

FRAMEWORK AGREEMENT

1. Contracting Parties

CLIENT

NAME	SURNAME		CLIENT ID
<input type="text"/>	<input type="text"/>		<input type="text"/>
PERSONAL NUMBER	DATE OF BIRTH	PLACE OF BIRTH	COUNTRY OF BIRTH
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
TELEPHONE NUM.	EMAIL		TELEPHONE PASSWORD
<input type="text"/>	<input type="text"/>		<input type="text"/>
NATIONALITY	ID CARD	ID NUMBER	
<input type="text"/>	<input type="checkbox"/> ID <input type="checkbox"/> PASSPORT	<input type="text"/>	
PERMANENT RESIDENCY ADDRESS STREET	NUMBER	POSTAL CODE	CITY
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
CORRESPONDENCE ADDRESS STREET	NUMBER	POST CODE	CITY
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
TAX, PEP AND COMMUNICATION COUNTRY WHERE I PAY TAXES	TIN IF ASSIGNED		USA CITIZEN/RESIDENT
<input type="text"/>	<input type="text"/>		<input type="text"/>
AMERICAN TAX NUMBER			
<input type="text"/>	<input type="text"/>		

DO YOU OR ANY OF YOUR RELATIVES HOLD AN IMPORTANT PUBLIC POSITION, OR ARE INTERNATIONAL SANCTIONS BEING IMPLEMENTED AGAINST YOU?

YES NO

I AGREE THAT CORRESPONDENCE UNDER POINT 6.6 OF THE AGREEMENT WILL BE SENT TO ME ELECTRONICALLY.

YES NO

BROKER

FINAX, O.C.P., A.S.
BAJKALSKÁ 19B
82101 BRATISLAVA
COMPANY ID: 51 306 727

REPRESENTED BY:
JURAJ HRBATÝ,
CHAIRMAN OF THE BOARD

CONTACT

+421 2 2100 9985
CLIENT@FINAX.EU
WWW.FINAX.EU/EN

PAYMENT INSTRUCTIONS

BANK: TATRA BANKA A.S.
ACCOUNT NAME: FINAX CLIENTS
IBAN: SK42 1100 0000 0029 4805 0714
VS:
SWIFT: TATRSKBX

I AUTHORIZE THE FINANCIAL AGENT (FA) TO CARRY OUT ACTIVITIES PURSUANT TO ARTICLE 7 OF THE AGREEMENT:

TYPE:
NAME

ADDRESS

PERSONAL NUMBER

NBS REGISTRATION NUMBER

SUBORDINATE FINANCIAL AGENT
NAME

ADDRESS

PERSONAL NUMBER

NBS REGISTRATION NUMBER

PERSON ACTING ON BEHALF OF FA

I CONFIRM THAT I HAVE READ THE FRAMEWORK AGREEMENT AND HAVE FAMILIARIZED MYSELF WITH THE GENERAL TERMS AND CONDITIONS, PRICE LIST OF SERVICES AND OTHER CONTRACTUAL DOCUMENTATION OF THE COMPANY AND I EXPRESS MY AGREEMENT WITH THEM.

DATE

PLACE

FOR CLIENT

FOR BROKER

2. Subject of the Agreement, Client Account, and Fees

2.1 The subject of this agreement (hereinafter the "Agreement" or the "Framework Agreement") is the regulation of the rights and obligations of the Broker and the Client in the provision of the following services: (i) procurement or sale of financial instruments, (ii) custodial management, (iii) intermediation of opportunities to buy or sell a financial instrument. The Broker undertakes to act in accordance with the provisions of this Agreement, depending on the nature of the specific legal relationship or the Client's instruction.

2.2 The Broker, in accordance with the provisions of Section 31 et seq. of the Securities Act in conjunction with Section 577 et seq. of Act no. 513/1991 Coll. Commercial Code, undertakes to arrange, as a Commission Agent, in its own name and on behalf of the Client as the Principal, the investment service of reception and transmission of the Client's order relating to one or more financial instruments, and for this purpose to carry out activities to achieve the above-mentioned result, all under the conditions set out in this Agreement and in accordance with the Client's requirements and instructions, in accordance with binding legal regulations, rules and customs of domestic and foreign financial markets.

