

## MiFID II Regulatory Information

### Description of the rules for the conduct of brokerage activities by Q Securities S.A. Luxembourg Branch on behalf of professional clients – a service consisting in receiving and transmitting, and executing orders

#### Chapter I

#### Preliminary Provisions

##### § 1

##### Scope of regulation

1. Pursuant to the provisions of the Law of 5 April 1993 on the Financial Sector, as amended by subsequent laws and the Delegated Regulation, this document aims to provide clients of Q Securities S.A. Luxembourg Branch (“Clients”) with essential information regarding the services offered by Q Securities S.A. Luxembourg Branch. For any questions related to this document, please contact your Relationship Manager. Additional information is also available on Q Securities S.A. Luxembourg Branch’s website.  
Contact details:  
Q Securities S.A. Luxembourg Branch, 46A Av. John F. Kennedy, L-1855 Luxembourg  
Telephone: +352 26 00 55 42  
Website: qsecurities.com
2. Q Securities S.A. Luxembourg Branch operates under the laws of the Grand Duchy of Luxembourg and is regulated by the Commission de Surveillance du Secteur Financier (CSSF), located at 283, route d’Arlon, L-1150 Luxembourg. The Head Office is Q Securities S.A. which is authorised and regulated by the Polish financial supervisory authority, Komisja Nadzoru Finansowego (KNF), located at ul. Piękna 20, 00-549 Warszawa, Poland.
3. As an authorised Investment Firm under the Law of 5 April 1993 on the Financial Sector, as amended, Q Securities S.A. Luxembourg Branch (hereinafter “Q Securities”) is subject to supervision by the CSSF, the competent authority overseeing investment firms and other financial institutions in Luxembourg.
4. Q Securities exclusively provides services to professional clients or eligible counterparties.

##### § 2

##### Definitions

1. Within the meaning of these Rules:
  - 1) **Agreement** – shall mean the agreement and/or annex entered into by Q Securities with the Client for the provision of the Service,
  - 2) **Application** – shall mean the IT systems of Q Securities used in particular for communication between the Client and Q Securities,
  - 3) **Records** – shall mean a system of electronic records reflecting the client's holding of financial instruments, documented by the client in the manner specified in the Rules and the provisions of the Regulation,
  - 4) **Electronic Format** – shall mean a durable medium other than paper,
  - 5) **Financial Instruments** – shall mean financial instruments as defined in Annex II of LFS 1993,
  - 6) **Non-public Instruments** or **Instruments** – shall mean non-dematerialised financial instruments and not admitted to organised trading or to trading on a foreign regulated market,
  - 7) **Client** – shall mean a natural person, a legal person, or an organisational entity without legal personality:
    - a) who entered into the Agreement with Q Securities,
    - b) with whom the Agreement is to be entered into – where Q Securities takes steps to enter into that Agreement,
  - 8) **Circular 07/307** – shall mean the Circular 07/307, as amended,
  - 9) **MiFID II** – shall mean the Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments,
  - 10) **Personal Signature** – shall mean a physical signature, or an advanced electronic signature within the meaning of Article 3(11) of Regulation (EU) 910/2014, verified by a personal signature certificate,
  - 11) **Q Securities** – shall mean Q Securities S.A. Luxembourg Branch, a company carrying out brokerage business within the meaning of the LFS 1993, i.e. reception and transmission of orders in relation to one or more financial instruments, and/ or execution of orders on behalf of clients,

- 12) **Cash Account** – shall mean a cash account used to record client's funds and for the financial settlement of transactions entered into through Q Securities,
- 13) **Regulation (EU) 910/2014** – shall mean Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC,
- 14) **Website** – shall mean the Q Securities' website at: qsecurities.com,
- 15) **Transaction** – shall mean the purchase or sales of financial instruments or non-public market instruments carried out by Q Securities on the basis of an order.
- 16) **Service** – shall mean the service provided by Q Securities and consisting in the following activities:
  - a) receiving and transmitting orders to buy or sell financial instruments to another entity, including to the issuer of a financial instrument or the seller of such an instrument, for the purposes of their execution,
  - b) receiving and transmitting orders to buy or sell non-public instruments consisting in matching two or more entities in order to arrange a transaction between them,
  - c) executing orders to buy or sell financial instruments on behalf of the principal, and keeping records of such instruments.
- 17) **LFS 1993** – shall mean the Law of 5 April 1993 on the financial sector, as amended,
- 18) **Rules** – shall mean this document: *Description of the rules for the conduct of brokerage activities by Q Securities S.A. Luxembourg Branch on behalf of professional clients*
- 19) **Order** – shall mean:
  - a) in the case of the Service referred to in paragraph 1(16)(a) – an order to buy or sell financial instruments or a declaration of intent of an equivalent effect, relating to financial instruments, received and transmitted by Q Securities, as part of the provision of the Service, to another entity, including the issuer of a financial instrument or the seller of such an instrument, for execution, or (ii) other instructions or declarations of intent received from the Client by Q Securities relating to the Client's purchase or sales of financial instruments,
  - b) in the case of the Service referred to in paragraph 1(16)(c) – an order to buy or sell non-public financial instruments or a declaration of intent of an equivalent effect, relating to non-public financial instruments,
  - c) in the case of the Service referred to in paragraph 1(16)(b) – activities consisting in matching two or more entities in order to arrange a transaction between them,
- 20) **Delegated Regulation** – shall mean Commission Delegated Regulation (EU) 2017/565 of 25 April 2016 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,
- 21) **Regulation (EU) 2017/590** – shall mean Commission Delegated Regulation (EU) No 2017/590 of 28 July 2016 supplementing Regulation (EU) No 600/2014 of the European Parliament and of the Council with regard to regulatory technical standards for the reporting of transactions to competent authorities,
- 22) **KID** – shall mean a document containing key information regarding a PRIIP, which the Client is required to read before executing any transaction,
- 23) **PRIIP** – shall mean a financial instrument referred to in Article 4(1) of Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs),
- 24) **Durable medium** – shall mean any information carrier that enables the Client to store information addressed to it in such a manner that the information can be accessed for a period of time adequate for the purposes for which this information was drawn up and that allows the information stored on it to be reproduced in an unchanged form,
- 25) **Target group** – shall mean a specific group of acquirers of a financial instrument matching their needs, characteristics, or objectives, irrespective of how they acquire or take up the instrument,
- 26) **Agent** – shall mean an entity entered in the register of investment firm agents with whom Q Securities has a business relationship,
- 27) **Units** – shall mean financial instruments, other than securities, issued under applicable legislation, representing property rights of participants in investment funds,

