

TERMS AND CONDITIONS FOR TRADING FINANCIAL INSTRUMENTS THROUGH THE ICMFX PLATFORM

CHAPTER ONE BASIC CONCEPTS

Account	A trading account or other account and/or records maintained for the client by IP in which there are financial instruments or other registered property rights
Currency	The currency in which the relevant trading accounts are maintained
Balance	The remaining amount of funds held in a specific trading account
Contract for Difference (CFD)	A financial instrument that allows you to trade the change in price of an asset without actually owning it. The price of contracts for difference follows the movement of the underlying financial instrument on which it is based.
Closing position	A transaction to sell or buy a specified quantity of a financial instrument in order to balance the same quantity of open positions.
Collateral	An asset pledged as security to secure the payment or performance of an obligation.
Margin	The amount required to open and maintain positions, which indicates what portion of the total transaction value must be provided by own funds.
Free Margin	Available funds in the client's account that are not currently being used to maintain existing open positions that may be used to open new positions.
Leverage	Leverage, which allows you to use borrowed capital as a source of funding for investments that open positions with a value greater than your account margin.
Spread	The difference between "buy" and "sell" rates.

CHAPTER TWO GENERAL PROVISIONS

Art. 1 (1) IP "Intercapital Markets" AD (hereinafter referred to as the "Investment Broker" or "IP") provides the CLIENT with access to the electronic trading system "ICMFX" on the basis of a contract with a liquidity provider - XTB S. A. based in Warsaw, Poland, registered in the National Court Register at the District Court under KRS number 0000217580, REGON number 015803782 and tax identification number (NIP) 527-24-43-955. XTB S.A holds a license recognized by the Securities and Exchange Commission and is regulated by the Polish Financial Supervision Authority.

(2) The IP accepts orders from clients, which it passes to a third party executor, XTB S. A., for execution. All orders are routed to the IP's liquidity provider and prices are executed at the quotes offered by the liquidity provider under par. 1. The acceptance and transmission of orders is carried out via the electronic trading platform "ICMFX", created and maintained by the fintech company with its technology centre in Warsaw XTB Open Hub Sp. Z. o. o..

(3) The electronic trading system shall provide:

- 1) Remote access of the CLIENT to his/her trading accounts;

- 2) Obtaining current quotes and submitting orders for currency transactions;
 - 3) Obtaining current quotes for "buy" and "sell" rates of foreign exchange and submitting orders to open or close positions;
 - 4) Opening or closing positions on contracts for difference
 - 5) Get confirmations, market information, charts, economic calendar, real-time market sentiment indicators and more.
- (4) The IP shall open a trading account and provide access to the electronic trading platform after signing a supplementary agreement.
- (5) The CLIENT trades through the electronic trading system "ICMFX" in his/her own name, at his/her own expense and risk, taking into account the risks associated with investing in Contracts for Differences and/or Forex and the possibility of financial losses being realized by the CLIENT in an amount equal to or exceeding the amounts initially invested.
- (6) Before granting the CLIENT access to the ICMFX Trading Platform, the IP shall assess, based on the information received from the CLIENT, whether the services to be provided in accordance with the Supplementary Agreement are suitable for the CLIENT. For this purpose, IP shall request information from CLIENT about Client's knowledge and experience in relation to the investment services, as well as Client's risk tolerance and loss capacity. IP shall notify the CLIENT if a particular service is unsuitable for him/her. In the event that the CLIENT fails to provide the above information or provides inadequate information, the CLIENT is advised that IP may not be able to properly assess whether particular services or financial instruments are suitable for him/her.

CHAPTER THREE ACCESS TO THE ELECTRONIC TRADING SYSTEM

Art. 2. (1) The CLIENT is entitled to use the electronic trading system "ICMFX" and the market and/or financial information provided through it solely for the purpose of placing orders and opening or closing positions.

(2) The CLIENT's access to the electronic trading system "ICMFX" shall be made by means of a user name and password. The username and password shall be activated by IP only after concluding a supplementary agreement for trading derivative instruments through the platform referred to in Article 1, paragraph 2.