2.3 The Broker, in accordance with the provisions of Section 36 of the Securities Act in conjunction with Section 566 and subsequently of Act No. 513/1991 Coll. Commercial Code, undertakes to arrange, as a Mandatary, in the name and on behalf of the Client the investment service of reception and transmission of the Client's order relating to one or more financial instruments, and for this purpose to carry out activities to achieve the above-mentioned result, all under the conditions set out in this Agreement and in accordance with the Client's requirements and instructions, in accordance with binding legal regulations, rules and customs of domestic and foreign financial markets.

2.4. The Broker, in accordance with Section 37 of the Securities Act, undertakes to carry out activities enabling the Client to have the opportunity to buy or sell securities, if specifically agreed with the Client.

2.5 In the commission relationship established on the basis of this Agreement, the Broker acts as the Commission Agent and the Client as the Principal. In the mandate relationship established on the basis of this Agreement, the Broker acts as the Mandatary and the Client as the Mandant.

2.6 The Client undertakes to pay the Broker, duly and in a timely manner, the agreed fees and costs for the performance of the Broker's activities specified in Article 2.1 et seq. of this Article, the amount of which is set out in the Price List of Services, the content of which is published on the Broker's website www.finax.eu/en/legislation. The Client authorizes the Broker to debit the Client's account with fees charged to the Client pursuant to the Price List of Services by the financial agent.

2.7 The Broker undertakes to act with professional care and in accordance with the Client's instructions when arranging the purchase and/or sale of securities. The Broker may deviate from the Client's instructions only if this is in the Client's interest and if he cannot request his timely consent. The Broker is entitled to use another person to fulfill his obligation. In such a case, however, he is liable to the Client as if he were arranging the matter himself.

2.8 If the Broker has such a possibility, he is obliged, even without the Client's consent, to sell the security at a higher price than was stated in the order, or to buy the security at a lower price than was stated in the order. When executing Clients' orders in order to achieve the best possible result, the Broker shall proceed in accordance with the Order Execution Policy, which is published on the Broker's website www.finax.eu/en/legislation. In the event that the situation on the securities market does not allow the execution of the order with the specified conditions, the Broker shall not be obliged to procure the purchase or sale of securities.

2.9 The financial instruments acquired by the Client in connection with this Agreement shall be recorded, held, and managed by the Broker separately from the Broker's own assets. The Broker, in accordance with the provisions of Section 6, paragraph 8 et seq. of the Securities Act is authorized as an administrator to perform the acts necessary for the exercise and preservation of rights related to securities against third parties, and for this purpose, the Broker is authorized in its own name and on behalf of the Client to perform in particular the following activities:

- a) acceptance of a financial instrument in favor of the Client's account,
- b) delivery of a financial instrument to the debit of the Client's account,

c) attribution of interest, dividends and other payments arising from holding a financial instrument in favor of the Client's account.

2.10 The cash on the Client's account does not bear interest.

3. Instructions

3.1 The Client gives the Broker an instruction to procure the purchase or sale of securities or other financial instruments in the form of an instruction, which must meet the requirements set out in the GTC, and which must be entered by the Client in the manner specified in the GTC (hereinafter referred to as the "instruction"). If an instruction is submitted through the Electronic Communication Services (as defined in the GTC), it is deemed to meet all the requirements under the GTC, provided it was submitted within the scope and in the manner enabled by the electronic system.

3.2 Unless otherwise provided in the GTC, the term "instruction" also includes the submission of an instruction to perform another service offered by the Broker.

3.3 Unless otherwise provided in the GTC, the Client who is a natural person is authorized to give instructions to the Broker personally, through an authorized person or through an authorized person who presents to the Broker a valid written power of attorney containing the Client's authorization for such acting person and for such action, all to the extent and in the manner regulated by the GTC. If the authorized person is a financial agent, tied investment agent or investment firm (hereinafter referred to as the "Agent") within the meaning of the relevant provisions of the Securities Act, the provisions of the GTC shall apply to his actions and position, including with regard to the special method of submitting instructions to the Broker through the Agent. In the event that a special agreement is concluded between the Agent and the Broker, the provisions of this Agreement shall also apply to the actions and position of the Agent.