- 28) **Record** – shall mean an electronic record of the details of an investment fund participant, held by the investment fund company managing the fund in question or by a third party entrusted by the company with keeping such a record, containing in particular the participant's identification data, the number of Units held by the participant, the dates of execution of orders, and their value.
2. Terms not defined in these Rules shall have the meaning assigned to them in the LFS 1993, Circular 07/307, or the Delegated Regulation.
  3. The rules for the provision of the Services described in these Rules shall apply to all Services, unless it is stipulated that certain rules apply to explicitly indicated Services or it follows otherwise from the wording of these Rules.
  4. To the implementation of the services consisting in receiving and transmitting orders to purchase or sell an option, having a security as its underlying instrument, where neither the option nor its underlying instrument is admitted to organised trading, nor to trading on a foreign regulated market ("**Option**"), or to the implementation of services consisting in ordering the purchase or sales of an Option on behalf of the principal and keeping records of such instruments, the provisions of these Rules shall apply accordingly.

## Chapter II General Provisions on Services

### § 3 Client classification procedure

1. Q Securities classifies clients based on:
  - 1) the criteria specified in the LFS 1993, Circular 07/307, and the Delegated Regulation,
  - 2) current information on the client held by Q Securities,
  - 3) client information provided by the client.
2. Q Securities assigns each client to one of three possible categories:
  - 1) retail client,
  - 2) professional client,
  - 3) eligible counterparty.
3. A **retail client** is an entity that is neither a professional client nor an eligible counterparty.
4. A **professional client** is an entity which has adequate experience and knowledge to make appropriate investment decisions, as well as to properly assess the risks associated with them, and which is:
  - 1) a bank,
  - 2) an investment firm,
  - 3) an insurance company,
  - 4) an investment fund, an alternative investment company, an investment fund company or a manager,
  - 5) a pension fund or a pension company,
  - 6) a commodity brokerage house,
  - 7) an entity which enters into transactions in the course of its business, on its own account, on markets in futures, options, or other derivatives or on money markets for the sole purpose of hedging positions in such markets, or acting for that purpose on behalf of other members of such markets, provided that responsibility for discharging the obligations arising from those transactions is borne by the clearing participants of those markets,
  - 8) a financial institution other than those referred to in points 1 to 7,
  - 9) an institutional investor other than those referred to in points 1 to 8, carrying out regulated activities on the financial market,
  - 10) an entity which carries out, outside the territory of the Republic of Poland/Luxembourg, activities equivalent to those carried out by the entities indicated in points 1 to 9,
  - 11) an entity who meets at least two of the following requirements:
    - a) the balance-sheet total of this entrepreneur amounts to at least EUR 20,000,000,
    - b) the entrepreneur's income from sales totals at least EUR 40,000,000,
    - c) the entrepreneur's equity amounts to at least EUR 2,000,000,

- 12) a public body that manages public debt, a central bank, the World Bank, the International Monetary Fund, the European Central Bank, the European Investment Bank, or another international organisation performing similar functions,
- 13) another institutional investor whose main activity is investing in financial instruments, including entities involved in the securitisation of assets or other types of financial transactions,
- 14) an entity other than those indicated in points 1 to 13, which, upon its written request and to the extent specified therein, has been classified by Q Securities as a professional client, provided that such an entity has adequate knowledge and experience to make appropriate investment decisions, as well as to properly assess the risks associated with them. This condition shall be deemed to be met if the entity in question meets at least two of the following requirements:
  - a) such an entity has entered into transactions of significant value on the relevant market with an average frequency of at least 10 transactions per quarter over the period of the last four quarters,
  - b) the value of that entity's financial instrument portfolio, together with the cash included in it, amounts to at least the PLN equivalent of EUR 500,000,
  - c) such an entity operates or have operated in the financial sector for at least one year in a position which requires professional knowledge concerning transactions in financial instruments or brokerage services to be provided by an investment firm to that entity under an applicable agreement.

The equivalent of the amount in EUR referred to in paragraph 4(14)(b) shall be determined using the average EUR exchange rate published by the National Bank of Poland, as applicable on the day preceding the date of the request. The request shall specify the scope of brokerage services, transactions, or financial instruments in respect of which the entity is to be treated as a professional client. Before accepting the request, Q Securities shall inform the requesting entity of the rules applicable at Q Securities to the treatment of professional clients as part of brokerage services. Q Securities shall only accept the request on condition that the client makes a written declaration that they are aware of Q Securities' treatment of professional clients and of the consequences of being treated as a professional client. The request may be made on the form attached as **Appendix no. 2** to these Rules.

5. An **eligible counterparty** is:
  - 1) an entity referred to in paragraph 4(1)–(10) and (12)–(13) for which Q Securities, as part of a service consisting in the execution of orders or a service consisting in the receiving and transmitting orders, intermediates in the conclusion of transactions,
  - 2) an entity referred to in paragraph 4(11) which, upon its request, has been classified by Q Securities, under the terms and conditions set out in Article 71 of the Delegated Regulation, as an eligible counterparty, and for which Q Securities, as part of a service consisting in the execution of orders or a service consisting in the receiving and transmitting orders, intermediates in the conclusion of transactions,
  - 3) A client from another Member State who has the status of an eligible counterparty under the applicable legislation of the Member State in which it has its registered office or place of residence.
6. Prior to entering into the Agreement with a professional client, Q Securities shall provide them with information about the manner in which Q Securities treats professional clients and about the option to request, in writing, to be treated as a retail client. Upon written request by a professional client and to the extent specified in that request, Q Securities may classify the client as a retail client. Q Securities shall also be entitled to classify a professional client as a retail client without a request to do so. Where a request of a professional client to treat them as a retail client is accepted, Q Securities shall specify, in the Agreement entered into with the professional client, the scope of Services, transactions, or financial instruments in respect of which the client will be treated as a retail client. The provisions of the preceding sentence shall apply accordingly if Q Securities decides on its own initiative to treat a professional client as a retail client. Q Securities shall analyse the information contained in the request and the accompanying documents, also having regard to the information and documents already held by Q Securities, and shall inform the client whether or not the request has been accepted. The request may be made on the form attached as **Appendix no. 1** to these Rules.
7. Should Q Securities receive a request from an entity as referred to in paragraph 4(14), it shall analyse the information contained in the request and the accompanying documents, also having regard to the information and documents already held by Q Securities, and shall inform the client whether or not the request has been

accepted. Prior to entering into the Agreement, Q Securities shall inform the client of the rules on the treatment of professional clients as part of the Service in question and shall receive from the client a written statement that the latter is aware of these rules and of their effects. The request may be made on the form attached as **Appendix no. 2** to these Rules.

