirmation as to whether or not data relating to them are being processed,

b) the rectification or erasure of their personal data, with the exception of those processed by order of legal regulation,

c) the data subject shall have the right to object to the processing of data relating to them if processing is carried out solely for the purpose of enforcing the rights and legitimate interests of the controller or the recipient, or if personal data is used or transferred for the purposes of direct marketing, public opinion polling or scientific research,

d) the data subject may seek legal remedy for any violation of their rights.

16.1.4. Matters concerning data protection, details of Client rights and the means of enforcing those rights are set out in Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information (hereinafter the Privacy Act), and to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, hereinafter the GDPR).

16.1.5. The Company may transfer the Client's personal data in compliance with the legal regulations, and may engage data processors.

16.1.6. In due observation of the provisions on data protection, the Company shall be authorised to outsource the activities connected to its operations as well as those statutory activities that involve data processing by controllers and processors, or data transfers. Outsourced activities and outsourcing service providers are specified in the Annex incorporated into these Business Rules. The specific terms of data processing are set out in the Data Protection Notice.

16.2. Rules applicable to the Data Protection Officer

16.2.1. The Data Protection Officer shall be designated on the basis of his or her expert knowledge of data protection law and practice and ability to fulfil the tasks referred to in this Section.

16.2.2. The Company shall disclose the electronic contact details of the Data Protection Officer in the Data Protection Notice and on its website. Requests to the Data Protection Officer may be sent by any data subject. The Data Protection Officer shall in the performance of his or her tasks have due regard to the risk associated with processing operations, taking into account the nature, scope, context and purposes of processing.

16.2.3. Tasks of the Data Protection Officer:

a) provision of information and advice to employees on their obligations related to data protection,

b) arrangements for data protection training, raising awareness on data protection,

c) verification of compliance with applicable data protection requirements,

d) cooperation and communication with the supervisory authority,

e) compliance with other obligations as set out in the GDPR and in other laws the application of which is mandatory for the Company.

16.3. Data Processing Records

16.3.1. In order to demonstrate compliance with the GDPR, the Company shall maintain records of processing activities under its responsibility.

16.3.2. The Company shall maintain a record of processing activities under its responsibility. That record shall contain all of the following information:

a) the name and contact details of the controller and, where applicable, the joint controller, the controller's representative and the data protection officer,

b) the purposes of the processing,

c) a description of the categories of data subjects and of the categories of personal data,

d) the categories of recipients to whom the personal data have been or will be disclosed including recipients in third countries or international organisations,

e) where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and, where appropriate, the documentation of suitable safeguards,

f) where possible, the envisaged time limits for erasure of the different categories of data,

g) where possible, a description of the technology employed to safeguard the security of data processing, including the pseudonymisation and encryption of personal data; the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and the fact that a process is in place for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

16.3.3. For customer information purposes, the Company shall publish a simplified extract of the Data Processing Records on its website.

17. Consumer Protection and Complaint Handling

17.1.1. The Company shall respond to Client notifications, and shall address and remedy their complaints. In meeting that obligation, the Company shall proceed in accordance with the Complaint Management Policy, which is incorporated into these Business Rules. The Company’s Complaint Management Policy is available on the Company’s website.

18. Investor Protection

18.1.1. Pursuant to the Capital Market Act, investment companies are required to set up an Investor Protection Fund (hereinafter the Fund), which the Company has joined on a mandatory basis. The Fund shall be responsible to compensate eligible investors for losses in the amount defined in specific laws. Compensation may be paid in respect of a frozen claim arising from contract that is covered by the Fund and was concluded by the Fund member after 1 July 1997. The Fund's liability for indemnification shall occur if the Supervisory Authority initiates the opening of liquidation proceedings against a Fund member in accordance with the Investment Act, or upon a court order for the liquidation of a Fund member.

18.1.2. Coverage provided by the Fund shall be available in respect of claims arising from contracts concluded as part of the Fund member's commission trading, trading, portfolio management, securities custody and depositary, securities account servicing and client account servicing operations.

18.1.3. Coverage provided by the Fund is not available to

a) the state,

b) budgetary agencies,

c) companies solely and permanently owned by the state,

d) local authorities,

e) institutional investors,

f) compulsory or voluntary deposit insurance, institution and investor protection funds; and g) Pension Guarantee Funds,

h) extra-budgetary funds,

i) investment firms, exchange members, and commodity dealers,

j) financial institutions,

k) the Supervisory Authority,

l) the executive employees of Fund members and their close relatives,

m) any entity or natural person having a direct or indirect holding of five per cent or more in the capital of a Fund member carrying voting rights, and any company they control, as well as the close relatives of natural persons, as well as the foreign equivalents of the foregoing.

