



**General Terms & Conditions of
Brokerage Services of
KBC Securities N.V. Polish Branch**

1 May 2012

Chapter I General provisions

§ 1

The General Terms & Conditions of Brokerage Services of KBC Securities N.V. Polish Branch (“**GTCs**”) determine the rules of providing brokerage services by KBC Securities N.V. Polish Branch such as:

- 1) opening and running of securities accounts and cash accounts, the latter used for the purpose of servicing securities accounts,
- 2) safekeeping and recording of changes in the position of the securities held,
- 3) accepting, transferring and execution of orders to buy or sell financial instruments.

§ 2

The terms defined below have to be understood as follows:

- 1) “**KBCSP Agent**” – an entity included by the PFSA on the list of agents of investment firms, acting on behalf and on the account of KBCSP offering services within the scope of the activities provided by KBCSP,
- 2) “**a broker**” – an international financial institution authorized to trade financial instruments admitted to trading on the foreign markets,
- 3) “**Head Office**” – the office where KBC Securities N.V. Polish Branch has its registered office,
- 4) “**derivatives**” – derivatives admitted to trading on the market,
- 5) “**business days**” – weekdays from Monday till Friday, except public holidays,
- 6) “**information document**” – a prospectus for an issue or an information memorandum,
- 7) “**instruction**” – it shall mean every instruction of the Client other than “order” or “DDM order”,
- 8) “**WSE**” – the Warsaw Stock Exchange (Giełda Papierów Wartościowych w Warszawie S.A.),
- 9) “**KBC Group**” – subsidiaries, controlling companies and entities associated with KBC Bank N.V. with its headquarters in Belgium, among which KBC Securities N.V.,
- 10) “**financial instruments**” – securities and derivatives,
- 11) “**KBCSP**” – KBC Securities N.V. Polish Branch,
- 12) “**NDS**” – the National Depository for Securities (Krajowy Depozyt Papierów Wartościowych S.A.),
- 13) “**the Client**” – a natural person, a legal entity or an organizational unit without legal personality classified as a retail client, in accordance with the Ordinance:
 - a) that entered into an Agreement with KBCSP;
 - b) that is in the midst of entering into an Agreement and for whom KBCSP makes efforts to conclude an Agreement,
- 14) “**Digipass**” – it shall mean an electronic device generating codes changing in time, required to log in to the transactional internet platforms provided by KBCSP,
- 15) “**PFSA**” – Polish Financial Supervision Authority (Komisja Nadzoru Finansowego),
- 16) “**organized trading**” – trading of securities or other financial instruments executed on the territory of Poland on the regulated market or via a multilateral trading facility (“**MTF**”),
- 17) “**the organizer of trading**” – a stock exchange or another entity organizing a regulated secondary market, an MTF, or over-the-counter (“**OTC**”) transactions of financial instruments on foreign markets,

- 18) "**securities**" – shares, pre-emptive rights, rights to shares, warrants, depositary receipts, bonds, mortgage bonds, investment certificates and other negotiable securities, including property rights, equivalent to rights attached to shares or equivalent to rights arising from debt issues, issued under the provisions of Polish or foreign law, or participation units in UCITS traded on foreign markets,
- 19) "**POS**" – KBCSP outlet including KBCSP Call Centre,
- 20) "**investment account**" – a securities account, on which financial instruments are registered for safekeeping, rights to new shares which are not securities and pre-emptive rights, until they are entitled to dematerialization, and an associated cash account,
- 21) "**operational register**" – a register of financial instruments and rights to obtain financial instruments,
- 22) "**the Ordinance**" – the Ordinance of the Finance Minister as of 20 November 2009 on the procedure and conditions for the operation of investment companies, banks as referred to in Art. 70 section 2 of the Act on trading in financial instruments, and custodian banks,
- 23) "**the market**" – a regulated stock exchange and/or OTC or MTF,
- 24) "**the session**" – a WSE session or transaction day on the regulated market or a trading day of an MTF or trading day on the foreign market,
- 25) "**the Table**" – KBCSP's Fee and Commission Table, that constitutes an Annex to the GTCs,
- 26) "**the Agreement**" –
 - a) an agreement for providing brokerage services with respect to securities and running an investment account ("**Basic Agreement**");
 - b) an agreement for providing brokerage services with respect to derivatives;
 - c) an agreement for providing brokerage services with respect to trading derivatives on foreign markets,
- 27) "**short sell agreement**" – an agreement, upon which the Client undertakes to sell securities, that are not in his/her possession at the moment of placing the order, if all conditions per Article 7 Section 5 of the Act are not met,
- 28) "**the Act**" – the Act of 29 July 2005 on Trading in Financial Instruments,
- 29) "**pledge**" – it shall mean a pledge as referred to in the Act of 6 December 1996 on the Registered Pledge and Pledge Register,
- 30) "**currencies**" – it shall mean Polish currency or foreign currencies as referred to in the Act of 27 July 2002 on foreign exchange,
- 31) "**registered pledge**" – a pledge established in accordance with the Act on the Registered Pledge and Pledge Register,
- 32) "**order**" – it shall mean an order to buy or to sell financial instruments,
- 33) "**DDM order**" – order at broker's discretion,
- 34) "**broker order**" – it shall mean an order or an offer, and also the reply to any such offer issued by KBCSP on the basis of the Client's order, transferred to the appropriate market, as referred to in the Ordinance, in order to execute said order.

§ 3

1. KBCSP provides brokerage services in compliance with its GTCs and the Agreement in writing.
2. Services are provided to the Client through a POS, phone, via Internet or other technical devices.

- 2a. KBCSP has the right to record phone conversations with a Client (with no obligation to inform the Client personally) and to use the recorded conversations for evidence.
3. KBCSP can provide other services than described in the GTCs, according to terms defined in an agreement with a client or by specific rules.
4. KBCSP may perform some of its activities through intermediary of a KBCSP Agent.
5. KBCSP is liable for the damages resulting from nonperformance or inappropriate performance of the obligations described in the Agreement, with reservation of the other situations described in the GTCs. In case of Clients not being classified as consumer as meant by the Law of 13 April 1964 - Civil Code, KBCSP is liable to the limit of the value of factual damage.

§ 4

1. Subject to subparagraph 2 all correspondence shall be delivered to the e-mail address submitted by the Client in writing upon the signing of the Agreement.
2. Whenever the binding law or the GTCs require delivery of information by mail, the correspondence shall be sent via mail to the address indicated by the Client when signing the Agreement; if the correspondence is undeliverable due to lack of an appropriate address, sending the correspondence to the most recent address indicated by the Client shall be deemed to have been effectively delivered.
3. KBCSP shall not bear any responsibility for damages arising from the Client's failure to timely notify KBCSP of a change of address.
4. Account statements and some other notifications shall be delivered by e-mail and other means of communication or via permanent data carriers. KBCSP reserves the right to send information via e-mail, if the Client submitted his/her e-mail address and gave its consent to sending information by e-mail.

§ 5

1. KBCSP shall charge fees and commissions for providing brokerage services and opening and running an investment account as specified in the Table. Fees and commissions as specified in the Table are the maximum fees charged by KBCSP. In certain cases KBCSP may decide to charge lower fees or commissions than specified in the Table.
2. The Client is obliged to keep the cash in the amount required to cover his/her liabilities towards KBCSP, including fees and commissions. KBCSP is entitled to collect commissions and fees as specified in the Table from the Client's investment account.
3. If the Client fails to settle his/her liabilities towards KBCSP, including fees and commissions as specified in the Agreement and the GTCs, and if there is no sufficient cash on his/her investment account to fulfil KBCSP's claims, KBCSP shall have the right to sell the Client's financial instruments at the best market price to cover the amounts due.
4. Detailed principles of fees and commissions are described in the Table.

§ 6

1. In accordance with the Act and the Ordinance KBCSP is obliged to divide clients into 3 categories: eligible counterparties, professional clients and retail clients.
2. KBCSP notifies every Client about the allocated category.
3. The Client may demand a change of the allocated category within the rules defined in the Ordinance.