8. Should Q Securities become aware that a client has ceased to meet the conditions for being treated as a professional client within the meaning of paragraph 4(1)–(13), Q Securities shall take steps to change the client's status for the purposes of the provision of the Services to the client, unless the client makes the request referred to in paragraph 4(14) and meets the conditions set out therein.
9. Should Q Securities become aware that a professional client no longer satisfies the conditions to be treated as a professional client, or should Q Securities decide to recognise a professional client as a retail client, Q Securities shall inform the client of the discontinuation of their recognition as a professional client, indicating that the client may submit a written request referred to in paragraph 4(14), provided that the conditions set out therein are met.
10. Should Q Securities accept a request presented by an eligible counterparty to be treated by Q Securities as a retail or professional client in connection with a transaction, Q Securities shall apply, to that client, the provisions of the Circular 07/307 and the Delegated Regulation setting out the principles for Q Securities' treatment of clients as retail or professional clients, respectively. By accepting the request, Q Securities agrees to treat the eligible counterparty as a professional client, unless it was clear from the request that the entity was requesting to be treated as a retail client. The request may be general in relation to Q Securities or relate to the transactions specified therein in relation to the Service. Where transactions are entered into with a local government body or an entity referred to in paragraph 4(11), Q Securities shall obtain express consent of the party with which the transaction is to be entered into, to treat this party as an eligible counterparty. This consent may be general or it may relate to a specific transaction specified therein.
11. Q Securities may classify, at its own initiative, an eligible counterparty as a retail or professional client. In such a case, Q Securities shall apply, to that client, the provisions of Circular 07/307 and the Delegated Regulation setting out the principles for Q Securities' treatment of clients as retail or professional clients, respectively.
12. Q Securities shall oblige its clients to provide information on changes in their details that affect the possibility to treat them as a professional client.
13. Should Q Securities become aware that a client has ceased to meet the requirements referred to in paragraph 4(14), subject to the criteria for determining significant value set by the Management Board of Q Securities, in force on the date of becoming aware of the above information, Q Securities shall take steps to change the client's status for the purposes of brokerage services provided to the client.

#### **§ 4**

##### **Conflict of interest**

1. Prior to entering into the Agreement, Q Securities shall inform the client of the existing conflicts of interest relating to the provision of the Service, unless the organisation and internal regulations of Q Securities ensure that the client's interests will not be prejudiced should a conflict of interest arise.
2. Should there be a conflict of interest, the Agreement may only be executed on the condition that the client confirms that Q Securities has informed them about the existing conflict of interest and explicitly confirms their willingness to enter into the Agreement.
3. If a conflict of interest arises after the Agreement has been entered into with the client, Q Securities:
  - 1) shall inform the client of the conflict of interest as soon as it becomes known, and
  - 2) shall refrain from providing the Service until it has received an explicit statement from the client that the latter consents to the further provision of the Service or that it terminates the Agreement, except for such activities as may be necessary to protect the interests of the client and the interests of bondholders entered to the Records.
4. Where the client and Q Securities sign an order to sell or buy financial instruments, which implies that Q Securities will act as an intermediary in a transaction for the other party to that transaction indicated in the order, this shall be tantamount to informing the client of the existence of a conflict of interest and to the client's consent to the continuation of the Agreement.

#### **§ 4a**

##### **Form of communication with the Client**

1. Q Securities shall provide information to the Client in the electronic format.
2. The information may be communicated by Q Securities to the Client via the Q Securities' website, provided that such information is not addressed personally to the Client and the following conditions are met:
  - 1) the Client has regular access to the Internet, whereas the Client's provision of their e-mail address for the purposes of the Service shall be deemed to be evidence of such access,
  - 2) providing information in this manner is advisable in the context in which the Service is or is to be provided,
  - 3) the Client has given their explicit consent to the communication of information in this form,
  - 4) the Client received a notification from Q Securities in electronic format containing with the address of the website and an indication of where on the website the information can be found,
  - 5) the information on the website is up to date,
  - 6) the information is continuously available on the website for as long as the Client needs to consult it.

## § 5

### Information on the Service

1. Immediately upon executing an order on behalf of the client as part of the Service, i.e. upon entering into the transaction, Q Securities shall provide the client with the essential information concerning the execution of the order, i.e. in particular it shall provide the client with a copy of the agreement for the sales of the financial instruments covered by the Client's order or any other document constituting evidence of entering into the order ("**transaction document**").
2. As soon as possible and no later than the first business day after the execution of the order as part of the Service, i.e. entering into the transaction, Q Securities shall provide the client with a notification confirming the execution of the order ("**transaction confirmation**") or, where Q Securities receives confirmation of the transaction from a third party, no later than the first business day after receipt of the confirmation from the third party. The transaction confirmation shall include such of the following information as is applicable in the case at hand:
  - 1) designation of Q Securities as the provider of the confirmation,
  - 2) name, company name, first name or surname, or another designation of the Client,
  - 3) date and time of the transaction,
  - 4) type of the order,
  - 5) the purchase/sales identifier or designation of the nature of the order for orders other than purchase/sales orders,
  - 6) designation of the place of execution,
  - 7) identification of the venue where the transaction has been entered into (market identification code) within the meaning of item no. 36 of Table 2 of Regulation (EU) 2017/590,
  - 8) designation of the non-public instrument,
  - 9) quantity of the non-public instruments subject to the order,
  - 10) price at which the order has been executed (unit price),
  - 11) total transaction value (total price),
  - 12) the total of fees and commissions charged and the order execution costs, and – upon Client's request – a breakdown of the individual items of fees and commissions charged and other order execution costs,
  - 13) advise on the Client's obligations as regards the settlement of the transaction, including the dates by which the Client shall pay for or deliver the financial instrument, the relevant account details, and other data necessary to fulfil this obligation, unless such details have been communicated to the Client earlier,
  - 14) where the order was executed by entering into a transaction to which the other party was an entity of the Q Securities group, or another Client, information about such a manner of order execution.
3. The client shall not receive a transaction confirmation from Q Securities where such a confirmation would contain the same information as the confirmation to be promptly sent to the client by another person.
4. Where an order is executed in tranches, Q Securities may provide the Client with the information referred to in paragraph 2(10) above concerning the price of each tranche or the average price, whereas in the latter case Q Securities shall, upon the Client's request, provide data indicating the prices at which the different tranches were executed.
5. Where, as a result of matching activities undertaken by Q Securities, no entity interested in entering into the transaction has been found within the validity period of the order, Q Securities shall inform the client thereof.