3.4 In the event that the Client gives instructions to the Broker under this Agreement through the Agent, he undertakes to confirm to the Broker, upon request, the correctness of the content of the instruction he gave to the Agent (so-called confirmation of the instruction). The Broker is entitled to request from the Client confirmation of each of his instructions received by the Broker from the Agent, in the form set out in the GTC.

3.5 The Broker warns the Client that he is entitled to refuse to provide the requested service in full or in part if its provision would threaten a conflict of interest between the Broker and the Client or between the Client and other clients of the Broker or otherwise pursuant to Section 71l of the Securities Act and further if the execution of the Client's instruction could lead to a disruption of the security of the financial system or market manipulation.

3.6 The Client is entitled to give the Broker or Agent his instructions regarding investment securities or collective investment securities also by telephone.

3.7 The Client is entitled to give the Broker or Agent an instruction exclusively from his/her telephone number specified in this Agreement ("Telephone"), or another contractually agreed telephone number. In the event that the Client gives an instruction from a telephone number other than that specified in this Agreement, the Broker or Agent is entitled to refuse to accept such instruction.

3.8 In order to place an instruction with a Broker or Agent by telephone, the Client undertakes to provide his/her name, surname and contractual password at the beginning of the telephone communication aimed at placing an order with a Broker or Agent.

3.9 The Contracting Parties declare that the Client's instruction given by telephone regarding investment securities to the telephone number of the Broker or Agent, meeting the other requirements of the GTC, is considered, pursuant to Section 34 et seq. of the Civil Code, to be a legal act (expression of will) of the Client leading to the creation, change or termination of rights and obligations that this Agreement and the content of the instruction given by the Client link to this expression.

3.10 In the event that the telephone number designated by the Client for entering orders under this Agreement changes, the Client is obliged to immediately notify the Broker of this fact in writing in advance, otherwise the Broker is not liable to the Client for any damage that the Client may incur as a result of breach of this obligation.

3.11 The Parties declare that the contractual password is confidential and is subject to protection by the Parties from its publication or disclosure to third party at any time during the validity of the contractual password and the effectiveness of this Agreement. In the event of a breach of the confidentiality of the contractual password by any of the Parties, the latter shall be liable for the damage caused to the other Party.

3.12 The Contracting Parties declare that the records of the Client's instructions entered by telephone are recorded by the Broker or Agent, the Client expressly agrees that these calls are recorded, and also that in the event of doubt about the existence or non-existence of such an instruction entered by the Client, these recordings may be used as evidence in administrative, criminal or judicial proceedings.

4. Client categorization

4.1 Clients are, according to their expertise, experience and knowledge to make their own investment decisions and to properly assess the risks involved, divided into three categories - i) a non-professional (retail) client, ii) a professional client and iii) an eligible counterparty. The Broker is required to place the Client in the appropriate category (non-professional client, professional client, eligible counterparty), and to inform the Client about this classification, as these categories differ in the extent of the Client's protection provided. The Broker provides the investment services for all client categories. A non-professional client benefits from the maximum level of protection prescribed in detail by legal regulations. The Broker has placed the Client in the "nonprofessional client" category. The exact definitions of the individual categories and their rights are contained in the Client Categorization Policy posted on the Broker's website www.finax.eu/en/legislation.

5. Broker's trade policies

5.1 In particular, the Broker is required to act honestly, fairly and professionally, in accordance with the best interests of the Client. The Conflict of Interests Prevention Policy is published on the Broker's website at www.finax.eu/en/legislation in the "General Information to Clients or Potential Clients before Provision of Investment Services" in the "Measures in case of a Conflicts of Interest." In the event of a conflict of interest, the Broker is always required to give priority to the Client's interest. The Broker is obliged to inform Clients about the details, and the specific threat of conflict of interest.