(3) CLIENT represents that he/she is fully aware that disclosure of trading account login and password information to third parties may pose a serious threat to the security of funds held in his/her accounts. The CLIENT shall therefore immediately notify IP if he/she suspects that his/her credentials are known to third parties.

(4) The CLIENT shall be fully responsible for all orders placed through the Trading Account, accepted and / or executed by the IP in accordance with the IP Terms and Conditions.

Art. 3 (1) For reasons of trading safety, with respect to all clients, IP reserves the right to temporarily suspend access to any of the CLIENT's trading accounts if the CLIENT overloads the trading platform by generating a significant number of requests to the provider company's exchange server.

(2) Prior to disconnecting the CLIENT's trading account, the IP will make reasonable efforts to contact the CLIENT by telephone, email or other appropriate means to inform the CLIENT that the generation of a large volume of requests to the exchange server may cause the CLIENT's trading to be temporarily disrupted.

Art. 4 The IP shall be entitled to:

- 1) suspend the acceptance of orders or other orders through the Trading Platform in the event of a threat to the security or confidentiality of trading
- 2) temporarily suspend access, limit or change the scope of services available on the Trading Platform in the event of a technical malfunction of the Platform
- 3) suspend the acceptance of orders or other orders through the Trading Platform in the event of a breach by the CLIENT of the provisions of the Supplementary Agreement or applicable law
- 4) with immediate effect, suspend providing CLIENT with access to information disseminated through the Trading Platform if the data is used in a manner inconsistent with the original

purpose or if CLIENT has not transacted in financial instruments for a period exceeding three months and the trading account balance for a period exceeding three months is zero.

CHAPTER FOUR CLIENT'S TRADING ACCOUNT

Art. 5 (1) The Derivatives Trading Supplementary Account shall be used for placing orders and concluding transactions in the financial instruments issued by XTB, as well as for registering the funds deposited by the CLIENT.

(2) The transaction shall be reflected in the Trading Account at the time of its execution.

The trading account contains a list of transactions in financial instruments.

(3) The trading account shall contain the following parameters regarding transactions in financial instruments:

- 1) Transaction Number;
- 2) CLIENT's trading account number;
- 3) Name and surname of the CLIENT or company name or other designation;
- 4) Date, time and minute of order submission;
- 5) Type of transaction (sale/purchase);
- 6) Type of financial instrument;
- 7) Number of financial instruments transacted;
- 8) Starting price;
- 9) Closing Price;
- 10) Commissions to be paid by the CLIENT to the IP for the transactions executed in accordance with the Tariff in Annex II to the Supplementary Agreement
- 11) Sum of swap points and overnight financing;
- 12) Profit/loss on the transaction;
- 13) Other transaction parameters.
- 14) Identification of the place of execution -
- 15) Identification of the person reporting the transaction
- 16) Nature of the order, if other than purchase/sale;
- 17) Exchange rate when the transaction involves currency conversion;

(4) Profit or loss on transactions in financial instruments shall be determined in the currency of the trading account.

(5) The funds in the Trading Account, including those blocked at the time as margin, shall be used for the following purposes:

- 1) to cover commissions and fees due to the IP;
- 2) to cover the CLIENT's obligations with respect to the cancellation or adjustment of the terms of the transaction;
- 3) to cover negative balances on any trading account of the CLIENT;
- 4) to settle liabilities in closed transactions;
- 5) for use as margin.

(6) The IP shall carry out the CLIENT's instructions regarding the funds held in its Trading Account for the sole purpose of:

- 1) settlement of transactions in financial instruments;
- 2) transfer funds from one Trading Account to another;
- 3) cover commissions and fees payable to the IP;
- 4) transfer of funds to the CLIENT's bank account.

Art. 6 (1) An order to transfer funds from the Trading Account to the CLIENT's individual bank account may be made through any of the communication channels described in the Agreement and the General Terms and Conditions of the IP.

(2) Withdrawals from the Client's trading account may only be made to the bank account specified by the CLIENT on the questionnaire when signing the Supplementary Agreement or specified on a subsequent update of the credentials.