Where, as a result of matching activities undertaken by Q Securities, an entity interested in entering into the transaction has been found within the validity period of the order, Q Securities shall inform the client thereof and shall provide the client with the consent of such an entity to enter into the transaction. Such information shall contain, in particular, an indication of the entity interested in entering into the transaction, its contact details and the terms and conditions on which it is willing to enter into the transaction. The information referred to in the preceding sentence may indicate the details of several entities interested in the transaction.

6. Immediately after the closure of the client's cash account, and in the event of its further operation after the financial settlement of the transaction – also after the end of each calendar year, Q Securities shall draw up and send to the client a statement of the cash account showing the balance of that account as at its closure or as at the last day of the calendar year. The Client shall check the accuracy of the information received and report any objections immediately.
7. Irrespective of Q Securities' disclosure obligations referred to above, Q Securities shall, upon request of the client, provide the latter with information on the current status of the order execution.
8. Should the Service be provided to the client in a different scope than receiving and transmitting orders and executing orders, Q Securities shall provide the client at least with information on the provision of the Service as soon as the Service has been provided. The client and Q Securities may agree in the Agreement on additional information that Q Securities shall provide to the client as part of the Service. In such a case, the Agreement shall specify the scope of this information, as well as the timing, manner, and procedure of providing it.
9. **The rules referred to in paragraphs 5 and 7 are reiterated in § 11 of the Rules.**

## § 6

### Fees and Commissions

1. For the Services provided, Q Securities shall be entitled to remuneration in the form of fees or commissions. The amount of the fee or commission shall be specified in the Agreement or the order.
2. Should the Service consisting in receiving and transmitting orders, executing orders and operating securities accounts be provided to the Client, the amount of the amount of fees and commissions applicable at Q Securities is specified in the *Table of fees and commissions applicable at Q Securities S.A. Luxembourg Branch* communicated to the Client prior to entering into the Agreement. *Table of fees and commissions applicable at Q Securities S.A. Luxembourg Branch* may be amended in a manner appropriate for amending the terms and conditions for the aforementioned services, provided that an amendment involving a reduction in a fee or commission does not require such a procedure and shall become effective on the date of the amendment. Q Securities may unilaterally reduce or suspend fees and commissions, which shall not constitute an amendment to the *Table of fees and commissions applicable at Q Securities S.A. Luxembourg Branch*
3. Upon request, Q Securities shall provide the client with details of the different fees and commissions payable to Q Securities.
4. Where Q Securities undertakes activities consisting in receiving and transmitting orders to buy or sell financial instruments to another entity for execution, remuneration shall be due as soon as the order is transmitted to the relevant executing entity.
5. Should the Client fail to pay the remuneration due to Q Securities in time, Q Securities shall be entitled to issue a demand for payment to the Client indicating to the Client an additional period of at least 7 days for the remuneration payment, subject to the proviso that if the remuneration is not paid within the prescribed period, Q Securities shall be entitled to terminate the Agreement with immediate effect, or refuse to carry out an activity or execute an instruction, or otherwise withhold the provision of Services to the Client until the Client has settled the payment.
- 5a. Should the Client fail to pay the due remuneration due to Q Securities, the latter shall be entitled to suspend the provision of the Service to the Client until the amount due is paid or until the Client or a third party provides an adequate guarantee of the client's fulfilment of the aforementioned obligation or otherwise secures Q Securities' claim.
6. At the discretion of Q Securities, Q Securities may sell the financial instruments held on the Client's securities account and cover the amounts owed to Q Securities arising from the Client's non-payment of fees and commissions due to Q Securities from the proceeds.
7. The sales referred to in paragraph 6 shall take place after the expiry of the additional period indicated for the Client to pay the amounts due to Q Securities resulting from the payment request referred to in paragraph 6.

Q Securities shall issue sales orders for such a quantity of financial instruments and with such a price limit as to guarantee full coverage of the Client's liabilities, with the financial instruments with the highest level of liquidity being sold first.

8. Should there be no assets on the account or if the funds obtained from the sales referred to in paragraphs 6 and 7 are insufficient to cover the amounts due to Q Securities, the latter shall have the right to satisfy its claims from funds held on other accounts operated by Q Securities and belonging to the Client.
9. The Client hereby authorises Q Securities to act on the client's accounts held with Q Securities under the terms and conditions specified in paragraphs 6–8.

## **§ 7**

### **Scope of liability**

1. Q Securities shall be liable for non-performance or improper performance of the Agreement under the general rules of civil law. In particular, it shall be liable for not exercising due care appropriate to a professional investment firm.
2. Subject to paragraph 3 below, Q Securities shall not be liable for:
  - 1) damage resulting from the execution of an order or any other activity commissioned by the client and executed in line with its contents,
  - 2) damages resulting from a failure to execute an order or implement another activity commissioned by the client, or from non-performance of the Agreement if such events result from circumstances for which third parties are responsible, for whose actions Q Securities bears no responsibility, including where such events result from causes attributable to third parties for whose activities Q Securities bears no responsibility, which in particular relates to delays in the provision by the client (or other entities acting on its behalf for the purposes of the implementation of the Agreement) of information or documentation necessary for the proper implementation of the Agreement, or delays in the provision of funds intended for the payment of benefits due under bonds to bondholders,
  - 3) damages resulting from force majeure understood as an external event that could not have been foreseen and has consequences which could not have been prevented with due diligence, in particular: war, strike, terrorist attack, other random events, as well as acts of state or local government authorities that prevent Q Securities from implementing the Agreement,
  - 4) damage resulting from the provision by the client (or other entities acting on its behalf for the purposes of the implementation of the Agreement) of inaccurate or incomplete information or documentation or from the failure to provide information or documentation necessary for the proper implementation of the Agreement,
  - 5) legal defects in financial instruments covered by the Service,
  - 6) results of the execution of instructions in line with their contents,

