

**General Business Terms and Conditions**  
**of SLÁVIA CAPITAL, a.s., obchodník s cennými papiermi**

Business name: SLÁVIA CAPITAL, a.s., obchodník s cennými papiermi  
Registered office: Ružová dolina 25, 821 09 Bratislava  
ID No.: 31 395 554  
LEI code: 097900BHJN0000082014  
Registered in: Companies Register of the District Court of Bratislava I  
Section Sa, File No.: 837/B

**Art. 1 Introductory Provision**

- 1.1. These General Business Terms and Conditions (hereinafter referred to as the “**Business Terms and Conditions**” or abbreviated as “**GBT&C**”) govern the relationship between **SLÁVIA CAPITAL, a.s., obchodník s cennými papiermi** as the provider of services under Act No. 566/2001 on Securities and Investment Services and on the Amendment and Supplementation of Certain Acts (Act on Securities) as amended and its clients as parties to the agreement based on which the services are being provided and part of content of which is determined by reference to these GBT&C. In such a case, these GBT&C shall be considered an integral part of the agreement. **SLÁVIA CAPITAL, a.s., obchodník s cennými papiermi**, issues these GBT&C based on the provision of Section 273(1) of Act No. 513/1991, the Commercial Code, as amended. Where required, special business terms and conditions may be issued going forward, governing the partial aspects of the mutual legal relationship of the contracting parties. The price lists issued by **SLÁVIA CAPITAL, a.s., obchodník s cennými papiermi**, are of nature of special business terms and conditions.
- 1.2. More detailed provisions on all rights and obligations of the Client and of the Investment Firm are set forth in individual separate agreements to be concluded for the purposes of providing individual investment services, investment activities and ancillary services (hereinafter referred to as the “Agreement” or “Agreements”). In the event of discrepancy, provisions of the Agreement shall prevail over the provisions of the special business terms and conditions as well as over the provisions hereof. In the event of discrepancy between the provisions of the special and general business terms and conditions, the special business terms and conditions shall prevail.

**Art. 2 Selected Abbreviations and Definitions**

- 2.1. The abbreviations and terms used herein, in the special business terms and conditions or in the provisions of the Agreement shall have the meaning referred to in this Article, unless expressly provided otherwise or unless the context in which they are used otherwise requires, without greater doubts.

**“Investment Firm”** shall mean SLÁVIA CAPITAL, a.s., obchodník s cennými papiermi

**“Client”** shall mean any natural person or legal entity to whom/which services are provided in line with these GBT&C based on the Agreement with the Investment Firm

**“Remuneration”** shall mean remuneration of the Investment Firm for the matters handled and services performed by it in accordance with the Price List or in the amount set forth in the respective provisions of the Agreement

**“Price List”** shall mean a document containing information on fees associated with investment services

**“Act”** shall mean Act No. 566/2001 on Securities and Investment Services and on the Amendment and Supplementation of Certain Acts

**„Test of Appropriateness”** shall mean a test of appropriateness based on which the Investment Firm requests provision of information from the Client pursuant to and for the purposes referred to in Section 73g of the Act

**“Conflicts of Interest Policy”** shall mean a policy in a conflict of interest as a set of measures adopted by the Investment Firm pursuant to Section 71l et seq. of the Act

**„Best Execution Policy”** shall mean the best execution policy adopted pursuant to Section 73p of the Act

**“Order”** shall mean the Client’s order to handle a matter or perform a service

**“Investment Guarantee Fund”** established under Section 80 of the Act

**“Regulation”** is a Commission Delegated Regulation (EU) supplementing Directive 2014/65/EU of the European Parliament and of the Council as regards organisational requirements and operating conditions for investment firms and defined terms for the purposes of that Directive

**“Test”** shall mean a Test of Suitability (in the event of investment services of portfolio management and investment advice) or Test of Appropriateness (in the event of other investment services)

**“Politically Exposed Person (PEP)”** shall mean a natural person who is or has been entrusted with a prominent public function. A Politically Exposed Person shall mean:

a) a natural person in a prominent public function, i.e. a head of state, Prime Minister, Deputy Prime Minister, Minister, head of central body of state administration, state secretary or similar deputy minister, a member of Parliament, a judge of the supreme court, judge of the constitutional court or other judicial bodies of higher instance, against the decision of which no appeal may be lodged, except special cases, a member of the court of auditors or of the central bank board, an ambassador, chargé d’affaires, a high-ranking officer in the armed forces, military corps or armed security forces, member of executive body, supervisory body or auditing body of a state enterprise or a state-owned company or a person holding a similar post in the institutions of the European Union or international organizations, a member of the statutory body of a political party or political movement.