§ 7

1. A potential conflict of interest in the meaning of the applicable law may arise in connection

with providing services by KBCSP to the Client under the Agreement.

2. In order to prevent any conflicts of interest, KBCSP implemented the Conflicts of Interest Policy to identify the circumstances which could cause the conflicts of interest. This policy includes also procedures, that should be followed, and measures that should be introduced to deal with cases of conflicts of interest. KBCSP undertakes to act according to the principles of this policy.
3. Except from the Conflicts of Interest Policy KBCSP shall have:
 - 1) physical arrangements restricting the flow of information between different organization units,
 - 2) internal regulations ensuring the protection of the flow of confidential information or information being considered as a professional secret,
 - 3) internal regulations defining the principles of investing on one's own account by KBCSP's employees.
4. In the event of any actual or potential conflict of interest, KBCSP shall apply the following principles:
 - 1) the principle of priority of the Client's interest over KBCSP's own interests and own interest of its employees,
 - 2) the principle of priority of the Client's orders execution (the Client orders are executed in the sequence in which they have been placed, unless stated otherwise),
 - 3) the principle of disclosing any conflict of interest.

Chapter II Signing Agreements

§ 8

1. Agreements with KBCSP shall be concluded exclusively on the territory of Poland. Prior to the signing of the Agreement KBCSP shall provide the Client with the detailed information concerning KBCSP and the services offered to the Client under the Agreement, as well as the description of financial instruments, which are subject of sale or purchase transactions executed by KBCSP, and a description of the risks related to trading these financial instruments.
2. The information referred to in Subparagraph 1 shall be delivered to the Client in the way defined in § 4 of the GTCs.

§ 9

1. Prior to the signing of the Agreement, KBCSP shall request the Client to inform about his/her knowledge and experience with respect to financial instruments and investment experience, that are indispensable for the assessment whether the brokerage service, to be provided upon the prospective Agreement, is suitable for a given Client, taking into consideration his/her individual situation.
2. Information as referred to as in Subparagraph 1, concerns:
 - 1) types of brokerage services, transactions and financial instruments known to the Client,
 - 2) character, size and frequency of financial instrument transactions executed by the Client and period in which they have been executed,
 - 3) level of the Client's education, current or previous professions, if it is relevant for the assessment.
3. If any service or financial instrument to be provided to the Client is not appropriate for the Client in the opinion of KBCSP based on information received from him/her, KBCSP shall

warn the Client.

4. If the Client does not submit information as referred to as in subparagraph 1 or if he/she submits insufficient information, KBCSP shall warn the Client that this makes it difficult for KBCSP to assess properly whether a given financial instrument or brokerage service is appropriate for him/her.

§ 10

1. The Client wishing to conclude the Agreement shall sign the appropriate copy of the Agreement. The Agreement can be concluded either in Polish or English. In justified cases the Agreement may be concluded under individual provisions agreed upon by both parties.
2. Subject to provisions of § 13 of the GTCs the Client shall sign a copy of the Agreement:
 - 1) in the presence of an KBCSP employee, or
 - 2) his/her signature is certified by a KBCSP Agent, or
 - 3) his/her signature is certified by a public notary or by a Polish consul general.

§ 11

3. Prior to signing the Agreement, a client being a natural persons – Polish resident – shall be required to present his/her personal identity document i.e. an ID card, passport together with a document certifying the place of residence (e.g. permanent or temporary right of residence, or driving license), and provide a specimen signature.
4. Prior to signing the Agreement, a client being a natural persons – non-residents – shall be required to present his/her personal identity document with a photograph together with a document certifying the place of residence and provide a specimen signature.
5. A non-resident Client shall submit to KBCSP a current residency certificate in order to be taxed with a preferential rate. Otherwise, a non-resident client shall be regarded as a resident for the tax purposes.
6. Natural persons are required to submit a photocopy of their personal identity documents with series and number, address and photograph as well. This requirement applies also to their proxies.

§ 12

Upon signing of the Agreement persons representing legal persons or an organizational unit without legal status are required to present their personal identity documents and the following documents:

- 1) an extract from the appropriate register or certificate of entry in the business activity register,
- 2) a certificate of the statistical identification number (REGON), when the entity is required to obtain such a number,
- 3) tax identification number ("**NIP**"),
- 4) relevant documents defining the persons authorized to represent the Client, insofar as such persons are not specified in the aforementioned documents,
- 5) specimen signatures of the persons authorized to act on the Client's behalf based on their position or of the proxies authorized to manage the Client investment account,
- 6) photocopies of personal identity documents with series and number, address and photograph of persons referred to in item 5,
- 7) other documents, if required by KBCSP.

§ 13

1. The Client can conclude a remote Agreement with KBCSP by sending two fully completed and signed copies of the Agreement. The sample form of the Agreement can be found on the KBCSP website www.kbcmakler.pl together with all relevant annexes. To conclude the remote Agreement, the Client is obliged to fulfil all the requirements as mentioned on KBCSP website www.kbcmakler.pl.
2. The remote Agreement shall come into effect provided that (1) the Client provides a bank account number of which he/she is the holder, (2) the documents sent by regular mail by the Client are approved by KBCSP and (3) one copy of the remote Agreement signed by KBCSP is sent to the correspondence address indicated by the Client, subject to Subparagraph 3 below.
3. The investment account of the Client shall not be active until a personal identification of the Client takes place in one of the POS or the investment account is funded via a cash transfer from the Client's bank account indicated in the Agreement. The Client's bank must have its residence in an EU member state.

§ 14

1. When Agreements are to be concluded by a proxy, the Client shall grant a special power of attorney to conclude the Agreement on his behalf:
 - 1) in the presence of an KBCSP employee, or
 - 2) with the Client's signature certified by a KBCSP Agent, or
 - 3) the Client's signature certified by a public notary or by a Polish consul general.
2. If the document is neither in Polish nor in English, its Polish translation by a sworn translator shall be attached to this.

§ 15

1. The Client shall immediately notify KBCSP in writing of any changes in the data submitted when signing the Agreement, subject to Subparagraphs 2 and 3. In this case the Client shall be obliged to provide relevant documents certifying the change of the data.
2. The Client, who under the provisions of the signed Agreement may provide instructions via either telephone or Internet shall provide KBCSP with his/her valid telephone number, email address, correspondence address, and address of the appropriate tax office via these technical means in so far KBCSP Internet application allows for this.
3. The Client may change the name, official address, correspondence address, phone number, the name and address of the appropriate tax office, bank account number, email address, phone password and the data enumerated in § 12 point 1), 4) and 6) of the GTCs through intermediary of:
 - 1) e-mail, to the KBCSP e-mail address available on the KBCSP website www.kbcmakler.pl – by sending a completed and scanned form available on the KBCSP website www.kbcmakler.pl and scanned documents certifying the change of the data; the Client's signature shall be compliant with the specimen signature,
 - 2) post or messenger to the Head Office address – by sending the original completed form signed by the Client and the copies of the documents certifying the change of the data; the form is available on the KBCSP website www.kbcmakler.pl.
4. KBCSP may ask the Client for confirmation of the data being changed via phone or in another way chosen by KBCSP.
5. KBCSP may refrain from execution of Client's dispositions or orders in case of doubts pertaining to the credibility of the submitted documents. KBCSP shall inform the Client of this in writing and shall demand additional documents and information to clarify any doubts.

6. In case of changing the bank account number as referred to in section 3 above, KBCSP has the right to change the data after confirmation of the change in a way chosen by KBCSP.
7. The change of the data is effective towards KBCSP second working day after being received by the Head Office, unless there are doubts with reference to the authenticity of the documents sent by the Client.

§ 16

1. Agreement forms and documents referred to in §11 and 12 of the GTCs or their certified copies can be delivered to a POS, a KBCSP Agent or via mail in case of agreements concluded in accordance with §13 of the GTCs.
2. Delivery of the documents comes into force the second working day after being received by KBCSP Head Office.
3. With reservation of § 13 of the GTCs, Client's signatures on the Agreement forms, annexes and specimen signatures cards shall be certified by a KBCSP employee, a KBCSP Agent, a notary public, or a Polish consul general. The copies of the documents provided to KBCSP shall be certified as described to in the sentence above.