## **§ 8**

### **Power of Attorney**

1. The Client may appoint a proxy or proxies to perform all acts relating to the implementation of the Agreement.
2. The power of attorney shall include the mandate to perform all acts as the principal, unless otherwise decided by the client.
3. The power of attorney may be granted as:
  - 1) a general power of attorney – granting the right to act in the same capacity as the client,
  - 2) a specific power of attorney – granting the right to carry out activities only to the extent specified in the power of attorney.
4. The power of attorney shall be granted in writing in the presence of a Q Securities employee or in electronic format using a qualified electronic signature. The power of attorney may also be granted in the form of a notarial deed or in written form with the principal's signature certified by a notary public. Upon request by Q Securities, the power of attorney shall be accompanied by a specimen of the proxy's signature put in the presence of a Q Securities employee or certified by a notary public.
- 4a. The power of attorney referred to in paragraph 3(2) may also be granted in documentary form bearing a Personal Signature.

5. The power of attorney should indicate at least the client's and Proxy's identity and the scope of the power of attorney.
6. At any time, the client may revoke the power of attorney or change its scope. The revocation or change shall be effective towards Q Securities as soon as Q Securities has been informed.
7. The manner and form of revocation or change of the scope of the proxy shall be accordingly governed by the aforementioned rules for the granting of a power of attorney, without the appearance of the proxy being necessary for the revocation or limitation of the scope of the power of attorney.
8. Should doubts arise as to the validity or scope of a power of attorney, Q Securities shall contact the client for clarification. Until such doubts are removed, Q Securities has the right to refuse to execute instructions submitted by the proxy.
9. The power of attorney shall expire as a result of:
  - 1) death, winding-up, or bankruptcy of the principal or proxy,
  - 2) revocation of the power of attorney by the principal,
  - 3) lapse of the period for which the power of attorney was granted,
  - 4) exercise of the action by the proxy if the power of attorney covered only that action,
  - 5) expiry or termination of the Agreement.
10. Q Securities shall not be liable for the execution of orders or instructions placed by the proxy until Q Securities has been effectively notified of the revocation of the proxy or a change in the scope of the proxy, or has received an official document confirming client's death, winding up, or bankruptcy.

## **§ 9**

### **Handling of complaints**

1. A complaint, which is a communication addressed to Q Securities in which the Client raises objections regarding the services provided by Q Securities or the activities performed by it, may be lodged by the Client:
  - 1) in written form – either in person at the registered office of Q Securities or the Agent, or by ordinary letter,
  - 2) by word of mouth – either by telephone or in person for the record during the Client's visit to Q Securities' registered office,
  - 3) in electronic form, by e-mail, to the address specified in the Agreement or on the Q Securities' website.
2. A complaint that does not include data enabling to identify the Client, including contact details (e.g. full name of the Client, service address), shall be left without consideration.
3. The complaint may be submitted by the Client in person, by proxy, courier, or messenger. Where a complaint is made through a proxy, the power of attorney shall be given in plain written form, unless the Client's complaint contains any property claim against Q Securities. In such a case, the power of attorney shall be granted in accordance with the proxy rules set out in § 8.
4. The complaint shall clearly state the action requested by the Client in case the complaint is granted.
5. The complaint shall be processed and a response sent to the Client within 30 days of delivering the complaint to Q Securities. It is sufficient to send the reply before the expiry of the above time limit.
6. Where a complaint raises doubts as to its content or additional information from the Client is needed, or in view of the particularly complex nature of the complaint, which makes it impossible to process the complaint and respond within the time frame set out in this paragraph above, Q Securities may request additional information or clarification from the Client.
7. In the situation referred to in paragraph 6, Q Securities shall, using written form, either by registered letter with acknowledgement of receipt or by e-mail, provided that the Client has consented to such communication form, provide the Client with information:
  - 1) explaining the reason for the delay,
  - 2) indicating the circumstances which must be determined or clarified in order for the complaint to be processed,
  - 3) specifying the expected time limit for processing the complaint and providing a reply, which may not exceed 60 days as of the date of receipt of the complaint.
8. Should Q Securities fail to meet the deadline specified in paragraph 5, and in certain cases the deadline specified in paragraph 7(3), the complaint shall be deemed to have been granted in accordance with the Client's wish.

9. The reply to a complaint shall be sent to the Client by registered letter with acknowledgement of receipt or, with the client's consent, by e-mail to the contact address indicated by the Client, and shall include:
  - 1) factual and legal grounds, unless the complaint has been granted in line with the Client's wishes,
  - 2) exhaustive information on Q Securities' position on the objections raised, with reference to the relevant provisions of the Agreement or the Rules,
  - 3) full name of the person replying, with an indication of their official position at Q Securities,
  - 4) specification of the time limit within which the claim raised in the complaint granted in line with the Client's wishes will be satisfied, which shall not be longer than 30 days as of the date of drafting of the reply.
10. Should the claims arising from a Client's complaint not be granted, the Client shall be entitled to appeal once to Q Securities against the position contained in the reply within a period of 14 days from the date on which the Client received the reply to the complaint, on similar terms as those set out in this paragraph for lodging a complaint. In the case referred to in the preceding sentence, the content of the reply referred to in paragraph 9 shall also contain an advice on the possibility of:
  - 1) appealing against the position contained in the reply,
  - 2) amicable resolution of the dispute,
  - 3) requesting a review of the case with the Financial Ombudsman,
  - 4) instituting an action before a court of general jurisdiction, indicating the entity that should be sued and the court with territorial jurisdiction to decide on the case.
11. A Client who is not satisfied with the manner in which a complaint has been resolved may at any time bring an action against Q Securities before a competent court of relevant territorial jurisdiction. A Client who is a consumer may also seek assistance from the municipal or district consumer ombudsman. A Client who is a natural person may apply to the Financial Ombudsman for a review of the case or to initiate an out-of-court dispute resolution procedure.