18.1.4. For the purposes of paragraphs k) and l), no compensation shall be paid if it applies to a Fund member in connection with which the settlement procedure is in progress in any extent for the period between the date on which the contract underlying the claim was executed and the date on which the claim for compensation is lodged.

18.1.5. Coverage provided by the Fund shall not apply to claims in connection with any transaction that was financed by funds of criminal origin, as declared by a final court decision. Coverage provided by the Fund shall not apply to claims in connection with any transaction that is denominated in a currency other than euro or the legal tender of a Member State of the European Union or the Organisation for Economic Cooperation and Development (OECD).

18.1.6. Compensation to eligible investors shall be paid upon application. The Fund may specify formal requirements for the applications. Investors may submit an application within one year from the first day specified for filing the claims. If an investor was unable to lodge a claim for some excusable reason, they may submit the application within thirty days when such reason is eliminated.

18.1.7. The Fund shall compensate investors entitled to compensation for claims up to a maximum amount of one hundred thousand euros per person and per investment firm (Fund member) on the aggregate. The amount of compensation paid by the Fund is one hundred per cent up to one million Hungarian forints, and for amounts over the one million Hungarian forint limit, one million forints and ninety per cent of the amount over one million Hungarian forints.

18.1.8. The day of the opening of the liquidation proceedings is to be taken into consideration when determining the maximum amount of compensation.

18.1.9. For the purposes of determining the coverage level, all of the insured claims of an investor and the claims not released by the Fund member are to be consolidated.

18.1.10. Where, in its capacity as Fund member, the Company has any claim from a Client in connection with investment services that is overdue or is scheduled to expire before payment of indemnification, it shall be deducted from the investor’s claim when determining the amount of compensation.

18.1.11. The Fund provides compensation only in money. The Fund is required to post a notice in its official disclosure locations within fifteen days from the day on which the liquidation order was published, to inform investors about the possibility to file claims. The Fund shall specify the date from which claims are accepted, the form in which claims are to be lodged, and the name of the paying agent. The first day specified for filing the claims must fall within a thirty-day period from the date on which the liquidation order was published.

18.1.12. Upon the claimant supplying the contract underlying the insured claim along with all information required to verify his eligibility, and if the records maintained by the respective Fund member are also available, the Fund shall be required to process the investor’s application for compensation within ninety days from the date when the application was submitted.

18.1.13. If the contract supplied by the investor underlying his claim for compensation and the records maintained by the relevant Fund member are in harmony, the Fund shall verify compensation to the extent substantiated by such documents and shall proceed to pay the compensation at the earliest possible time within a ninety-day period. In justified cases the settlement date may be extended, subject to prior approval by the Supervisory Authority, once, by up to another ninety days.

18.1.14. The date of payment of settlement shall be the first day when the investor actually had access to the funds provided in compensation.

18.1.15. Governments of countries in which Clients of the Company reside, or countries in which Clients of the Company invest, may take economic and/or political actions that are adverse to investors and such actions may negatively affect Client's account. Client agrees that the Company is not liable for such actions. For example, if Client invests in securities, futures, foreign currency or other investment products in a foreign jurisdiction, such assets, or cash to secure such assets, typically will be held at a bank, clearinghouse or other facility in such foreign jurisdiction. Assets and cash held in foreign jurisdictions are inherently vulnerable to the risk that the government in such jurisdiction could freeze or confiscate or take some other action against such assets for some purpose, temporarily or permanently. Likewise, even with respect to investments within Client's own country, governments may freeze or take other action against such assets on the basis of political, economic, or military conflict. Client acknowledges and agrees that the Company (and its affiliates) cannot and will not protect Client from actions by any governmental, political, military, or economic actor that may adversely impact Client's assets held by the Company, its agents or subcustodians. Client agrees

that that the Company (and its affiliates) is not liable for any losses or damages Client may incur as a result of any such action.

19. Taxation

19.1.1. Where taxable income is generated for the Client as a result of a transaction subject to these Business Rules, the Company shall comply with the obligations applicable to it in its capacity as payer under the tax laws in effect and shall carry out tasks required in terms of financial accounting, recording, and reporting.

19.1.2. For all transactions with the Company where tax implications arise and the tax laws in effect require the Company to request the presentation of certain documents from the Client, the Client shall be obliged to provide these documents at the request of the Company. Failing that, the Company may refuse to enter into or perform contracts and may otherwise act in accordance with the tax legislation in effect. The Company excludes liability for any resulting damage.