5.2 The Broker is obliged to take such measures as to obtain the best possible result for the Clients when executing their instructions, taking into account the price, costs, speed and probability of execution of the order, settlement of the trade, size and nature or other criteria related to the execution of the order. If the Client issues a specific instruction regarding the order or its specific nature, the Broker is obliged to execute the order in accordance with such specific instruction, and such action shall be deemed to have fulfilled the obligation to obtain the best possible result for its Client. The Broker is obliged, upon the Client's request, to demonstrate that it has executed the Client's order in accordance with the "Order Execution Policy", published on the Broker's website www.finax.eu/en/legislation.

5.3 The Broker uses the following forms of communication when dealing with clients:

- a) personal conversation,
- b) delivering documents by mail,
- c) communication via e-mail,
- d) telephonic communication.

5.4 The Client is entitled to be provided with comprehensible information, mainly about:

- a) the Broker and the services provided by him,
- b) financial instruments and proposed investment strategies, they should include relevant notices and warnings regarding the risks associated with investments in those instruments or certain investment strategies, the protection of the financial instruments or the Client's funds and whether the financial instrument is intended for non-professional clients or professional clients, in view of the identified target market,
- c) the place of provision of the service,
- d) the systems for handling and transmitting instructions, including order execution strategies,
- e) all costs and associated charges that must include information related to investment services and ancillary services, including consultancy charges, the cost of the financial instruments recommended to the client and how the clients can pay for them, including any third-party payments,
- f) all investment services and transactions (reporting) provided so that the Client is reasonably informed to be able to understand the nature and risks of the investment service and the type of financial instrument offered and subsequently make an informed investment decision.

5.5 In accordance with applicable law, the Broker is, in certain cases, required to use a durable medium for the communication of mandatory information which is in principle in form of a document, the other form of communication via another durable medium is determined by Client in Art. 1 of this Agreement.

5.6 The Broker handles the complaint in accordance with applicable law, in particular with the law on the protection of consumers in respect of distance financial services. Details of the rights and obligations of the Client are included in the Complaints policy published on the Broker's website www.finax.eu/en/legislation.

5.7 The Client is informed on Broker's website about the following:

- a) the Broker and the services he provides,
- b) the place of provision of the service,
- c) all costs and associated charges that must include information related to investment services and ancillary services, including advisory charges, the cost of the financial instruments recommended to the Client and how the clients can pay for them, including any third-party payments,
- d) General Terms and Conditions,
- e) the strategy of order execution,
- f) financial instruments and risks related to financial instruments,
- g) client categorization policy,
- h) complaints policy,
- i) information on Guarantee fund for Investments,
- j) general information to clients or prospective clients prior to the provision of the investment service.

5.8 The Broker is authorized to provide the Client with remote access via internet connection to all information related to the activities under this Agreement, including any information that the Broker records about the Client and the transactions executed under this Agreement, and the Client hereby gives the Broker explicit consent to this method of disclosure, and takes into consideration that all such information is binding on the Broker and is considered as the information provided in the form agreed in Art. 1 of the Agreement.

5.9 For the purpose of such remote access, the Client has set up initial access keys that allow him / her to access the relevant Internet application and which the Client creates in the registration process or is provided by the Broker.

5.10 The Client may use for communication with the Broker English or language that the Broker uses in the documentation, published on the Broker's website www.finax.eu. The Client agrees that the Broker is entitled to provide the Client with information in these languages. Regardless of the above mentioned, the Broker reserves the right to communicate with the Client in English. In the case of communication with the Broker's tied financial agent, the Client may use, for the communication through the tied financial agent, the language of the country of operation of the tied financial agent.