#### **§ 9a**

##### **Reporting on holdings of financial instruments or cash and costs of the Service**

1. No less frequently than on a quarterly basis, Q Securities shall provide to the client a summary of financial instruments subject to safekeeping or registration, or cash held in the client's cash account, in accordance with the Delegated Regulation, covering in particular:
  - 1) data of all financial instruments registered in the Records or cash held by Q Securities on behalf of the Client as at the end of the period covered by the summary,
  - 2) a clear designation of the assets having certain individual characteristics relating to their ownership, for example because of a collateral or, if it is not possible to identify specific assets, an indication of their total value,
  - 3) market value or estimated value, if market value is not available, of the financial instruments covered by the summary, together with an explicit information that the absence of a market price is likely to be indicative of a lack of liquidity.
2. At least once a year, Q Securities shall provide the Client with the following information:
  - 1) information about *ex post* costs and charges relating to the Service, in terms of amounts and percentages, realised in the period for which the information is being provided,
  - 2) an illustration showing *ex post* the cumulative effect of total costs on the Client's return on investment realised over the period for which the information is being provided.
3. The client shall check the accuracy of the information received as referred to in paragraphs 1 and 2 and report any objections immediately.

#### **§ 9b**

##### **Information on the Processing of Client's Personal Data**

Q Securities hereby informs the Client that:

- 1) Q Securities is the controller of Client's personal data provided by the client.
- 2) the supervisory authority for personal data in Luxembourg is the CNPD. the Client has the right to lodge a complaint with the supervisory authority,

- 3) the client may contact the Data Protection Officer of Q Securities at: [iodo@qsecurities.com](mailto:iodo@qsecurities.com),
- 4) for the purpose of implementing the Agreement, Q Securities shall provide Services, and in their course, it shall process personal data of the Client,
- 5) the provision of personal data by the Client is necessary for the Agreement to be executed and implemented,
- 6) Q Securities shall process data concerning the Client:
  - a) for the purposes of its activities, including brokerage activities, i.e. to assess the suitability and appropriateness and to identify target groups for financial instruments, including statistical purposes, analytical purposes, risk research, handling of complaints, investigation of claims, prevention of fraud, archiving, performance of obligations arising from the applicable law, in particular for the purposes relating to the prevention of money laundering and terrorist financing, tax law,
  - b) including contact details, transaction data, and statements made,
  - c) also for other purposes detailed in the following document made available to the Client: *"Information on the processing of personal data by Q Securities S.A."*,
  - d) for the period necessary for the implementation of the Agreement to which the client is a party, or the performance of activities related to the services which are or have been provided to the client, and thereafter for a period appropriate for the limitation of possible claims, but not less than 5 years as of the first day of the year following the year in which the data were received, whereas the relevant Authority may require Q Securities to retain and archive such data after the expiry of this period, but for not longer than 7 years as of the first day of the year following the year in which the data were received,
- 7) Q Securities shall anonymise the Client's data after the expiry of the above periods, as the case may be,
- 8) Q Securities may, for the purposes hereof or to exercise statutory rights and obligations, transfer Client's personal data to other entities or authorities, if such transfer is necessary to carry out a specific activity under the Agreement or to fulfil a statutory obligation, in particular to institutions keeping registers, securities accounts, or records of financial instruments, entities to which Q Securities entrusts data processing in connection with agreements entered into by Q Securities for the provision of services to Q Securities, in particular to agents of an investment firm, entities providing legal, HR, and accounting services, continuous IT services to Q Securities,
- 9) the data of the Client and Client's representatives, including personal data, may be disclosed to entities to which Q Securities entrusts data processing as part of the implementation of agreements for the provision of services to Q Securities,
- 10) the Client has the right to access, rectification and portability of their data, and may request their data to be erased, request restricting their processing, or object to their processing,
- 11) shall not transfer the Client's personal data outside of Poland / European Union / European Economic Area,
- 12) more information on personal data, their sources, the categories of data recipients to whom Q Securities may transfer the Client's data, the purposes of data processing, the periods of data processing, and the client's rights are described in the document: *"Information on the processing of personal data by Q Securities S.A."*, provided to the Client prior to entering into the Agreement and available on the Q Securities' website,
- 13) The Client may change or revoke any consents given in connection with the processing of their personal data by Q Securities.

### Chapter III

#### Specific provisions on the intermediation service for the purchase or sales of financial instruments

##### Section I

## § 10 Best Execution Obligation

1. Q Securities is committed to obtaining the best possible result for Clients for the Service. This includes:
  - 1) Selecting an intermediary,
  - 2) Choosing the execution venue; or
  - 3) Executing an order.
2. Q Securities considers the following factors to fulfil its best execution obligation (**Execution Factors**):
  - 1) Price of financial instruments,
  - 2) Costs of executing the order,
  - 3) Speed of execution and settlement,
  - 4) Likelihood of execution and settlement,
  - 5) Order size and nature.
3. The importance of each factor varies by financial instrument. While Q Securities strives to achieve the best result, market conditions or system failures may affect execution.
4. The relative importance of execution factors is determined by (**Execution Criteria**):
  - 1) Order characteristics (e.g., type, size),
  - 2) Instrument characteristics (e.g., liquidity, complexity);
  - 3) Venue characteristics;
  - 4) Client categorisation;
  - 5) Any specific instructions or circumstances.
5. Q Securities executes orders across various venues, including regulated markets, MTFs, OTFs, and systematic internalisers. Orders may be executed outside regulated venues with your consent, but this could limit access to additional liquidity or transparency (**Execution Venues**).
6. Q Securities selects intermediaries that are likely to provide the best execution, ensuring compliance with MiFID II and internal policies. Q Securities monitor and review execution quality regularly.
7. If a Client gives specific instructions (e.g., execution venue, price), Q Securities will follow them. However, such instructions may prevent achieving the best possible result as per our Best Execution Policy.
8. Q Securities executes comparable orders sequentially unless market conditions dictate otherwise. Orders are aggregated only if it benefits Clients and is done fairly. Allocations are made on a pro-rata basis, prioritizing Clients over Q Securities.

### § 10a

#### Scope of the intermediation service for the purchase or sales of financial instruments

1. As part of the Service referred to in § 2(1)(16)(a), Q Securities shall carry out all factual and legal activities necessary to receive, from the Client, orders to purchase or sell financial instruments and to transmit such orders for execution to another entity, including the issuer of the financial instrument or the entity that has established such an instrument.
2. As part of the Services referred to in § 2(1)(16)(b), (c), Q Securities shall carry out all factual and legal activities necessary to dispose of or acquire non-public instruments by way of:
  - 1) matching two or more entities in order to arrange a transaction between them,
  - 2) entering into transactions on the client's behalf,
  - 3) keeping Records for the client,
  - 4) keeping a cash account for the client intending to make financial settlement of transactions through Q Securities.
3. Q Securities shall implement the activities of safekeeping or recording non-public market instruments of Q Securities exclusively as part of the operation of Records.
4. Q Securities undertakes to provide the Service with due diligence, in conformity with the Agreement and applicable legislation, with account taken of the professional nature of the business conducted by Q Securities, the best interests of the client.