b) a natural person who is

- the spouse or a person equivalent to a status of the spouse of the person referred to in letter a),
- the child, son-in law or daughter-in law of a person referred to in letter a) or a person having a status similar to that of son-in law or daughter-in law of a person referred to in letter a), or
- the parent of the person referred to in letter a).

c) A PEP shall also mean a natural person known to be the ultimate beneficial owner of

- the same client or to be otherwise in control of the same client, as a person referred to in letter a) or running a common business with the person referred to in letter a), or
- the client who has been established in favour of the person referred to in letter a).

**“Investment Firm’s Account”** shall mean a bank account of the Investment Firm, with IBAN SK397500000000155347463, held with Československá obchodná banka, a.s. SWIFT: CEKOSKBX.

### **Art. 3 Fair Conduct of the Investment Firm**

- 3.1. By concluding the Agreement, the Client notes that the Investment Firm shall be bound, when providing services to the Client and other clients, by obligations as an investment firm under the Regulation, the Act and other legal regulations.
- 3.2. When providing investment services or ancillary services and performing investment activities, the Investment Firm is obliged, pursuant to the Act, to act in compliance with the principles of fair trade practice, honestly, fairly, and with professional diligence in the interest of its clients. The Investment Firm is obliged to perform its activity so as to avoid impairing the security of the financial system and it shall not perform any activities leading towards the manipulation of securities rates.
- 3.3. In the event of a potential conflict of interest, the Investment Firm is obliged to favour the interests of the Client over its own and, in the case of a conflict of interest of Clients, to ensure equal and fair treatment of all Clients. More details on the conflict of interest, in particular the list of potential conflicts of interest, are provided and mandatorily published by the Investment Firm on its website ([www.slaviacapital.com](http://www.slaviacapital.com)) and, where stipulated by the Law and the Regulation, also through the type of a durable medium selected by the Client based on a special agreement concluded between the Investment Firm and the Client.
- 3.4. The Investment Firm shall inform the Client about the prices, costs and other data on the financial instruments and investment services on its website and through the type of a durable medium selected by the Client, as well as on the premises of the Investment Firm. At any time, the Client is entitled to request information on facts which could affect the Client’s decisions. At the same time, the Investment Firm shall publish important information concerning trading on its website. Similarly, the Investment Firm shall publish, or specify upon the Client’s request, potential offers obtained from third parties in relation to the provision of investment services, investment activities and ancillary services to the Client.

### **Art. 4 Communication with the Client**

- 4.1. The Investment Firm shall make sure that all the information, including marketing communications addressed by the Investment Firm to the Client, is fair, clear and not misleading. The information provided by the Investment Firm to the Client as a retail client must meet the requirements of Article 44 of the Regulation, in particular, it must be accurate and shall not reference any potential benefits of an investment service or financial instrument without giving a fair and prominent indication of any relevant risks, it must be presented in a way that is likely to be understood by, the average member of the group to whom it is directed, and it shall not disguise, diminish or obscure important items, statements or warnings.
- 4.2. If the Client consents in the Agreement to electronic sending of information, the Client acknowledges to have regular access to the Internet. This consent applies, inter alia, to

the updates of any information provided as well as to information on changes in the Best Execution Policy. Where the information cannot be provided through a website, the Client shall choose communicating by electronic mail as a preferred method of communication with the Investment Firm and agree that the communication by electronic mail (e-mail) is considered communication on a durable medium in all cases where communication on a durable medium is required or communication by electronic mail is allowed by the Act or the Regulation. Using the Client's e-mail address, the Investment Firm shall inform the Client about the location of the information on the Investment Firm's website. If the Client decides to change his/her electronic mail address, the Client is obliged to inform the Investment Firm without undue delay about such a fact, together with the Client's new electronic mail address.

- 4.3. The Investment Firm shall communicate with the Client in Slovak and/or English, unless the Parties agree otherwise.