§ 17

1. Both spouses who have the joint property have the right to sign the Agreement and to open a joint investment account.
2. Financial instruments and cash placed on the joint investment account constitute the joint property of both spouses. Financial instruments purchased by one spouse can be deposited on a joint investment account.
3. Spouses concluding the Agreement as referred to in Subparagraph 1 shall:
 - 1) consent to the independent disposition of the joint investment account held on the account by each of the spouses and the independent performance of all activities as described in the Agreement inclusive of the termination of the account. The appointment of a proxy requires consent of both spouses, the dismissal of a proxy may be performed by one spouse,
 - 2) agree that KBCSP shall not be liable for the consequences of the execution of opposing instructions placed by the spouses or their proxies or where the spouses or their proxies have placed opposing instructions which mutually exclude each other entirely or partially, KBCSP may suspend the execution of such instructions until a joint position is reached by the spouses,
 - 3) immediately notify KBCSP in writing when the joint property has ceased, submitting a document certifying the cessation of the joint property. The account shall be blocked until the instruction of transfer of assets from the joint investment account is submitted in accordance with the division of the joint property. After the transfer of assets the joint investment account shall be closed.

§ 18

Statutory representatives or legal guardians of persons without full legal rights or with limited legal rights to perform legal actions shall act in their names and on their behalf until the persons obtain/regain their full legal rights.

§ 19

1. KBCSP shall refrain from concluding an Agreement with the Client if the security of trading is endangered or if the Client does not give the guarantee of adhering to the provisions of the Agreement in instances when:
 - 1) previous agreement was resolved because of fault on the Client's part,

- 2) information held by KBCSP entitles KBCSP to suspect that the Client shall not be able to adhere appropriately to his/her obligations as referred to in the Agreement, especially when the Client's financial standing justifies the suspicion that the Client shall not be able to afford the costs related to the signing and execution of the Agreement,
 - 3) the Client was sentenced for fraud or frauds against the documents, property, commercial traffic or trading in securities,
 - 4) the documents that the Client submitted upon signing of the Agreement are suspected of being forged.
2. KBCSP shall confirm the signing of the Agreement with the Client by delivery of a signed copy, or in another manner as agreed upon. The copy of the Agreement shall be either handed to the Client in a POS or in the Head Office or sent to the address indicated by the Client.

§ 20

1. Signing of the Basic Agreement is a prerequisite of entering into other Agreements.
2. Upon entering into other Agreements the Client is required to update all his/her documents and information submitted earlier to KBCSP, unless they are up to date.
3. Upon signing the derivatives agreement, the Client shall submit:
 - 1) the statement about his/her financial situation,
 - 2) **NKK** (the Identification Client Number) granted by NDS and the information related to portfolios opened for him/her; in case the Client does not hold a NKK, KBCSP shall apply for a NKK to NDS on the Client's direct request.

Chapter III Proxies

§ 21

1. The Client can appoint a proxy or proxies. If the Client does not specify otherwise, the power of the attorney shall entitle a full representation of the Client upon the realization of all the brokerage Agreements, including the Agreements concluded after the power of the attorney has been authorized.
2. The power of the attorney should be granted in writing.

§ 22

The Client may grant the following types of the power of attorney:

- 1) general (without limitations) – the proxy may perform the same scope of actions as the Client, excluding entering into new agreements and submitting the statement of a financial standing of the Client,
- 2) specific (limited) – the proxy may perform only the scope of actions indicated in the power of attorney.

§ 23

1. Any power of attorney shall be effective towards KBCSP as of the day of the delivery of a relevant instruction to KBCSP.
2. KBCSP may refuse the power of attorney if there are justified doubts as to its content, scope, credibility or correctness.

§ 24

1. The power of attorney may be amended or revoked only in writing.

2. The provisions of §21-23, subject to Subparagraph 3 apply for all amendments or withdrawals of the power of attorney.
3. Changes in the scope of the power of attorney or its withdrawal become effective towards KBCSP not later than on the working day following the day of the delivery of the relevant instruction to the Head Office of KBCSP.

Chapter IV Investment account and operational register

§ 25

Only the Client's financial instruments may be deposited on the Client's investment account. The spouses may deposit financial instruments purchased by each spouse on the joint investment account.

§ 26

1. Cash deposited on the cash account is denominated in Polish zlotys and/or foreign currencies. Profits on securities or foreign securities are denominated in the currency of the issuer.
2. Cash deposited in the cash account shall bear no interest.
- 2a. The Clients' cash is held on a bank account or bank accounts separate from bank accounts on which KBCSP's assets are held. All interests on the Clients' cash held on bank accounts, is the income of KBCSP, unless the agreement with the Client states otherwise.
3. In the event of a debit balance on the cash account KBCSP shall charge the Client quarterly with a default interest rate. The default interest rate is dependent upon market conditions. The default interest rate is updated in the POS and on the website www.kbcmakler.pl with a 14-day notice.
4. KBCSP may execute the Client's instructions concerning his/her cash exclusively in order to:
 - 1) allow the Client to withdraw cash through the cash remittance; KBCSP has the right to deduct the costs of the remittance from Client's cash,
 - 2) transfer cash to the Client's bank account or to another account of the Client,
 - 3) repay loans contracted by the Client to purchase financial instruments,
 - 4) exchange currencies.
5. KBCSP shall not accept or execute any permanent instructions concerning the Client's cash, inclusive of periodical transfers of cash to the Client's bank account or another cash account, unless the law or Agreements concluded between KBCSP and the Client provide otherwise.
6. The Client may submit an order to execute the instruction referred to in section 4 points 2 and 3 based on receivables due to the Client from a sale of financial instruments. In this case, for the period until there is the negative balance at the cash account, KBCSP shall charge the interest in accordance with section 3 above.

§ 27

Upon the Client's request, KBCSP shall issue a depositary certificate including among other following information: quantity of securities on the securities account after settlement of transactions.

§ 28

1. The Client shall submit a relevant instruction to KBCSP to transfer cash. When the amount of cash to be transferred exceeds the cash on the Client cash account, KBCSP shall execute the instruction up to the amount of the current balance on the Client cash account.

2. The available cash as referred to in Subparagraph 1, means the total cash balance in PLN and the counter value of foreign currencies, decreased by the value of the Client's active buy orders and his/her liabilities. Balance in foreign currency is translated into Polish zloty according to the exchange rate assumed by KBCSP.
3. *(deleted)*
4. Any instruction to transfer cash may be submitted by the Client in person in a POS and via technical means according to the terms and scope defined in the Agreement. Instructions to transfer cash are allowed in the currencies which are listed on KBCSP website, www.kbcmakler.pl.
5. In the event of an instruction to transfer cash in another currency than he/she has available on the cash account, the Client is required to exchange cash, in order to cover any debit balance arising from execution of this instruction. Otherwise, KBCSP shall charge the Client with an interest rate on the debit balance in the amount as is indicated on the KBCSP website, www.kbcmakler.pl.
6. KBCSP may refrain from fulfilling the instruction to transfer cash if the Client's signature on the instruction does not match the specimen signature submitted by the Client to KBCSP or if information given when submitting the instruction is incorrect or incomplete.
7. *(deleted)*

§ 29

1. Any payments of cash denominated in Polish zlotys or foreign currencies to the investment account may be done in the form of a cash deposit or a bank transfer.
2. Payments should be made to the bank account of KBCSP. KBCSP bank account numbers per currency are available at KBCSP website www.kbcmakler.pl and in each POS.
3. The person making the payment is required to enter the investment account number and first and last name or company name of the account holder under "payment title" in the registration form.
4. The payment is registered on the Client's investment account as soon as it is registered on KBCSP bank account.

§ 30

1. The Client may transfer financial instruments or cash provided that they are not subject to any limitation or any sale order, from his/her investment account in KBCSP to another account run by another investment entity.
2. KBCSP reserves the right to refrain from fulfilling the order of transferring financial instruments or cash to another account if the Client has not satisfied KBCSP claims.