5. By providing the Service, Q Securities does not provide investment advice of a general nature on investing in financial instruments.
6. Q Securities shall not entrust any third party with any activities constituting the Service, provided that Q Securities – when entering into and implementing the Agreement – may entrust the implementation of intermediary activities within the scope of the business conducted by Q Securities, to Agents.
7. Q Securities shall record the instructions, orders, electronic correspondence with the Client which would or could result in the provision of brokerage services in the form of receiving and transmission of orders to buy or sell financial instruments or the execution of orders to buy or sell financial instruments on the Client's behalf, in particular by recording the electronic correspondence, taking notes, creating archive files, without the need to obtain the Client's consent in each case prior to such recording.
8. Copies of electronic correspondence with the Client shall be available upon request for the Client for a period of five years or, if requested by a competent authority, for a period of seven years. The information retention period commences on the date the information is created.
9. Each time before accepting an order to purchase a financial instrument, Q Securities shall verify whether the Client belongs to the Target Group of the financial instrument subject to the order. Q Securities shall immediately inform the Client of the verification result. Where the Client does not belong to the Target Group of the financial instrument subject to the order and, despite being so informed, still insists on executing the order, Q Securities shall obtain from the Client – on the order document or in a separate document – a statement to the effect that the Client has been informed that they did not belong to the Target Group of the financial instrument subject to the order, but that they nevertheless insist on executing the order and are aware of the risks involved.
10. Where Q Securities is unable to obtain in any way sufficient information on the financial instruments to be the subject of a purchase order, Q Securities shall refuse to provide the Service to the Client in respect of that instrument, and shall inform the Client accordingly, unless the purchase of that instrument by the Client is to be solely on the Client's initiative. In such a case, the Client shall make an appropriate statement on the order document or in a separate document that the Client intends to acquire the financial instrument solely on their own initiative.
11. The Client undertakes to inform Q Securities of all legal events affecting the existence and content of the rights to non-public instruments entered by Q Securities in the Records and to provide Q Securities with relevant documents that confirm such state of affairs in line with applicable law.

## **Section II**

### **§ 11**

#### **Matching Two or More Entities in order to Arrange a Transaction between them**

1. On the basis of a client's order, Q Securities shall carry out matching activities between two or more entities in order to arrange a transaction between them (“**matching activities**”).
2. The matching activities are aimed in particular at finding an entity interested in buying or selling non-public instruments that are covered by the client's order.
3. Q Securities may undertake matching activities among both its clients and other entities.
4. The order referred to in paragraph 1 shall include an order for Q Securities to undertake the matching activities and to inform the client of the outcome of such activities. With respect to the placement of such an order, its modification, and cancellation, the rules specified in § 13 of the Rules shall apply accordingly. The order may not indicate the price or quantity of non-public instruments to be traded.
5. The order referred to in paragraph 1 may additionally include an order for Q Securities to enter into a transaction on the client's behalf with an entity interested in purchasing or selling non-public instruments that are covered by the client's order. Such a transaction shall be entered into in the manner set out in § 12–16 of the Rules. In such a case, the order may not include the obligation to inform the client of finding an entity interested in entering in the transaction, but shall be limited to the obligation to inform the client on concluding thereof. In other respects, such an order shall be governed by the provisions of § 13 of the Rules.
6. Where, as a result of matching activities undertaken by Q Securities, no entity interested in entering into the transaction has been found within the validity period of the order, Q Securities shall inform the client thereof.
7. Where, as a result of matching activities undertaken by Q Securities, an entity interested in entering into the transaction has been found within the validity period of the order, Q Securities shall inform the client thereof and shall provide the client with the consent of such an entity to enter into the transaction. Such information

- shall contain, in particular, an indication of the entity interested in entering into the transaction, its contact details and the terms and conditions on which it is willing to enter into the transaction. The information referred to in the preceding sentence may indicate the details of several entities interested in the transaction.
8. As a result of the information received from Q Securities as referred to in paragraph 7, the client may, in particular:
    - 1) enter into an agreement for the sales of non-public market instruments directly with the entity specified in the information by Q Securities,
    - 2) submit an order to Q Securities to enter into the transaction on the client's behalf, in the manner set out in § 12–16 of the Rules, with the entity indicated in the information by Q Securities.
  9. Should the client place an order as referred to in paragraph 5, if, as a result of matching activities undertaken by Q Securities, an entity interested in entering into the transaction has been found within the validity period of the order, Q Securities shall enter into the transaction with such an entity in the manner set out in § 12–16 of the Rules. Depending on the result of the matching activities, Q Securities shall select the entity to be the other party to the transaction and shall enter into the transaction with such an entity in a manner that takes into account the best interests of the client. If the order so requires, immediately prior to selecting the entity to be the other party to the transaction or immediately prior to entering into the transaction, Q Securities shall request the client to accept the other party to the transaction or the terms and conditions of the transaction.
  10. Q Securities shall carry out matching activities in a manner that takes into account Client's best interests. In carrying out these activities, Q Securities shall comply with the *Order Implementation and Best Interest Policy applicable at Q Securities*.

### **Section III**

#### **Receiving and Transmitting Orders to Buy or Sell Financial Instruments to Another Entity for Execution**

##### **§ 11a**

1. To commence the Service consisting in receiving and transmitting orders to buy or sell financial instruments to another entity for execution, a Client who intends to buy or sell financial instruments or to make any other instruction or declaration of intent in relation to the purchase or sales, by the Client, of financial instruments shall place an appropriate order with Q Securities. On the basis of a Client's order, Q Securities shall perform the activities consisting in receiving and transmitting the order to another entity for execution.
2. The order may be placed:
  - 1) in written form, in person by the Client or their proxy, in the presence of an employee of Q Securities or an Agent,
  - 2) in the form of a scanned document or an electronic document with a qualified electronic signature, or personal signature, sent by e-mail – provided that such a possibility has been agreed upon with Q Securities, if such a method is provided for in the Agreement or is possible in line with the rules adopted by the entities to which the order is to be transmitted for execution,
  - 3) in electronic format, including via the Application (in particular under the provisions of *Terms and Conditions for the Remote Provision of Services by Q Securities S.A.*), provided that the issue documentation, the generally applicable legislation and the functionality of the Application or of the solutions provided by the manufacturers of the instrument in question (in relation to the financial instrument/issue covered by the order) allow for this.
3. An order placed in the manner referred to in paragraph 2(1) may only be placed at the registered office of Q Securities or the Agent, during the business hours of Q Securities as indicated on the Q Securities website. Q Securities may agree to submitting an order outside of Q Securities' business hours.
4. The order should indicate in particular:
  - 1) full name or company name of the Client
  - 2) full name or company name of the Client's proxy if the order is placed by the latter,
  - 3) date and time of issue,
  - 4) type of the financial instrument covered by the order, unless the order in question does not directly involve purchase or sales of financial instruments,
  - 5) quantity of the financial instruments covered by the order, unless the order in question does not directly involve purchase or sales of financial instruments,
  - 6) subject of the order,