## **Art. 5 Categorisation**

- 5.1. The Investment Firm is obliged to classify the Client in the relevant category (retail client, professional client, eligible counterparty), and individual categories vary in terms of various level of protection provided to the Client. As regards the categorisation, the rights and obligations shall be provided in more detail in a document published on the Investment Firm's website ([www.slaviacapital.com](http://www.slaviacapital.com)) entitled Categorisation.
- 5.2. The Client classified in the category of professional clients is entitled to request that the Investment Firm treats him/her as a retail client. The Client's request shall be effective vis-à-vis the Investment Firm only if in writing (which, in this case, does not entail electronic communication) and delivered to the Investment Firm.
- 5.3. The Client classified in the category of retail clients is entitled to request that the Investment Firm treats him/her as a professional client after fulfilling the conditions set forth in the Act. The Client's request shall be effective vis-à-vis the Investment Firm only if in writing (which, in this case, does not entail electronic communication) and delivered to the Investment Firm. The Investment Firm is entitled, but not obliged, to accept such a request. Change of the Client's classification shall be subject to a special arrangement between the Investment Firm and the Client.
- 5.4. The Client represents to be aware of the fact that as long as he/she is classified by the Investment Firm in the category of professional clients, the Investment Firm is entitled to assume that the Client has all the knowledge and experience concerning particular types of transactions and services performed pursuant to the Agreement and the financial instruments which allow the Client to be aware of the risks associated with the relevant type of transactions and services.
- 5.5. If the Client is categorised by the Investment Firm as a professional client or eligible counterparty, the Client undertakes to inform the Investment Firm immediately about any change which might affect the Client's current categorisation as a professional client or eligible counterparty. If the Investment Firm obtains information that the Client no longer complies with the initial conditions authorising the Investment Firm to categorise the Client as a professional client or eligible counterparty, the Investment Firm shall take every measure to classify the Client in the category of retail client. If the Client is categorised by the Investment Firm as a professional client, the Client undertakes to inform the Investment Firm about any change which might affect the Client's current categorisation as a professional client. If the Investment Firm obtains information that the Client no longer complies with the initial conditions authorising the Investment Firm to categorise the Client as a professional client, the Investment Firm shall take every measure to classify the Client in the category of retail client.

## **Art. Test of Suitability and Appropriateness**

- 6.1. When providing investment advice or portfolio management, the Investment Firm shall obtain the necessary information regarding the Client's knowledge of and experience in investments, relating to the specific type of financial instrument or investment service or ancillary service, their financial situation and their investment objectives, and based on the information so obtained to recommend the Client the investment services and financial instruments that are suitable for the Client with regard to the identified degree of the Client's knowledge and experience.
- 6.2. When providing investment services other than investment advice and portfolio management, the Investment Firm shall request that the Client provides information concerning the Client's knowledge and experience in investments, relating to the specific type of financial instrument, investment service or ancillary service being offered or required so that the Investment Firm could determine whether they are sufficient for the Client to be aware of the risks associated with the relevant type of financial instrument or investment service or ancillary service being offered or required and whether they are appropriate for the Client.
- 6.3. The Client notes that as regards the reception and transmission of the Client's Order concerning a non-complex financial instrument or another financial instrument under the provision of Section 73h(1) of the Act at the initiative of the Client, the Investment Firm is not obliged to assess the appropriateness of the relevant service or financial instrument and the Client shall not benefit from the protection arising from the respective provisions of the Act on the rules of the Investment Firm's activity in relation to its clients.
- 6.4. The Client acknowledges and warrants that the information provided to the Investment Firm in the Test is true, complete and accurate. The Client notes and acknowledges that going forward, the Investment Firm is entitled to call upon the Client when providing the activities and Orders to provide a new Test, authorising the Investment Firm to obtain, at any time going forward, the necessary information concerning the knowledge and experience of the Client in investments and the Investment Firm's investment service being provided, as well as information concerning the Client's financial standing and risk tolerance.