§ 31

1. If financial instruments need to be transferred to an account that does not belong to the Client, the transfer order shall be completed with all relevant documents on the basis of which the order may be executed.
2. KBCSP may refrain from fulfilling the transfer of financial instruments, especially in the case of justified doubts indicating that the transfer of financial instruments is against the binding law or aims at circumvention the law.
3. KBCSP shall refuse to execute the transfer of financial instruments where it is obvious from the presented documents that the transfer of financial instruments violates the provisions of the law.

4. The transfer of financial instruments and cash from the Client's investment account in KBCSP shall be executed based on the Client's order in accordance with the terms defined in the Ordinance.

§ 32

Sale and purchase of financial instruments concluded on the market on the basis of a Client order are entered into the operational register after:

- 1) full execution of the order, or
- 2) cancelation of the Client's order after partial execution, or
- 3) the end of a session on a given market in the KBCSP system of a partially executed order.

Chapter V The rules of execution, accepting and transferring of orders

Section 1 General provisions

§ 33

KBCSP shall accept, transfer and execute sell or buy orders based on the provisions of the relevant Agreements in accordance with the Act, the Ordinance and the principles set by the WSE or any other trade organizer or NDS or any other clearing office.

§ 34

1. Sale and purchase of financial instruments is executed by KBCSP according to the Client order. On the basis of the Client order KBCSP shall issue one or more broker orders, which are transferred to the relevant market directly or by the broker.
2. The Client order shall include:
 - 1) the Client's first and last name (or company name) and the account number or other data allowing the correct identification of the Client,
 - 2) the date and the time of issuing the order,
 - 3) the type, the code and the number of financial instruments being the subject of the order,
 - 4) the subject of the order (purchase or sale),
 - 5) the price,
 - 6) the period of validity of the order,
 - 7) the appropriate market on which the broker order is to be transferred, issued upon the Client order, subject to §37 subparagraph 4,
 - 8) in case of written orders the signature of the Client or his/her proxy, subject to item 9 below,
 - 9) the number of orders in case when more than one order is placed on a single order form; one signature by the Client or his/her proxy shall be sufficient in this case.
3. In case of a DDM order, the Client may specify the total maximal value of transactions to be executed on the basis of this order instead of the number of securities.
4. The Client order may include additional conditions concerning the execution unless they are contrary to the provisions and the regulations binding on the WSE or another relevant market.
5. In case of a written order, a duly authorized KBCSP employee shall confirm the placement of the order by the Client by adding his/her signature on the Client order and providing the Client with a copy of this document.

§ 35

1. When the Client order concerning shares admitted to trading on a regulated market as a result of the conditions required by the Client cannot be executed immediately after its acceptance by KBCSP due to the market situation, KBCSP is required to make the conditions of this particular order execution available for other market participants unless the Client decided otherwise.
2. KBCSP:
 - 1) shall execute the Client orders immediately after they are placed, in the sequence of their submission, unless the Client specified otherwise or the type of order and the market circumstances require a different execution or if it would be against the Client's best interest,
 - 2) shall inform immediately the Client of the circumstances which make the proper execution of a submitted order impossible.

§ 36

The Client order shall lose its validity before the deadline defined by the Client at the moment of the cancellation of the broker order by the entity organizing the relevant market. KBCSP shall not be liable for the consequences of the cancellation of the broker order by the entity organizing the relevant market.

§ 37

1. KBCSP shall perform all justified efforts as to execute the order on the market ensuring the best possible terms of its execution considering the price, transactions costs, time, and the likelihood of the transaction execution and settlement.
2. The statement above does not apply if the Client has defined specific terms of the execution of the order or its transfer to a market.
3. The best execution policy applied by KBCSP defines the approach and implemented methods of order execution.
4. The best execution policy applied by KBCSP for retail clients is available in each POS and on the KBCSP website www.kbcmakler.pl.

Section 2 Placing orders or instructions with the use of technical means

§ 38

KBCSP shall accept the Client's instructions and orders placed by phone, fax or Internet where the Agreement provides so.

§ 39

1. On the basis of the phone order, an authorized employee of KBCSP shall register an order to buy or sell financial instruments in the IT system.
2. Subparagraph 1 above applies to other types of instructions placed by the Client by the use of a phone.
3. Orders and instructions placed by the Client shall include information, indispensable for their execution.
4. On the basis of the order placed via Internet, KBCSP shall register an order to buy or sell financial instruments in the IT system.
5. Detailed list of orders and instructions which can be placed via Internet are to be found in the Instruction for Internet Account Use.

§ 40

1. Instructions or orders placed via Internet have limits established on the investment account that define:
 - 1) the maximum value of a single order to sell or purchase financial instruments and a single transfer of cash, which can be ordered via Internet. The Client can request for a change of these limits, placing an instruction by the phone or in person in a POS,
 - 2) the maximum value of a single foreign exchange on the cash account of the Client, that can be placed via Internet; in case the instruction exceeds the limit, the Client can place the instruction by phone or in person in a POS.
2. The current value of limits as referred to in subparagraph 2 is announced on the KBCSP website www.kbcmakler.pl.
3. The value of a purchase order is determined as the maximum liability which can arise from the full execution of the order.

§ 41

1. KBCSP shall enable the Client to access its account via Internet based on the provisions as specified by the Instruction for Internet Account Use.
2. KBCSP shall keep the Client informed of changes in the Instruction for Internet Account Use via its website www.kbcmakler.pl. KBCSP shall not be liable for any consequences of misuse of the Internet account.
3. KBCSP shall provide the Client with a Digipass and a starting PIN code to activate the Digipass.
4. The Client may change his/her PIN code.
5. The Client shall keep the PIN code confidential.
6. KBCSP shall have the right to block the account where there is suspicion that the username of the account and the PIN code are used by an unauthorized person or where the account is used in a manner contrary to the binding GTCs or the Instruction.
7. The Client shall immediately change his/her PIN code in the event of suspicion that the PIN code is known to any unauthorized person.
8. The Client shall immediately inform KBCSP about the loss or damage of a Digipass. KBCSP shall block the Digipass and provide the Client with a new one. Until the Client receives a new Digipass, he/she can use one-time passwords for logging-in to the Internet account. A one-time password does not give an authorization for confirmation of orders or instructions.
9. KBCSP shall not be liable for transactions concluded on the basis of Client instructions/orders as long as the account has not been blocked.
10. Instructions for the use of a Digipass are placed on the KBCSP website, www.kbcmakler.pl, including the principles of handling a Digipass.
11. KBCSP shall charge the fee for a new Digipass as referred to in the Table.

§ 42

1. KBCSP shall provide on-line services including the access to stock market quotations on particular markets, depending on the on-line package indicated in the Agreement.
2. KBCSP shall charge a fee for the on-line package as referred to in the Table.
3. KBCSP may reduce the number of displayed offers in an on-line package, if it is impossible to charge the Client account with the fee due as there is insufficient cash on the investment account.

4. The Client shall not allow third persons to have an access to KBCSP Internet news bulletins and stock market quotations. In case of a breach of this obligation KBCSP may stop providing the Client with Internet services with immediate effect.
5. Using Internet news bulletins for private purposes shall mean using them in order to manage Client's own investments. It cannot be used for any business activity and any type of advisory services provided to third parties or for distribution of information.
6. Natural persons are required to use Internet news bulletins for private purposes, otherwise they are required to provide a declaration that they use Internet news bulletins and stock market quotations in their business activity, and submit the appropriate documents.
7. Natural persons who use Internet news bulletins and stock market quotations for purposes different from the management of their own assets shall be treated as persons using Internet news bulletins for business activity.
8. KBCSP shall have the right to stop providing the Client with an access to Internet news bulletins and stock market quotations in the event of cancellation of agreements signed by a distributing company that services KBCSP.