6. Client statement

6.1 By his signature, Client expressly agrees with:

- a) Order Execution Policy published at www.finax.eu/en/legislation,
- b) execution of the Client's instructions outside the regulated market, the multilateral trading facility or outside the organized trading facility (ie "OTC Markets"), in relation to all transactions,
- c) providing information, that are not designated personally for the Client, via www.finax.eu/en/legislation,
- d) providing information to the Client on a durable medium, in particular through the means of Electronic Communications Services in accordance with GTC. The durable medium includes, in particular, CD-ROMs, DVDs, hard disks of personal computers where e-mail is stored. In case the Client has stated its e-mail address in Art. 1 of the Agreement, the information will be sent to this e-mail. If he did not provide an email address, he may ask for information to be provided on another durable medium in writing.

6.2 Client confirms that:

- a) he understands that he accepts the Agreement provided by the Broker and in the event of any reservations to the content of this Agreement, he is entitled to sign a separate agreement with the Broker,
- b) he has become familiar with the wording of the Agreement and confirms the completeness, timeliness and truthfulness of his personal data and the information provided therein and agrees with all the information in Art. (1) to (8) of this Agreement,
- c) he has become familiar with the content of the General Terms and Conditions and Price List,
- d) all his or her responses in regard to the knowledge, experience, investment objectives, financial situation and relationship to the risks that form part of the registration form are true and he honestly declares that all such information, in Art. 1 of this Agreement and the documents submitted in connection with this Agreement are current, complete, true and credible,
- e) he has become familiar with all costs and associated fees for investment services and ancillary services provided under this Agreement, including any third-party payments,
- f) he has been provided with information on the principles and on the right to request a change of classification under the client categorization policy published in the Legislation section of the Broker's website, and on his classification as a non-professional client. The Client expresses his/her consent to be classified as a non-professional client,
- g) has been informed about the nature and risks associated with the investment services provided, about his rights to be provided with information by the Broker, about the method and scope of the client protection system and the guarantees provided by this system, about the obligations and responsibilities of the Broker and about the method and frequency of valuation of financial instruments in the Client Portfolio,
- h) he is not a person with a special relationship with the Broker,
- i) the funds he uses to execute a transaction or transactions with a value of more than EUR 15,000 (or the counter value of the relevant currency) are in his possession; he is the ultimate beneficiary; and the conclusion of this Agreement and all transactions are carried out on its own behalf and on his / her own account, otherwise the Client is obliged to mention the name, surname, ID number or date of birth and permanent address, nationality of the natural person, type and number of the identity document or name, registered office and identification number of the legal entity or business entity (in case it has been assigned) who owns the funds, on whom behalf the transactions are made and who is the ultimate beneficial owner. Client should also provide the Broker with the written consent of the person concerned to use his funds for the trade purposes and to execute the transaction on his account, otherwise shall be liable for any damage caused by his failure to act. At the same time, the Client declares that the funds he uses to execute the transaction, or transactions are not coming from any criminal activity and the conclusion of the Agreement, nor fulfillment of its obligations and transactions does not constitute a suspicious financial activity under applicable law on the protection against the money laundering. At the same time, Client confirmed in the Art. 1 of the Agreement, whether or not he is a politically exposed person within the meaning of applicable law on the protection against the money laundering. The Client undertakes to notify the Broker without undue delay about any changes to the facts stated in this statement, in writing.

j) he will notify the Broker without undue delay about any change in his identification data and information referred to in Art. 1 in this Agreement, including the change of tax residence and data in the list of its controlling persons, assignment of a tax identification number and he hereby undertakes to notify about any change of the data by means of a self-certification within 30 days from the date of the change if any information or any statement referred to in Art. 1, becomes untrue as a result of changing circumstances. The Client also, with his signature, undertakes to provide the Broker with additional information and a self-certification for the purposes of the obligations under Act no. 359/2015 on Automatic Exchange of Information on Financial Accounts for the Administration of Taxes and on Amendments to Certain Acts, k) he has become aware of and agrees with the Privacy Policy posted on the Broker's website www.finax.eu/en/legislation. The Broker, in accordance with these principles, obtains and processes the provided personal data in accordance with Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and with Act no. 18/2018 on the Protection of Personal Data and on Amendments to Certain Acts (hereinafter referred to as "GDPR").