(3) The IP may refuse to execute an order for the CLIENT to withdraw funds from his/her trading account under the following conditions:

- 1) the bank account number in the withdrawal order does not correspond to the bank account specified by the CLIENT in the questionnaire.
- 2) the amount of funds the CLIENT wishes to withdraw exceeds the free margin
- 3) the funds must be blocked in accordance with applicable law

(4) The IP may block the possibility of making deposits and withdrawals from the Client's trading account if the CLIENT fails to provide the information and/or documents requested by the IP under applicable law, including where the IP is unable to implement the measures in the AML Act.

Art. 7 The CLIENT shall be entitled to withdraw funds from his/her trading account at any time unless:

- 1) the amount of the funds exceeds the available free margin in the Trading Account or any other account maintained by the IP for the CLIENT based on the Agreement or a Supplementary Agreement.
- 2) IP has reason to believe that the funds CLIENT intends to withdraw are or may be necessary to supplement margin requirements or to satisfy obligations to IP arising under CLIENT's contract or other agreement with IP.
- 3) funds must be blocked in accordance with applicable laws

Art. 8 The Client has the obligation to monitor the balance of his/her trading account in a timely manner.

CHAPTER FIVE SECURITY DEPOSIT

Art.9 (1) The security deposit represents the funds in the CLIENT's account with the IP. The security deposit (also referred to as margin deposit) shall serve to cover the risk of possible losses from exchange rate and price differences realized as a result of transactions concluded for his/her account by him/her or his/her authorized person under this agreement. The CLIENT may enter into trades provided that the balances in his/her account with IP are sufficient to maintain the positions already opened (if any) and for the new position the CLIENT wishes to open.

(2) The general margin requirements for the types of transactions under the signed Supplementary Agreement are set out on the website of the IP, which reserves the right to set and change specific margin requirements for specific transactions. The CLIENT undertakes to monitor the information on the IP website and accepts this method of notification.

(3) The margin determined in accordance with paragraph 2 shall be blocked in the respective trading account of the CLIENT.

Art. 10 (1) The CLIENT's current balance at any time is determined after adjusting the specific trading account with the following items:

- a) profit/loss on transactions in financial instruments that have not yet been completed;
- b) outstanding amounts of swap points and fees due to the IP;
- c) other charges and/or liabilities

(2) If the current balance falls below half of the required margin deposit, the CLIENT will receive a notice on the trading platform of the need to deposit an additional amount into their account until the required margin deposit is reached.

(3) If the current balance falls below 30% of the required margin deposit, the IP will close some or all of the CLIENT's open positions without the CLIENT's prior consent. The order of closing positions may be according to the loss on each position (with the position with the largest loss being closed first). In addition, the IP may, at its discretion, proceed to close some or all of the CLIENT's open positions even before the balance reaches 30% if it determines that doing so would protect the CLIENT from greater losses. Such actions shall not be deemed to be taken against the will or to the detriment of the CLIENT who expressly agrees to this when signing the Supplementary Derivatives Trading Agreement.

(3) It shall be the sole and exclusive responsibility of the CLIENT to monitor the balances in its accounts and to comply with the requirements for maintaining a minimum margin deposit thereon and to provide additional collateral if necessary.

(4) In order to comply with the margin requirements, the IP is entitled to transfer money and collateral from one account of the CLIENT to another, including by closing positions in the account from which the transfer was made. The right under the preceding sentence does not mean that the IP is obliged to do so. In exercising the right referred to in the first sentence of this paragraph, the maximum losses of the Investor from the trading of Contracts for Difference, including any associated costs, shall be limited to the total funds related to the trading of Contracts for Difference and held in the Investor's Account for trading Contracts for Difference.

CHAPTER SIX CONCLUSION OF TRANSACTIONS

Art. 11 (1) Transactions in financial instruments concluded by the CLIENT through a trading account do not create an obligation for the parties to actually deliver a specific underlying instrument.