§ 43

1. Instructions and orders submitted by the Client via telephone shall be recorded by KBCSP.
2. A person placing instructions via telephone shall be identified on the basis of an individual password. A person placing the instruction via Internet shall be identified on the basis of a code generated by a Digipass. The Digipass is activated by a valid PIN code.
3. The Client establishes and provides KBCSP with a password for telephone services subject to subparagraph 4 below, or receives a Digipass with a PIN code from KBCSP for Internet services as referred to in subparagraph 2. The client keeps this information confidential.
4. In the event of opening an investment account with the intermediation of a KBCSP Agent, KBCSP shall provide the Client with a password for telephone services in the manner as indicated by the Client in the Agreement.
5. KBCSP may change a password and issue a new Digipass with a new starting PIN code for the Client and shall inform him/her to keep this information confidential.
6. Upon KBCSP's demand, the Client shall provide additional information to help identify the person submitting an order or instruction.
7. In the event of persisting doubts as to the identity of a person submitting an order or instruction the KBCSP employee shall refrain from execution and shall immediately contact the Client/or his/her proxy by phone in order to confirm the order. If neither the Client nor his/her proxy is available by phone, the KBCSP employee shall not execute the Client order.

§ 44

1. KBCSP shall be entitled not to accept the Client order or instruction submitted by the use of technical means in the event of any technical problems and/or any breakdown of recording devices.
2. KBCSP is entitled to suspend execution of orders or instructions placed by the Client with the use of Internet especially if the security and confidentiality of trading is endangered, or if the Client has violated the provisions of the GTCs or Instructions.
3. KBCSP shall not be liable for:
 - 1) the consequences of executing the Client order or instruction in accordance with the content, placed with the use of technical means,
 - 2) the execution of an order or an instruction placed with the use of technical means by a person different from the Client and/or his/her proxy, even in case an order or instruction

contains all the elements indispensable for its validity,

- 3) failure of execution or improper execution of an instruction placed with the use of technical means, due to technical problems in the transmission,
- 4) refusal or lack of execution of an order or instruction in cases as referred to in Subparagraph 1 and 2 especially in case of *force majeure* or when technical breakdown was due to reasons for which KBCSP is not liable.

Section 3 Trading in financial instruments

§ 45

1. KBCSP shall accept the Client sell order provided that there are a sufficient number of financial instruments entered in the operational register.
2. Subparagraph 1 does not apply in case of sale orders placed on the basis of the short sell agreement.

§ 46

1. KBCSP shall issue a broker order subject to subparagraph 2 on the basis of the order to buy financial instruments submitted by the Client on the condition that the Client has full coverage of the order and the fees and other payments required on a given market.
2. If the Agreement allows for placing orders without full coverage, the Subparagraph 1 does not apply.
3. KBCSP shall set in the Agreement the maximum limit of the Client's liabilities towards KBCSP arising from the transactions executed without full coverage.
4. In order to conclude the Agreement based on the conditions specified in Subparagraph 2, the Client is required to make a statement about his/her financial standing.
5. The value of a purchase order shall be set as the maximum limit of the Client's liabilities towards KBCSP that can arise as full payment for financial instruments after full execution of the order.

§ 47

1. In case of Agreements based on the principles specified in §45, Subparagraph 1, the Client is obliged to make the final payment on the day of the transaction settlement at the latest. The date of the transaction settlement is the day of recording the cash on the KBCSP bank account. The amount of the Client liabilities towards KBCSP due to concluded securities purchase transactions on the basis of orders not fully paid as of the day of their settlement is decreased by the Client receivables arising from securities sell transactions settled by NDS on that same day.
2. Where the Client liabilities towards KBCSP are satisfied with the Client receivables arising from securities sell transactions, whose settlement is scheduled later than the settlement of liabilities, KBCSP shall finance the Client's liabilities up to the amount sufficient for the settlement of the liabilities for the period until the purchase transaction settlement day. In this case the Client is obliged to pay interest on the debit balance in the cash amount as referred to in § 26 subparagraph 3 of the GTCs. Until the Client liabilities towards KBCSP are satisfied, KBCSP shall process the Client order to purchase financial instruments provided that the Client has the full coverage of the transaction value and the commission due.
3. When the Client fails to satisfy liabilities towards KBCSP arising from the transactions not fully paid, KBCSP may satisfy its claims with Client assets on his/her investment accounts and operational register run by KBCSP.
4. The Client receivables constitute the basis for checking the coverage of purchase orders.

Where the Client receivables arising from the sale transactions that are to be settled after the settlement of the purchase transactions are used for the transaction to buy financial instruments, KBCSP shall cover the Client liability in the amount sufficient for the settlement of the purchase transaction for the period from the settlement day of the purchase transaction until the settlement day of the sell transaction. In the case described above KBCSP shall charge interest from the debit balance on the Client's cash account according to § 26 Subparagraph 3 of the GTCs.

§ 48

KBCSP shall make entries in the operational register, before the settlement of a transaction in NDS, on the basis of the appropriate information.

§ 49

1. KBCSP shall execute the orders immediately after their acceptance in the sequence of their acceptance, unless the Client has specified a different order or the type of order provides otherwise.
2. KBCSP shall accept orders placed in person or by the phone during the working hours of a POS indicated on the KBCSP website, www.kbcmakler.pl. Orders can be placed via Internet around the clock, 7 days a week, except for technical interruptions.
3. The Client can modify orders several times or cancel an order until it is not fully executed.
4. Acceptance of the order by KBCSP, including the instruction to cancel or modify the order, does not necessarily mean the execution of the order.

§ 50

1. Where there is a difference between the instructions expressed in digits and in words on the order form filled in by the Client, KBCSP shall execute the instruction or order expressed in words.
2. KBCSP shall not accept the instruction or order submitted by the Client in case the order form is illegible, incomplete or contains an error (concerning the account number, validity of the order, price limit, etc.).

§ 51

Upon the provisions of separate regulations KBCSP may enter with the Client into a stock lending agreement.

Section 4 Trading in derivatives

§ 52

1. KBCSP shall accept the Client's order to purchase an option or index unit or warrant in accordance with provisions specified in § 46 of the GTCs, provided the order has full coverage.
2. KBCSP shall accept the Client's order to sell an option or index unit or warrant in accordance with provisions specified in § 45 of the GTCs, subject to the clause that the order to sell an option or index unit on the principles specified above is related to closing long positions.
3. KBCSP shall accept the Client's order to purchase/sell futures or to issue an option or index unit (opening a short position) provided that the Client shall establish collateral required by KBCSP for:
 - 1) future or index unit – collateral is expressed as a percentage of the value of the position to be opened,

- 2) put option – collateral calculated on the basis of an algorithm implemented by KBCSP,
- 3) call option – collateral calculated on the basis of an algorithm implemented by KBCSP and/or long positions of underlying instruments.
4. To calculate required collateral KBCSP assumes the most negative scenario possible assuming that the Client orders will be executed.
5. In case of open correlated futures positions (i.e. open long positions in one series of futures along with short positions in other series of futures based on the same basic instrument) in the last week before expiration of one series, collateral is increased daily by 20% of the required collateral for the non-expiring series of futures.
6. The list of parameters for the calculation of collateral for particular instruments for futures and algorithms as referred to in subparagraph 3 item 2 and subparagraph 3 item 3 are available on the KBCSP website, www.kbcmakler.pl or in a POS.

§ 53

1. KBCSP registers all the individual Client transactions in one specific portfolio assigned by NDS for a given type of derivatives.
2. The collateral is provided and adjusted in cash, sale receivables or securities accepted by KBCSP.
3. KBCSP shall block securities as collateral when the Client cash on the investment account is insufficient.
4. When unsettled cash is used as collateral, KBCSP shall finance the unsettled cash until the settlement of the sell transaction. § 26 subparagraph 3 of the GTCs shall apply.
5. Securities or foreign securities shall receive different weights on the basis of a risk assessment performed by KBCSP.
6. KBCSP may refrain from execution the Client order if its execution might result in exceeding the limits as defined by NDS, or another appropriate settlement agency, for KBCSP.