## **Art. 7 Orders**

- 7.1. Orders given pursuant to the Agreement by the Client to the Investment Firm must be due Orders, i.e. Orders which are, in the Investment Firm's opinion, comprehensible, clear, complete, definite and complying with the terms and conditions of the Agreement.
- 7.2. All due Orders must be in writing (an Order made by fax or e-mail in line with these GBT&C and/or the relevant Agreements is considered as such) and signed by persons whose names are provided by the Client in a written notice for the Investment Firm (until another written notice cancels the original notice) and who are identified as persons duly authorised by the Client to give due Orders. Hand-written signatures of these persons shall be presented to the Investment Firm as specimen signatures.
- 7.3. Orders may be sent by fax or e-mail following the conclusion of the Agreement on the issuance of a fax table containing provisions on the method of authorisation and limitation of the Investment Firm's liability. Orders must be verified pursuant to the Agreement on the issuance of a fax table. For the purposes of authorisation of oral Orders, the Investment Firm shall issue a fax table for the Client pursuant to a special agreement,

the receipt of which shall be confirmed by the Client's signature (hereinafter referred to as the "**Fax Table**").

- 7.4. If the Client gives the Order by fax or e-mail, the Client is obliged to authorise it using the respective code in the Fax Table; if the Client enters a code complying with the code located in the same coordinates of the other copy of the Fax Table held by the Investment Firm, the Order shall be considered authorised. If the Client enters an incorrect or no code, the Investment Firm shall not execute the Order.
- 7.5. The Client is obliged to protect the Fax Table against losses, damage or destruction. If the Client loses the Fax Table, it is stolen from the Client, destroyed or the Client no longer can use the Fax Table in any manner whatsoever, the Client is obliged to inform the Investment Firm immediately of this fact in writing, by fax or e-mail. Upon delivery of such notice, the Client may give Orders only in writing or in person once the Client identifies himself/herself, until a new Fax Table is issued for the Client.
- 7.6. The Investment Firm bears no liability for any losses incurred by the Client due to the Orders executed until the delivery of the Client's notice under the previous item to the Investment Firm. For these purposes, an Order based on which the Investment Firm has already taken steps necessary for the execution of such Order and received the notice of loss of the Fax Table after it took such steps, and the execution of such steps taken can no longer be unilaterally suspended by the Investment Firm, shall be considered to have been executed.
- 7.7. Not later than upon conclusion of the Agreement, the Investment Firm and the Client shall exchange their contact addresses, phone and fax numbers, and e-mail addresses used for sending due Orders and communication under the Agreement. Such information may be changed by the Investment Firm and the Client at any time and such change shall take effect upon its due delivery to the other contracting party.
- 7.8. The Investment Firm is not obliged to act and proceed pursuant to the due Orders, unless they contain information which may be reasonably required by the Investment Firm for the purposes of due fulfilment of its obligations under the Agreement or provided their content and execution is or will be contrary to the Act, legal regulations, Operating Rules, or any decision of the respective authority or document binding upon the Investment Firm or the Client.
- 7.9. The Orders which comply with the requirements pursuant to the above-mentioned shall be considered due Orders and the Investment Firm can act in accordance with such Orders, regardless of whether they contain a genuine signature or whether their author or sender really had the power to grant them or whether such power was cancelled.

## **Art. 8 Handling Complaints**

- 8.1. The Investment Firm has mandatorily in place and implements effective and transparent procedures of a reasonable and prompt handling of complaints and keeps records of every complaint and the steps taken to resolve it. More information concerning complaints is available in the Complaints Rules.

## **Art. 9 Client's Representations**

- 9.1. The Client represents and acknowledges that the Investment Firm has provided him/her with all the information the Investment Firm is obliged to provide the Client with under the Act, namely, among others, in particular, without limitation, the following information concerning:

- 9.1.1. the Investment Firm and the services it provides,
  - 9.1.2. the financial instruments and proposed investment strategies, including appropriate guidance on and warnings of the risks associated with investments in these instruments or in respect of particular investment strategies, and about the safeguarding of financial instruments or funds of the Client, and whether the financial instrument is intended for retail clients or professional clients, with regard to the identified target market,
  - 9.1.3. the service execution venue,
  - 9.1.4. all costs and related fees, which must entail information related to investment services and ancillary services, including the costs of advice, costs of financial instruments recommended for the Client and how the Client can reimburse the same, including any third-party payments, so that the Client could be able to understand correctly the nature and risks of an investment service and a particular type of financial instrument being offered and, subsequently, to adopt responsible investment decisions,
  - 9.1.5. the policies and protection of financial instruments or funds of the Client, including information on custody and on compensation scheme and the Investment Guarantee Fund,
  - 9.1.6. the information about the Price List, costs and related fees,
  - 9.1.7. the information representing the Best Execution Policy,
  - 9.1.8. the information representing the Conflicts of Interest Policy,
  - 9.1.9. the product information sheet,
  - 9.1.10. the recording of all conversations and communication between the Investment Firm and the Client which lead or may lead to transaction. A copy of the record of such conversations and communication shall be available for the Client upon request during the period of five years.
- 9.2. At the same time, by concluding the Agreement, the Client acknowledges to the Investment Firm that within the pre-contractual information obligation, the Client has been informed of and received the following documents in paper form, as set forth and required by the Act and the Regulation:
- 9.2.1. Pre-Trade Obligation;
  - 9.2.2. Best Execution Policy;
  - 9.2.3. Information on the Investment Firm's Commission;
  - 9.2.4. Information on the Fees Associated with Investment Services, including annexes;
  - 9.2.5. Rules for Complaints;
  - 9.2.6. Information (i) on the existence and conditions of all financial collaterals in relation to Financial Instruments or funds of the Client held by the Investment Firm or on any right of offset of receivable in relation to these Financial Instruments or funds of the Client; and (ii) on the fact that the person with whom the Financial Instruments are recorded may hold the right of pledge or another security right over these Financial Instruments or funds of the Client, or the right of offset of receivable in relation to these Financial Instruments or funds of the Client. If such financial collaterals and/or rights of offset of receivable in relation to the Financial Instruments or funds of the Client incur during the term of the Agreement, as well as if the person with whom the Financial Instruments are recorded acquires, during the term of the Agreement, a right of pledge or another security right over these Financial Instruments or funds of the Client or the right of offset of receivable in relation to these Financial Instruments or funds of the Client, the Investment Firm shall inform the Client without undue delay prior to the occurrence of such fact.

- 9.3. By concluding the Agreement, the Client acknowledges to the Investment Firm that he/she agrees with:
- 9.3.1. the Best Execution Policy and the Conflicts of Interest Policy and notes that the terms and conditions of an individual Order prevail over the Best Execution Policy and they may prevent the Investment Firm from applying the Best Execution Policy in its entirety;
  - 9.3.2. the Investment Firm executing any Client's Order also outside a regulated market or a multilateral trading facility;
  - 9.3.3. with the Investment Firm being entitled to merge the Order with the orders of other Clients or with its own orders, however, unless it is likely that the merger of orders will be, in overall, to the disadvantage of any of the Clients whose orders are to be merged. Nevertheless, the Client notes and agrees that the merger of orders may be to his/her disadvantage in some cases and to his/her advantage in some cases. In any case, the Investment Firm shall merge the orders only in accordance with the relevant provisions of the Act and the Regulation;
- 9.4. By concluding the Agreement, as regards every transaction worth at least EUR 15,000, the Client acknowledges to the Investment Firm that the Client is the holder of funds used by the Client to perform the transaction and that the Client trades on its own account. If such funds are held by another person or if the transaction is performed on account of another person, the Client is obliged to inform the Investment Firm of the name, surname, birth registration number or date of birth and address of permanent residence of a natural person or the name, registered office and identification number of a legal entity, if any, holding the funds and on whose/which account the transaction is performed; in such a case, the Client is obliged to provide the Investment Firm with a written consent of the data subject to use his/her funds for the transaction being performed and to the performance of such a transaction on his/her account.
- 9.5. By concluding the Agreement, the Client acknowledges to the Investment Firm that he/she is not a Politically Exposed Person. If this fact changes, the Client is obliged to inform the Investment Firm immediately about the same. If such an obligation is breached, the Client shall be liable to the Investment Firm for any damage incurred by the Investment Firm due to the breach of such an obligation.

## **Art. 10 Personal Data**

- 10.1. Under Section 2 of Act No. 18/2018 on Personal Data Protection and on the amendment and supplementation of certain acts (hereinafter referred to as the "Act on Personal Data Protection"), personal data are data concerning an identified or identifiable natural person who may be identified directly or indirectly, in particular, based on a generally applicable identifier, another identifier, such as name, surname, an identification number, location data, an online identifier or based on one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 10.2. The data subject whose personal data is processed is the Client. The Client provided his/her personal data directly, independently and voluntarily. The controller processing the Client's personal data is the Investment Firm. The contact details of the data protection officer pursuant to Section 19(1)(b) of the Act on Personal Data Protection and Article 13(1)(b) of Regulation (EU) 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 (hereinafter referred to as the "GDPR") are as follows: dpo2@proenergy.sk.