19.1.3. The Company excludes its liability for damage resulting from its deduction of a higher tax amount due to the Client's failure to supply the documents required for a more favourable tax assessment in due time. The Company shall not be obliged to provide any specific notification in that regard, and all Clients shall obtain information about the tax rules and benefits applicable to them.

19.1.4. In its capacity as payer, the Company shall assess and deduct the tax on the Client's taxable income in accordance with the law in effect. The Company shall pay the deducted tax to the tax authority as and when required by law. A certificate showing the total amount and title of the income, the taxable

amount, and the amount of tax deducted, shall be issued by the Company and handed over or delivered to the Client upon payment. The certificates required by law shall be issued by the Company to the Client within the due dates provided for in the laws in effect. The Company shall keep records of the amounts paid to Clients who are private individuals, and of any taxes assessed and deducted, in accordance with the applicable laws.

19.1.5. Prior to the due dates set out in laws on taxation, persons that are not subject to Hungarian tax laws may, in their own interest, supply the Company with a statement to specify the country the rules of which apply to them as taxpayers, along with the relevant documents required by law. Failing to submit such a statement, the Company excludes liability for any resulting damage.

19.1.6. Where an international agreement provides for tax rules that are different from the Hungarian tax laws in effect and are more favourable to the Client, the Company may apply the provisions of the international agreement instead of those in the Hungarian law, provided that it has obtained sufficient evidence from the foreign Client on their foreign tax residence.

19.1.7. Foreign tax residence can be proved by submitting a certificate of residence that has been issued by a foreign tax authority and meets the formal criteria for foreign documents as specified in these Business Rules. In the absence of a certificate of residence, the Company shall assess and deduct the tax in accordance with Hungarian tax legislation as in effect from time to time, regardless of the provisions of any international agreement.

19.1.8. Information made available by the Company concerning a particular tax treatment or tax implication shall depend on the individual circumstances of each Client and may be subject to change in the future.

19.1.9. The Company shall not provide tax consultancy to the Client, and shall not be obliged to inform the Client about any tax benefits available to the Client.

20. General Rules for Portfolio Transfers

20.1.1. Subject to the Supervisory Authority's prior consent, the Company shall be permitted to transfer its portfolio of contractual obligations to another investment firm. The Company may also take over portfolios of contractual obligations from other investment firms and commodity dealers. In its capacity as transferor, the rights of the Company vis-à-vis the Client shall be governed by the provisions of the Civil Code regarding assignment. The costs and commissions arising in connection with the transfer of accounts cannot be charged to the Client.

20.1.2. The transfer of account portfolios by the Company shall be governed by the provisions of the Civil Code on the substitution of debt.

20.1.3. When transferring an account portfolio, the Company shall notify its Clients prior to the effective date of the transfer agreement about:

a) the proposed transfer,

b) the provisions contained in the following paragraph, and

c) information regarding the place and time where and when the transferee's standard service agreement can be obtained, and the format in which it is available.

20.1.4. If the Client rejects the person or the standard service agreement of the transferee investment firm, the Client shall supply a written statement to the transferor investment firm within 30 days, indicating: a) the investment firm of their choice, and

b) the number of the securities account, securities custody account and other accounts this investment firm services on the Client's behalf for investment-related financial transactions.

20.1.5. If the Client:

a) fails to supply the statement within the 30-day limit referred to above, or

b) the statement supplied is incomplete,

it shall be construed as an acceptance of the transferee investment firm, and their standard service agreement.

20.1.6. Upon acceptance of the transferee investment firm, and their standard service agreement, the financial instruments and funds held for or belonging to the other client shall be transferred from the transferor to the transferee investment firm effective as of the date indicated in the notice, and they shall become subject to the standard service agreement of the transferee investment firm.

21. Suspension, Restriction or Revocation of the Company's License

21.1.1. Where the Supervisory Authority suspends the Company's license to perform investment services for a definite period of time, upon receipt of the Supervisory Authority's decision to that effect the Company shall request all serviced Clients to designate, by means of a written statement sent to the Company within the timeframe specified in the decision, the new securities account provider to which they request the securities held on their accounts to be transferred. Failing the designation of a new account provider, and where the securities cannot be transferred for any reason to the designated account provider, the Company shall deposit the securities into a judicial escrow account. When the

Company has its license for investment services or exchange trading rights revoked, it shall act in accordance with the applicable decisions and measures.

22. Incentives

22.1.1. Other than the benefits specified in these Business Rules, in respect of retail clients and professional clients the Company shall not accept either financial or non-financial benefits from third parties in the course of providing investment or ancillary investment services.