(2) Transactions under this Agreement shall be executed on the basis of orders submitted by the Client, and the CLIENT shall receive from the IP a password for access pursuant to Article 2, paragraph 2 above to the electronic trading platform "ICMFX" used by the CLIENT. When placing an order, the CLIENT may use any of the other remote means of placing an order by email or telephone, subject to the general requirements for communication between the IP and the CLIENT.

(3) The order may only be made on a trading day.

(4) The CLIENT's order may be rejected and cancelled if the nominal value of the order exceeds the maximum order size listed on the IP website or if the opening position exceeds the maximum nominal value of the portfolio.

Art. 12 The IP may refuse to execute a transaction in the following cases:

- 1) the margin level is insufficient to execute the transaction;
- 2) the nominal value of the transaction exceeds the maximum order value determined in accordance with Article 11(4);
- 3) in respect of a spot order, if the price of the financial instrument deviates significantly from the order price;
- 4) if the liquidity provider cannot determine the market price of the financial instrument due to a lack of market data;
- 5) a force majeure event under Art. 17 par. 3 hereof;
- 6) the maximum nominal value of the portfolio is exceeded

Art. 13 In order to be valid, the order shall include the following elements:

- 1) name and surname of the CLIENT for natural persons or name of a legal entity;
- 2) date, time and minute of submission;
- 3) type of financial instrument to which the order relates;
- 4) order size;
- 5) order number;
- 6) type of order;
- 7) price of financial instrument;

Art. 14 (1) In executing the CLIENT's orders, IP shall use its best efforts to ensure that the orders are executed as soon as they are placed by the CLIENT.

(2) The CLIENT may modify or even cancel an order until the order has been fulfilled. IP will use its best endeavours to execute such instruction to change or even cancel the order, but the CLIENT cannot claim to IP that he/she could not have changed or cancelled his/her order if such instruction was given by the CLIENT at the time IP started to execute the instruction given.

(3) IP shall not be liable for any losses, lost profits or expenses incurred by CLIENT in connection with instructions or orders placed through the Trading Account:

- a) not received and therefore not accepted by the IP;
- b) if acceptance by the IP is delayed for reasons beyond the control of the IP.

(4) A position is opened by placing an order that contains all necessary parameters upon acceptance by the IP.

(5) Opening a position creates property rights and obligations associated with the purchase or sale of a financial instrument.

(6) When the CLIENT opens a position or places an order, the IP shall feed the amount of margin due in accordance with the margin requirements table.

(7) The order is accepted and executed only if the amount available in the CLIENT's account covers the margin required to maintain the open positions and to cover any additional transaction costs. If the funds are insufficient to execute the trade, the order may be rejected and deemed invalid in accordance with the Client Order Execution Policy.

The financial result of a closed position is converted into the currency of the account at the current exchange rate of the executing broker at the time of the transaction, visible in the trading platform.

CHAPTER SEVEN METHOD OF PROVIDING INFORMATION TO THE CUSTOMER

Art. 15 (1) IP shall provide the CLIENT with access to the following information on an ongoing basis through the Trading Account:

- 1) balance of the relevant account;
- 2) amount of margin currently applied;
- 3) current list of open and closed positions with financial instruments
- 4) current balance;
- 5) free margin;
- 6) value of financial instruments
- 7) parameters of submitted orders

(2) Immediately after the execution of a trade or the placing of an order by the CLIENT in the relevant real-time trading account, a confirmation of the concluded trade is generated and stored for evidentiary purposes by the IP.

(3) At the CLIENT's request, the IP shall provide detailed information on the execution of the Order on a durable medium, e.g. by e-mail.

(4) The IP shall provide the CLIENT, on a quarterly basis, on a durable medium (e.g. by email), a report of the CLIENT's financial instruments and/or the CLIENT's funds held by the IP pursuant to the Brokerage Services Agreement. At CLIENT's request, IP may provide reports in shorter periods.