§ 54

1. KBCSP makes the daily clearing and the necessary adjustments of the collateral immediately after the reception of the appropriate documents or information.
2. On the basis of daily clearing, KBCSP decreases or increases the balance of the Client cash account with the amount equal to the clearing amount, calculated according to the regulations, as referred to in Subparagraph 3.
3. The amount of settlement is calculated as a product of the number of contracts and the difference between:
 - 1) the price of a closing contract and the price of an opening contract as of the day of the position is closed provided it was opened at the same day,
 - 2) the price of a closing contract and the previous daily clearing price as of the day of the position is closed,
 - 3) the final daily clearing price and the previous daily clearing price as of the day of the contract expiration,
 - 4) the current daily clearing price and the previous daily clearing price every day of the contract duration.
4. KBCSP decreases the balance of the Client cash account with the amount equal to the clearing amount if the difference, as referred to in Subparagraph 3, is smaller than 0 in the case of a long position and is bigger than 0 in the case of a short position.

5. KBCSP increases balance of the Client cash account with the amount equal to the clearing amount if the difference, as referred to in Subparagraph 3, is smaller than 0 in the case of a short position and is bigger than 0 in the case of a long position.

§ 55

1. The Client is required to keep the collateral at the level defined by KBCSP. When the Client investment account has free cash, KBCSP may use such cash as collateral or cover with it the Client collateral adjustment up to the full required amount without any separate consent of the Client.
2. The Client is obliged to monitor and be aware of the latest information regarding the level of collateral and his/her duties arising from open derivative positions. The Client may undertake to collect any such information in a POS or by phone after identification of the Client with his/her password. KBCSP communicates information after it has made its daily clearing.
3. If the collateral has not been supplemented before the beginning of the following trading day, KBCSP shall close some of the Client open positions at its own discretion provided that the Client does not indicate the positions him/herself. In some justified cases KBCSP shall close the Client positions at its own discretion on the current market session provided that the contact with the Client is impossible.
4. KBCSP is entitled to manage the Client cash and financial instruments on the Client accounts run by KBCSP so as to cover the Client liabilities towards KBCSP arising from derivatives transactions.
5. The Client may indicate financial instruments that KBCSP shall sell first so as to satisfy its claims as referred to in Subparagraph 4.

Section 5 Trading in foreign securities and foreign derivatives

§ 56

Chapters 2 and 3 of these GTCs are applicable to the trading of foreign securities and foreign derivatives with reservation of the statements of this chapter.

§ 57

1. KBCSP accepts and transfers Client's sell or buy orders on foreign markets executing the Client order directly on foreign markets of which it is a member or placing orders through a local or an international broker, under the provisions of relevant agreements.
2. Information about the markets as referred to in Subparagraph 1 is available to Clients in KBCSP head office or in a POS or on the KBCSP website, www.kbcmakler.pl.
3. KBCSP shall execute the Client order to buy or sell foreign derivatives provided he/she signed with KBCSP an additional agreement concerning providing of brokerage services with respect to derivatives.
4. Transactions on foreign markets may result in additional fees binding on the given market.

§ 58

1. KBCSP accepts and transfers Client's buy and sell orders of foreign financial instruments placed in accordance to § 46 of the GTCs, and including in particular:
 - 1) the market on which the order is to be executed if financial instruments specified in the order are traded on more than one market, unless the Client demands the execution of the order in the manner as referred to in § 37 subparagraph 4 of the GTCs,
 - 2) the settlement currency of the transaction, if the Client indicated in the Agreement that the transactions on the foreign markets can be settled in currencies other than PLN;

however if orders are placed via Internet, specific principles of the currency settlement are described in the Instruction for Internet Account Use; the transaction can be settled in a currency other than PLN if the Client has a foreign currency cash account opened before the order has been placed.

2. The value of every order denominated in a foreign currency is translated into PLN.
3. The value of an order concerning financial instruments denominated in a currency other than PLN is settled according to KBCSP's current average exchange rate from the day preceding the order placement.
4. A transaction settled in a currency other than the currency of a given financial instrument is settled according to KBCSP's current average exchange rate from the day of its booking.
5. The order may include other information, especially the information that is required under the law of the country of the exchange platform or the country of the foreign market on which a transaction to buy or a sell foreign securities or foreign derivatives is concluded.

Section 6 Order execution

§ 59

1. KBCSP shall execute the Client's orders undertaking all justified activities aiming at obtaining the best possible results for the Client, taking into account the price of the financial instrument, the costs of order execution, timing, likelihood of concluding the transaction and settle menthe transaction, the size of the order, the type and other aspects that could have an important influence on the order execution. That is why KBCSP implemented the best execution policy.
2. Before the conclusion of the Agreement with the Client, KBCSP shall inform him/her about the applied best execution policy.
3. KBCSP shall notify the Client about important changes of the best execution policy in order for the Client to be able to cancel the Agreement with appropriate notice and to termination the Agreement before the changes come into effect.
4. KBCSP is obliged to obtain the Client consent to the best execution policy.
5. KBCSP shall monitor the efficiency of applied solutions and best execution policy.
6. Once a year KBCSP shall review its best execution policy. The review is also made in case of the introduction of an important change that can permanently influence KBCSP's ability to reach the potential best results for the Client within the scope of the best execution policy.

Section 7 Analysis and investment research reports

§ 60

1. KBCSP may, free of charge, provide the Clients publicly available information and analysis or investment research reports prepared by KBCSP analysts or analysts of other entity belonging to KBC Group. This information shall not refer to individual Client's situation not his/her needs or investment possibilities.
2. Analysis or investment research reports referred to in section 1 above, are prepared in accordance to the Ordinance of Ministry of Finance dated 19, October 2005 on the Information Constituting Recommendations Concerning Financial Instruments or Issuers Thereof.

3. KBCSP shall not be liable for the damages incurred by the Client as result of the Client's investment decisions made on the basis of the analysis, investment research reports or publicly available information received from KBCSP.

Section 8 DDM orders

§ 61

1. Based on a DDM order placed by a Client, KBCSP may issue more than one broker order.
2. KBCSP shall not bear any responsibility whatsoever for any damage suffered by the Client as a result of the execution of a DDM order, if executed with due diligence.
3. Instead of the number of securities, a DDM order may specify the total maximal value of transactions to be executed on the basis of this order.
4. The authorized KBCSP licensed broker shall undertake the decision concerning the manner in which the DDM order is executed, unless the Client's order states otherwise.
5. KBCSP shall execute the accepted DDM order with due diligence. KBCSP shall not bear any responsibility whatsoever for any damage suffered by the Client as a result of the execution of a DDM order in accordance with terms specified by the order.
6. If the Client order includes a price limit, the weighted average of prices in all transactions carried out on the basis of the Client order may not be lower than the price limit specified in the order to sell or higher than the price limit specified in the order to buy placed by the Client.
7. KBCSP shall mark the DDM order in such a manner as to make it distinct among other orders.

Section 9 Additional provisions

§ 62

1. KBCSP shall be liable neither for the consequences of executing the Client order in line with his/her instructions nor for any damage arising from the circumstances independent from KBCSP.
2. To secure KBCSP claims with respect to fees and provisions due from the Client, and as well with respect to other receivables of KBCSP, provisions of Article 773 of the Polish Civil Code shall apply.

§ 63

1. KBCSP shall settle transactions concluded on relevant markets at the time and on the terms in accordance with the procedures of the relevant clearing institutions.
2. The settlement of options and warrants shall be performed according to the provisions of issuance and trading of a given financial instrument.

Chapter VI Financial instruments as collateral

§ 64

1. KBCSP shall perform activities related to the establishment and realization of collateral securing the repayment of credits and loans to purchase financial instruments on the basis of:
 - 1) an agreement concluded between the bank and the Client, into which it enters, or

- 2) a separate agreement between the bank and KBCSP, according to which KBCSP shall perform operations aimed at the establishment and realization of the collateral securing the credit granted by the bank.
2. Agreements as referred to in Subparagraph 1 should include the provisions set forth in the Ordinance.
3. KBCSP shall undertake activities related to the establishment and realization of any collateral for receivables on the basis of other documents than those enumerated in subparagraph 1.
4. On the basis of a separate agreement KBCSP may grant Clients cash loans for purchase of financial instruments.