6.3 The Client - a foreign person hereby declares that he is the actual owner of the income he realizes under this Agreement, and that the income is in accordance with the law of the State in which the Client is tax resident.

6.4 The Client agrees that this Agreement may be concluded electronically and remotely.

6.5 The Client agrees that the Broker is entitled, due to legal obligations during the validity of the Agreement, to record and save all of the Client's calls, which may include the removal of errors in the Client's identification referred to in Art. 1 of the Agreement, to the recording equipment.

6.6 The Client confirmed in Art. 1 of the Agreement whether he agrees or disagrees with the use of electronic communication services in accordance with GTC so that the correspondence where his signature is not required or whose nature allows it has been sent electronically to the e-mail address specified in Art. 1 of the Agreement, or published on the Broker's website after the client has signed in to his / her account, otherwise the correspondence will be sent to him / her in writing to his / her address of permanent residence or to the correspondence address if he / she has given it, in Art. 1 of the Agreement.

6.7 The client has informed his/her spouse/partner of the intended investment and has obtained his/her spouse's/partner's consent to carry it out.

7. Use of financial agents

7.1 The Client, by his consent in Art. (1) of the Agreement and with his/her signature entitles the financial agent (hereinafter "FA") referred to in Article 1 of the Agreement to carry out, during the period of validity of this Agreement, on his / her behalf and on his / her account, instructions and orders of the Client, related to the provision of service according to this Agreement, to provide the Broker with all information and documents, needed by the Broker to provide services, including submitting copies of documents as well as other relevant documentation related to this Agreement and to inform about the balance and movements on the Client's account. According to this article, the provisions applicable to dis possessors provided for by the Art. 4 of the General Terms and Conditions also apply to the proceeding and termination of the financial agent consent.

7.2 The Client agrees that the FA shall perform the authorized subject referred to in the preceding paragraph exclusively in person.

7.3 In accordance with the law and the Privacy Policy published on the Broker's website at www.finax.eu/en/legislation the FA is in the position of the Processor authorized to process the personal data of the data subjects (clients).

8. Final provisions

8.1 The Agreement is concluded for an indefinite period, but the Agreement may be terminated in writing by mutual agreement by both parties or may be terminated at any time in writing by either of the parties, even without giving any reason whatsoever, with the notice period of 3 months. The notice period begins on the following day after the notice is sent to the other party, unless other provisions of GTC or the Agreement with the Client imply anything else.

8.2 This Agreement becomes valid and effective on the day when

- a) both a written agreement signed by the Client in his physical presence is delivered to the Broker and the Client's funds are delivered to the Broker's account; or
- b) The Broker and the Client shall conclude a written agreement electronically by the Client sending funds to the Broker's account, and the Client shall perform the following actions for the purpose of the Client's identification and verification of identification:
 - i. Verification of the email address and phone number,
 - ii. The Client shall send a copy of or upload the ID card or other identity document to the Broker.

8.3 The legal matters not explicitly governed in this Agreement, are governed by the GTC and the relevant provisions of Act no. 566/2001 on securities and investment services and the relevant provisions of Act no. 40/1964 Coll. Civil Code and Act no. 513/1991 Coll. The Commercial Code and other generally binding legal regulations of the Slovak Republic. To avoid any misunderstanding, this does not affect the consumer protection, stated by the law of the country, where he / she has his / her habitual residence within the meaning of Article 6 par. 2 of Regulation No 593/2008 of the European Parliament and of the Council on the law applicable to contractual obligations (Rome I). In order to resolve any disputes arising from a contractual relationship based on this Agreement or claims for damages, the parties have agreed on the exclusive jurisdiction of the competent court in Bratislava, the Slovak Republic, without the prejudice of the possibilities offered to consumers by Article 18 of the Regulation No 1215/2012 of the European Parliament and of the Council on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters.

8.4 The Broker reserves the right to change the GTC, for the reasons stated in the GTC, and to inform the Client thereof by means of a notice at the Broker's place of business and on the internet site www.finax.eu/en/legislation. The Client is entitled to express disagreement with the change in the GTC in the manner and within the period specified in the GTC.