- 10.3. By concluding the Agreement, the Client notes that the Investment Firm shall process the Client's personal data provided in the Agreement and in all documents related to the legal relationship established by the Agreement in order to provide investment services in line with Section 13(1)(b) of the Act on Personal Data Protection and Article 6(1)(b) of the GDPR, to an extent and in a manner set forth in the Act, as well as for the purposes of prevention and detection of legalisation of proceeds of criminal activity and terrorist financing, to an extent set forth in Section 19(1) of Act No. 297/2008 on the Prevention of Legalisation of Proceeds of Criminal Activity and Terrorist Financing.
- 10.4. The Investment Firm may provide personal data to qualified entities, such as institutions and organisations who are authorised to data processing by a special legal regulation, or contracting partners (in particular, processors) who have contractually undertaken to accept reasonable guarantees of protection of the processed personal data, as follows:
  - Another qualified entity, based on a generally binding legal regulation under Section 13(1)(c) of the Act on Personal Data Protection and Article 6(1)(c) of the GDPR.With the Client's consent or on the Client's order, personal data may be provided to other recipients.
- 10.5. No transfer to third countries or international organisations is carried out.
- 10.6. The Investment Firm does not process personal data by profiling or any similar method based on automated individual decision-making.
- 10.7. The Client has the right to request from the Investment Firm the access to personal data being processed with regard to such Client, the right to rectification of personal data, the right to erasure or restriction of personal data processing, the right to object to personal data processing, the right to inefficiency of the automated individual decision-making, including profiling, the right to personal data portability, as well as the right to bring proceedings before a supervisory authority. If the Investment Firm processes personal data based on the Client's consent, the Client has the right to withdraw his/her consent to the processing of personal data at any time. Withdrawing the consent shall be without prejudice to the lawfulness of personal data processing based on the consent prior to its withdrawal. The Client can exercise its rights by sending an email at: pokyny@slaviacapital.com, or in writing to the Investment Firm's address.
- 10.8. The Client provides his/her personal data voluntarily. The provision of personal data is a contractual requirement or a requirement necessary for concluding the Agreement. The data subject is obliged to provide his/her personal data; should this not be the case, the data subject shall not be provided the service pursuant to the Agreement.
- 10.9. Further information on the processing of the Client's personal data is available on the Investment Firm's website at: [www.slaviacapital.com/sk/obchodnik-s-cennymi-papiermi/Zmluvna-dokumentacia.html](http://www.slaviacapital.com/sk/obchodnik-s-cennymi-papiermi/Zmluvna-dokumentacia.html).

## **Art. 11 Remuneration**

- 11.1. Save as hereinafter provided otherwise, the Client is obliged to pay Remuneration to the Investment Firm for the services provided under the Agreement, and the amount of the Remuneration is set forth in the Price List. The Client declares to have been informed beforehand of the mentioned Price List in a version effective as of the date of signature of the Agreement and to agree with such Price List being considered binding, unless the Agreement provides otherwise.
- 11.2. The Investment Firm is entitled to unilaterally change the Price List at any time. If, prior to the date of effect of the change of the Price List, the Client delivers his/her written disagreement with the changed Price List to the Investment Firm, the Price List shall not take effect for the relevant legal relationship and such a notification shall be considered an immediate termination of the Agreement by the Client.
- 11.3. Changes of the Price List notified to the Client on the first up to fifteenth day of the calendar month shall take effect on the first day of the next calendar month. Changes of the Price List notified to the Client on the sixteenth up to the last day of the calendar month shall take effect on the fifteenth day of the next calendar month. Changes of the Price List shall be considered notified to the Client on the date of publishing such changes or an updated version of the Price on the premises of the Investment Firm and/or on the Investment Firm's website.