§ 65

1. KBCSP shall undertake actions related to the establishment of collateral for receivables of loans and credits after receiving from the Client a written declaration stating that:
 - 1) there is a valid monetary or non-monetary amount receivable, resulting from a defined legal relationship,
 - 2) the manner of establishing collateral and the execution of the collateral by the creditor is compliant with the law,
 - 3) the securities recorded on the Client account shall constitute the object of the collateral.
2. The circumstances referred to in Subparagraph 1 may also be confirmed on the basis of the Client account balance and a presented agreement on the establishment of collateral and a document being the evidence of the amount receivable secured. A copy of the agreement on the establishment of collateral shall be kept by KBCSP.
3. KBCSP may refuse to undertake a given action connected with the establishment of collateral for receivables in the case of justified doubts indicating that the agreement and documents referred to in Subparagraph 2 aim to circumvent the law.
4. KBCSP may refuse to undertake a given action connected with the establishment of collateral for receivables where it explicitly results from the agreement and documents referred to in Subparagraph 2 that they violate the provisions of the law.
5. Before the refusal of undertaking the actions related to the establishment of collateral for receivables is submitted to the Client, KBCSP shall enable the Client to provide explanations.

§ 66

1. As collateral securing receivables the Client may block:
 - 1) securities,
 - 2) cash,
 - 3) securities and cash (the blocking of the Client investment account),
 - 4) pledge on securities.
2. Collateral referred to in Subparagraph 1, point 2 and 3, may constitute collateral only for loans for the purchase of securities admitted to public trading or short selling.

§ 67

1. KBCSP shall block securities on the Client investment account after the Client submits:
 - 1) the agreement to establish the blocking of specified securities,
 - 2) the order to blocking the securities specified in the Agreement to establish the blocking, unless the agreement contains the order therein,
 - 3) an irrevocable power of attorney for a person authorized due to the blocking (creditor) to sell blocked securities and to satisfy claims out of financial means thus acquired.
2. The agreement as referred to in Subparagraph 1, point 1 should include:
 - 1) the number of the investment account on which securities being the subject of the Agreement are kept,
 - 2) the type and the amount of blocked securities,
 - 3) the duration of the establishment of blocking.
3. Throughout the duration of the blocking, KBCSP may not execute the Client order to:
 - 1) cancel the blocking of securities,
 - 2) sell blocked securities,
 - 3) transfer blocked securities to another account, subject to other exclusions defined in the Ordinance.
4. KBCSP shall execute the Client order related to blocked securities only within the scope set forth in the Agreement on the establishment of the blocking. Unless the agreement provides otherwise, KBCSP transfers to the Client's disposal and in the manner indicated by the Client, the benefits of the blocked securities which do not fall under the collateral.
5. KBCSP shall cancel the blocking:
 - 1) in the case of blocking for an unspecified period of time, established until the cancellation or until the performance of the obligation secured by the blocking - immediately upon the submission by the creditor or by the Client with the written consent of the creditor,
 - 2) in the case of a term/irrevocable blockage – on the day following the last day of the blocking period as specified in the Agreement,
 - 3) in the case referred to in Subparagraph 7 – immediately after the sale order has been placed.
6. The cancellation of the blocking may concern any part of the blocked securities.
7. Upon the maturity of receivables secured by the blocking or on the nearest date on which the execution of the order is possible, KBCSP shall execute the sale order of securities, placed by the creditor on the basis of the power of the attorney. KBCSP shall immediately transfer the cash from the execution of that order to the creditor's disposal and in the manner as indicated in that order in the amount sufficient to satisfy the creditor's claims.
8. KBCSP shall not accept the order referred to in Subparagraph 7 submitted after the expiration of the duration of the blocking.

§ 68

1. KBCSP shall block cash on the Client cash account upon the submission of:
 - 1) the agreement on the establishment of blocking cash,
 - 2) the order to block cash on the Client cash account, unless the agreement contains the order therein,
 - 3) an irrevocable power of attorney for a person authorized due to the blocking (creditor) to

payment or transfer of cash kept on the Client cash account.

2. The agreement as referred to in Subparagraph, point 1 should include:
 - 1) the number of the Client cash account run by KBCSP on which the blocking shall be performed,
 - 2) the duration of the blocking,
 - 3) the amount of cash to be blocked.
3. Unless the agreement on the establishment of blocking of cash does not define the exact amount of cash to be blocked, KBCSP shall block all cash deposited at and incoming to the Client cash account.
4. KBCSP shall cancel the blocking:
 - 1) In the case of a blocking for an unspecified period of time, established until cancellation or until the performance of the obligation secured by the blocking - immediately upon the submission by the creditor or by the Client with the written consent of the creditor,
 - 2) in the case of a term/irrevocable blockage – on the day following the last day of the blocking period as specified in the agreement,
 - 3) In the case referred to in Subparagraph 6 – immediately after the payment/transfer order has been placed.
5. The cancellation of the blocking may concern any part of the blocked cash.
6. On the maturity of receivables secured by the blocking or on the nearest date on which the execution of the order is possible, KBCSP shall execute the payment/transfer order, placed by the creditor on the basis of the power of the attorney to the amount sufficient to satisfy the creditor's claims.
7. KBCSP shall not accept the order referred to in Subparagraph 6 submitted after the expiration of the duration of the blocking.

§ 69

1. KBCSP shall block the Client investment account upon the submission of:
 - 1) the agreement to establish blocking the investment account,
 - 2) the order to block the Client cash and securities, unless the agreement contains the order therein,
 - 3) the irrevocable power of attorney for a person authorized due to the blocking (creditor) to sell securities and to pay/ transfer financial means by the creditor.
2. The agreement as referred to in Subparagraph 1, point 1 should include:
 - 1) the number of the Client account run by KBCSP on which the blockage shall be performed,
 - 2) the duration of the blocking.
3. Unless the agreement on establishing the blocking of the investment account provides otherwise, KBCSP shall block all securities and cash deposited at and transferred to the Client cash account. KBCSP shall execute the Client order related to blocked securities only within the scope set forth in the agreement. The Client may use securities and cash from the blocked investment account in the scope set forth in the agreement. Especially the agreement on the establishment of blocking may provide for the purchase of securities for cash deposited on the blocked account or for the sale of securities kept at the blocked account.
4. Provisions related to blocking specified in §67, Subparagraph 1 - 7 shall apply accordingly to

the blocking of the investment account.

§ 70

1. KBCSP shall block the securities pledged upon the submission:
 - 1) of the Client written instruction to block the securities pledged,
 - 2) of the pledge agreement, certified by a public notary or the registered pledge agreement and an excerpt from the pledge register constituting the proof of entry.
2. The agreement as referred to in Subparagraph 1, point 1 should include:
 - 1) the number of the Client investment account on which the pledged securities are deposited,
 - 2) type and the number of pledged securities,
 - 3) the duration of the blocking,
 - 4) the amount of the pledged securities to be blocked.

§ 71

1. When the debtor provides the principal performance of the securities encumbered with a pledge to KBCSP, KBCSP shall block the cash thus acquired on the Client cash account. The cash shall be blocked until the rights due to the beneficiary of the pledge or the pledge itself are exercised. Any cash deriving from the fulfilment by the debtor of the principal benefit may be disbursed only to the Client (pledger) and the pledgee jointly or deposited in the court deposit upon the demand of either of them.
2. KBCSP shall transfer the proceeds from the pledged securities, particularly dividends or interest, to the disposal of the Client and in the manner indicated by the Client unless the pledge agreement provides otherwise.