CHAPTER EIGHT RISK AND LIABILITY

Art. 16 The CLIENT is aware and agrees that:

- 1) derivatives trading is highly speculative and involves a high degree of risk taking;
- 2) due to the nature of derivatives trading, slight price fluctuations can lead to significant losses;
- 3) it is impossible to guarantee income or protection against loss when trading derivative instruments and the CLIENT has not received such guarantees and assurances from the IP;
- 4) when trading under this agreement, it is possible that he/she may not only lose all the funds he/she has invested in financial instruments through margin purchases, but also have additional obligations to the IP in relation to them.

Art. 17 (1) The IP shall not be liable for delays in the transmission of orders due to malfunctions or problems in the communication systems, power outages or other unforeseen circumstances beyond the control of the IP.

(2) IP does not guarantee the continuous operability of the Platform and is not liable for damages caused by any interruption in their operation, except in cases of intentional acts on the part of IP.

(3) For the purposes of this Agreement, force majeure events include any event beyond the control of the IP that affects normal trading conditions and/or creates an unusual market situation, including, but not limited to, a power outage, communications outage or other problem, website unavailability, interruption of the operability of the Platform(s), imposition of restrictions on the relevant market, occurrence of unusual conditions or instability in the relevant market.

(4) The assessment of whether force majeure circumstances exist is entirely at the discretion of the IP.

Art. 18 (1) In addition to the above actions, in case of force majeure, the IP shall have the right to:

- 1) suspend or modify the application of any or all of the terms of the supplementary agreement to the extent that force majeure makes it impossible or impractical for the IP to comply with them;
 - 2) take any other action deemed reasonable and appropriate by the IP, the CLIENT and other clients of the IP
 - 3) interrupts the provision of access to the trading account in the event of a malfunction, for maintenance or to avoid damage;
 - 4) closes open client positions in order not to put the CLIENT at risk;
 - 5) refuses to accept orders from clients;
 - 6) closes any or all open client positions at the discretion of the IP
 - 7) increases spreads;
 - 8) reduces leverage.
- (2) In the event of force majeure, IP shall not be liable for any loss or damage of any kind arising from any failure, hindrance, interruption or delay in the performance of its obligations under the Supplementary Agreement.

CHAPTER NINE ADDITIONAL PROVISIONS

Art. 19 (1) In the event that these Special Terms and Conditions do not provide for specifics in the regime of conclusion and execution of contracts with clients, the General Terms and Conditions and the Policy for the Execution of Client Orders of IP shall apply.

(2) When concluding a supplementary agreement for trading with derivative instruments, the investment intermediary shall provide the CLIENT, in addition to the documents required in Article 6, paragraph 2 of the General Terms and Conditions, also these Special Terms and Conditions, as well as other documents from third parties, if such are required to be provided to the CLIENT on the basis of a legal provision and/or the contract between the IP and such third party.

(3) By signing the Supplementary Agreement, the CLIENT accepts these Special Terms and Conditions and declares that he/she understands and agrees that the orders submitted by him/her for trading in the Financial Instruments shall be accepted by the IP, which shall transmit them for execution to an executing broker in accordance with the trading conditions of the respective markets on which the Financial Instruments are traded, or to the executing broker if the Financial Instruments are traded only with the executing broker.

(4) By signing a supplementary agreement for trading via the electronic platform, the ownership of part or all of the cash amounts deposited by the CLIENT shall be transferred to the liquidity provider (including the amounts necessary to cover margin requirements) to the extent that they represent an amount necessary to open positions or to cover incurred or future obligations.

(5) In the event of the liquidity provider's insolvency, the CLIENT shall have no rights or claims to such funds.

(6) By signing a supplementary agreement, you agree that some or all of your funds may not be segregated from the liquidity provider's funds, which is entitled to use the funds for its own business, to transfer the funds to third parties (an intermediary broker, an OTC counterparty or a clearing firm).

(7) The IP shall not be liable for the acts or omissions of any third party.

CHAPTER TEN FINAL PROVISIONS

Art. 20 These provisions are adopted by a resolution of the Board of Directors of Investment Broker Intercapital Markets AD on 13.07.2022 and shall enter into force on the date of their adoption.