## **Art. 12 Settlement of Liabilities**

- 12.1. If any fees and/or costs must be paid in order to execute an Order or perform other obligations within the services provided by the Investment Firm under the Agreement, the Client is obliged to provide the Investment Firm, to the Investment Firm's Account, with an amount of funds determined by the Investment Firm as necessary for the performance of acts within the services provided under the Agreement to the Client. The Client undertakes to provide the respective amount to the Investment Firm without undue delay or within a deadline set forth by the Investment Firm based on a call of the Investment Firm to provide the relevant amount, delivered to the Client.
- 12.2. Should the Client fail to provide the respective amount in a due and timely manner, the Investment Firm reserves the right to not execute the Order or another act within the service provided under the Agreement, until the Client's obligation to provide the relevant amount is fulfilled, unless agreed otherwise. The failure to execute the Order or another act for the reason above shall not be considered breach of the Investment Firm's obligations, i.e. the Client may not make any claims vis-à-vis the Investment Firm on these grounds.
- 12.3. The Client's liability referred to in the paragraph above shall be satisfied by crediting an amount equal to the relevant amount to the Investment Firm's Account.
- 12.4. The Investment Firm is entitled to issue an invoice for collection and, based thereon, to satisfy the right to its Remuneration from the Client's funds, which it has available in relation to the relationship established by any Agreement. Instead of issuing an invoice for collection, the information about the fees collected may be included as one of the items of the client report.
- 12.5. The Investment Firm is entitled to satisfy its due receivables from the Client's assets, by collection, offset, exercise of the right of pledge, retention, supplementation of security, final settlement or another similar right. For these purposes, the Client's assets shall

mean the Client's funds and financial instruments held by the Investment Firm in relation to the relationship established by any Agreement.

- 12.6. If, due to the procedure under the previous provisions of this Article, the Client's account has not enough funds to implement the service required by the Client or contemplated by the Investment Firm, the Investment Firm is obliged to immediately call upon the Client to supplement the funds or propose another suitable procedure.

### **Art. 13 General Provisions**

- 13.1. The Parties undertake to refrain from any action which would make the due performance of activities/provision of services under the Agreement impossible or more difficult.
- 13.2. The Parties undertake to provide each other with all the required assistance for the purposes of due performance of activities under the Agreement so as to duly fulfil the purpose of the Agreement. The Client undertakes to notify and prove to the Investment Firm any changes of data provided in relation to the Agreement, in particular information concerning the Client's identification, investor's risk profile, categorisation and prevention of legalisation of proceeds of criminal activity and terrorist financing. The Investment Firm bears no liability for damage caused by an incorrect, false or obsolete data of the Client.
- 13.3. Neither the Investment Firm nor the Client are entitled to assign the rights and obligations arising for them from any mutually concluded Agreement to a third party without a prior written consent of the other contracting party.
- 13.4. The Investment Firm and the Client are obliged to consider confidential all information, knowledge and facts they have obtained from each other in any form and they are obliged to not disclose such information to other entities without the written consent of the other contracting party, as well as information they learn in relation to the performance of the Agreement.
- 13.5. The Investment Firm and the Client are obliged to keep confidential all facts they have mutually obtained from each other, not to disclose such facts, as well as not to use such facts for their own benefit after the expiry of the Agreement.
- 13.6. The Investment Firm and the Client are obliged to ensure that the obligations concerning confidentiality are complied with by their employees and/or all persons to whom such facts will be disclosed for the purposes of fulfilment of obligations under the Agreement.
- 13.7. The confidentiality obligation shall not apply to such information which has been publicly known or otherwise made available to third parties prior to the conclusion of the Agreement or which becomes publicly known or otherwise made available through no fault of the contracting parties.
- 13.8. If any of the provisions hereof becomes invalid or unenforceable, such invalidity or unenforceability of any of the provisions hereof shall be without prejudice to the validity and enforceability of the remaining provisions hereof.
- 13.9. The Investment Firm is entitled to unilaterally change these GBT&C at any time. The Investment Firm shall publish the information concerning changes of the GBT&C on its website at [www.slaviacapital.com/sk/obchodnik-s-cennymi-papiermi/Zmluvna-dokumentacia.html](http://www.slaviacapital.com/sk/obchodnik-s-cennymi-papiermi/Zmluvna-dokumentacia.html). Changes of the GBT&C shall be considered notified to the Client on the date of publishing such changes or an updated version of the GBT&C on the Investment Firm's website. By signing the Agreement, the Client acknowledges to unconditionally approve the mentioned possibility of unilaterally changing the GBT&C. The provisions on the entry into force of changes of the Price List and on the related rights and obligations of the Client shall apply mutatis mutandis to changes of these GBT&C.

13.10. These GBT&C shall also apply following the termination of the contractual relationship between the Investment Firm and the Client, until the full settlement of mutual claims of the contracting parties arising from or in relation to the Agreement.

These GBT&C shall be valid and effective from 1 August 2018.