§ 72

1. When the pledgee wants to exercise his rights by taken over the ownership rights of securities pledged according to the procedure and based on the terms set forth in the provisions of the Registered Pledge Act, KBCSP shall transfer the securities to the pledgee's account immediately upon the pledgee's written demand or demand submitted via technical means on the maturity date of receivables secured with the pledge, in the amount taking into account the value of securities taken over, determined in compliance with Article 23, section 1 of the Registered Pledge Act.
2. Where the satisfaction of the pledgee is effected according to the provisions of enforcement proceedings and it consists in the sale of pledged securities in accordance with subparagraph 3 and 4 below, the provisions of the regulations are applied to the sale order submitted by the pledgee, debtor or the court executive officer as referred to in Article 911⁸ of the Polish Civil Procedure Code.
3. If the financial means on the debtor account are not sufficient to satisfy the enforced claim, KBCSP shall summon the debtor to place an order to sell within a 3-day notice so as to satisfy creditor's claim for a month, indicating which of the securities may be subject to sell.
4. If the debtor does not perform the actions as referred to in subparagraph 3 or despite the placement of the order to sell securities the transaction does not materialize, KBCSP shall within 3-day notice notify the court executive officer, which securities are deposited on the pledger's account.
5. Where the satisfaction of the pledgee consists in the sale of securities on the regulated market, KBCSP shall execute a written order to sell the pledger's securities, submitted by the debtor, pledgee or court executive officer. The monetary assets thus acquired are transferred to the court executive officer after deduction of fees and commissions due to

KBCSP.

§ 73

The provisions of §72, Subparagraph 2-4 shall accordingly apply to the actions performed by KBCSP in the event of the satisfaction of the creditor from the Client's (debtor's) securities under the enforcement proceedings conducted, not deriving from the established pledge.

§ 74

1. KBCSP shall maintain the blocking of the securities pledged for the period resulting from the pledge agreement.
2. KBCSP shall terminate the blockage immediately after having received the documents confirming the expiry of the pledge.
3. The expiry of receivables should be confirmed by the document issued by the creditor.
4. The creditor's renouncement from the pledge is submitted in writing, one copy of the renouncement statement is delivered to KBCSP.
5. KBCSP shall introduce appropriate changes to the Client's securities account immediately after having received the information of the pledge expiry.
6. Persons authorized to represent the creditor should provide KBCSP with appropriate documents certifying this authorization.

§ 75

On the basis of other relevant provisions of law KBCSP may block the Client investment account or part of the assets kept on the account.

Chapter VII Final and temporary provisions

§ 76

1. KBCSP shall provide the Clients regularly:
 - 1) the balance of the investment account with the financial instruments valuation – sent every half year, after the end of each calendar half year, via mail to the Client correspondence address,
 - 2) the history of the investment account with detailed information about the execution of given orders:
 - a) by mail to the Client correspondence address not later than on the day following the day when the order was executed or any transaction booked on the investment account, or
 - b) by e-mail at the e-mail address indicated by the Client before the end of the day when the order was executed or any transaction booked on the investment account, or
 - c) in another standardized manner defined in the Agreement before the end of the day when the order was executed or any transaction booked on the investment account,
 - 3) the current confirmation of the execution of a given order directly after the transaction was entered in the operational register via sms to the phone number indicated by the Client or via e-mail to the e-mail address indicated by the Client in the Agreement or by registering it in the internet transactional platform.
2. KBCSP shall provide the Client with other statements, certificates or documents than referred to in Subparagraph 1, and in another manner than referred to in Subparagraph 1, upon the agreement with the Client or where KBCSP recognize it as necessary, justified or recommended.

3. KBCSP reserves the right to refuse sending the documents, referred to in Subparagraph 2, to the Client after the expiration of the obligatory period for document safekeeping.
4. KBCSP may provide the Client with account statements, confirmations or other documents, referred to in Subparagraph 1 and 2 on a paid or free-of-charge basis. Fees and commissions are listed in the Table.

§ 77

1. The Client should verify the accuracy of received confirmations of transactions concluded and account statements.
2. In the event of any errors in the execution of the order or other variances or irregularities in the balance of the investment account or related to services provided by KBCSP, the Client should immediately but not later than within a 14-day period since the delivery of the document submit his/her reservations to the Head Office or a KBCSP POS in writing or by e-mail at the electronic address indicated on the KBCSP website, www.kbcmakler.pl.
3. When the Client has filed a complaint, KBCSP shall to be obliged to handle the complaint within the month since the day of its filing. In particularly complicated issues the term may be prolonged and KBCSP shall inform the Client about the reasons for delay and provide a new deadline of handling the complaint.
4. KBCSP shall inform the Client about the manner of handling the complaint in writing, via e-mail, or phone or via other technical means.

§ 78

1. The expiration of the Agreement shall result in the closure of the investment account provided that there are no assets deposited on the account.
2. The Agreement expires due to:
 - 1) the death of a Client,
 - 2) the deletion from the pertinent register of the Client being a legal person or an organizational unit without corporate status,
 - 3) the termination of the joint property of spouses in case where spouses jointly own the investment account.
3. The basis for the termination of a particular agreement is the expiration of the notice period submitted by a party to the Agreement. The notice period is 14 days since the delivery of the termination statement, and the date of delivery is considered also to be the date of the first notification of the registered letter, sent to the Client's most recent address as known to KBCSP. The termination of the Basic Agreement shall mean the termination of all additional agreements.
4. In the event of the termination of the Basic Agreement and in the case referred to in Subparagraph 2 item 3, the Client or both spouses place the instruction to transfer assets to other accounts. If the instruction to transfer assets to other accounts has not been placed upon the expiration of the Agreements, KBCSP shall execute only instructions aimed at the transfer of assets to other accounts.
5. KBCSP may close the investment account, without notifying the Client if the Client does not pay his liabilities towards KBCSP and has a debit balance on his/her investment account for a period of minimum 12 months.
6. KBCSP reserves the right to block the Client's investment account in the event of noticing that the Client has not performed any operations during the last 12 months, until the Client or his legal successors shall contact KBCSP.

7. KBCSP reserves the right to block the Client's investment account in the event of noticing that the Client does not collect the correspondence sent by KBCSP until the Client or his legal successors shall contact KBCSP.

§ 79

KBCSP has the right to correct any miscalculation or writing error in the investment account on its own.

§ 80

1. In order to obtain assets deposited on the investment account as inheritance, the Client's inheritor should provide KBCSP with:
 - 1) a copy of the death certificate of the Client,
 - 2) a valid court ruling on the beneficiaries of the inheritance or registered act of the succession confirmation, issued by a notary public,
 - 3) in the event where there is more than one inheritor:
 - a) the respective court ruling on estate distribution, or
 - b) the joint and unanimous statement of all inheritors with respect to the division of the assets deposited on the investment account for the respective inheritors, and the instruction of assets transfer to the benefit of the respective inheritors – inheritors put their signatures on the statement in the manner specified in §10 Subparagraph 2 of the GTCs.
2. In case when inheritors are juveniles or legally incapacitated, there should be a final and a binding court ruling authorizing the statutory representatives and legal guardians the appropriate actions.

§ 81

1. The GTCs constitute an integral part of the Agreement.
2. KBCSP reserves the right to amend and supplement these GTCs and the Table.
3. KBCSP shall notify the Clients who agreed for such an option, by e-mail of amendments to the GTCs and/or the Table, others shall be notified by mail with at least with a 14-day notice period.
4. If during 14 days from the moment of delivery of the document as referred to in subparagraph 2 to the Client, he/she shall not notify KBCSP about lack of his/her consent to changes, the changes are deemed to be accepted by the Client and binding after the 14-day notice period.
5. KBCSP reserves the right to disclose information and data related to the Client upon the demand of authorized entities only.
6. KBCSP is entitled to cancel the Client order provided that the order shall bear signs of manipulation; in this case KBCSP shall not bear any responsibility for the consequences of the cancellation.

§ 82

The Agreements concerning brokerage services and running investment accounts concluded with Clients before these GTCs came into effect are obligatory with respect to the provisions which are compliant with the provisions of the GTCs. The announcement of these GTCs dismisses all already concluded agreements on providing brokerage services with respect to provisions that do not comply with these GTCs.

In case of any discrepancies between Polish and English version of the GTCs, Polish version shall prevail.