- 7) unit price of the financial instrument, unless the order in question does not directly involve purchase or sales of financial instruments,
  - 8) expiry date of the order, unless the order in question does not directly involve purchase or sales of financial instruments,
  - 9) signature of the Client or their proxy.
5. An order may also indicate other data required by the entity to which the order is to be transmitted for execution, to the extent that this is not contrary to applicable legislation, regulations governing trading in the financial instruments that are the subject of the order, or the scope of services provided by Q Securities.
  6. Orders shall be accepted on forms set by Q Securities or the entity to whom the order is to be transmitted for execution. Q Securities may accept an order in any other form, provided that the order's contents do not raise any doubts and are accepted by Q Securities or the entity to whom the order is to be transmitted for execution.
  7. For an order to buy or sell financial instruments, a single order may only cover the sales or only the purchase of specific financial instruments.
  8. Where more than one order is included in a single document, the document shall clearly state the number of orders to be placed. In such a case, a single signature of the Client or their proxy on this document shall be sufficient.
  9. Q Securities shall confirm acceptance of the order to the Client immediately. The confirmation of the acceptance of an order by Q Securities shall not be equivalent to its transmission by Q Securities and execution by the entity to which the order is transmitted.
  10. A Client placing several orders may specify the sequence of their execution by Q Securities, and otherwise the orders shall be executed by Q Securities in the sequence in which they are placed or in a different sequence if this is required by the interests of the Client.
  11. Upon acceptance of an order, Q Securities shall transmit it immediately to the relevant executing entity.
  12. Q Securities may require the Client placing the order to present documents confirming the empowerment to place the order in question.
  13. Q Securities may refuse to accept an order where there are reasonable doubts as to its contents, the possibility of its being transmitted for execution, or its compliance with LFS 1993 and/ or Circular 07/307. Q Securities shall inform the Client immediately of the refusal to accept an order and the underlying reasons, and shall clarify with the Client any doubts or obstacles to the acceptance of the order, to the necessary extent.
  14. Q Securities shall refuse to accept an order where it is clear from the documents presented by the Client that receiving and transmitting the order for execution would be contrary to applicable legislation. Q Securities shall inform the Client immediately of the refusal to accept an order and the underlying reasons.
  15. Within the validity period of the order, the Client may modify or cancel the order in a manner appropriate for the placement of orders, but no later than until the order is transmitted by Q Securities to the relevant entity for execution. Any activities carried out by Q Securities up to that point shall remain effective insofar as they cannot be modified or cancelled.
  16. Q Securities has the right to refuse to accept an order where the issuer of a PRIP for which a KID is required has not drawn it up or made it available.
  17. Placing an order shall not be tantamount to its execution. Q Securities shall be liable only for the correct receiving and transmission of the submitted order to the entity executing the order.
  18. Orders on PRIPs, including investment certificates and units, are transmitted to the relevant investment fund company managing the PRIPs or to another entity designated by the investment fund company (Transfer Agent).
  19. Orders for other financial instruments shall be transmitted to the relevant entity that will execute the Client's order.
  20. The Client's order shall be transmitted to the relevant entity in accordance with the regulations of that entity or the agreement for the provision of the Service entered into between Q Securities and that entity.
  21. Orders shall be executed in line with the regulations adopted by the relevant entity to which the order in question has been transmitted for execution.
  22. Q Securities shall not verify the Client's details and the contents of the order against the information held by the entity to which the order is transmitted.

23. Should there be a discrepancy between the information held by the entity to which the order is transmitted and the information contained in the order, the entity to which the order is transmitted shall not be obliged to execute the order, whereas in such case it shall inform Client directly or through Q Securities thereof.
24. When transmitting orders for execution, Q Securities shall be guided by the Client's best interests. In carrying out these activities, Q Securities shall comply with the *Order Implementation and Best Interest Policy applicable at Q Securities*.

#### **§ 11aa**

##### **Additional rules for the service of Receiving and Transmitting Orders to buy or sell units**

1. Irrespective of the other provisions of this section, the provisions of this article shall additionally apply to the provision of the Service consisting in receiving and transmitting orders to purchase or sell units.
2. Q Securities shall receive and transmit orders for the purchase or sales of units in respect of which Q Securities has entered into an agreement authorising it to act as intermediary in the execution of unit purchase or sales orders.
3. Q Securities shall only accept orders and instructions, as provided for in these Terms and Conditions and the articles of association and prospectuses of the investment funds, relating to participation in these funds, in particular with regard to:
  - 1) acquisition of units,
  - 2) redemption of units,
  - 3) conversion of units,
  - 4) exchange of units,
  - 5) transfer of units,
4. The rights and obligations of Clients relating to participation in investment funds are defined in the articles of association and prospectuses of these funds.
5. Detailed rules for the execution of orders and instructions referred to in paragraph 3, including their modification and cancellation, are defined in the articles of association and prospectuses of the different investment funds. The Client shall become acquainted with these rules before placing an order or instruction. Articles of association and prospectuses of investment funds shall be communicated to the Client.
6. Where this results from the articles of association or prospectuses of investment funds, should the Client not have an open Record kept by or on behalf of the particular investment fund whose units are the subject of a purchase order, the order should additionally contain an instruction to open a Record in which the units acquired by the Client as a result of the execution of the order will be registered.
7. The rules for making payments related to the purchase of units are defined for the different units in the articles of association and prospectuses of the investment funds.
8. Orders to purchase or sell units or instructions submitted to an investment fund shall be executed in line with the articles of association and prospectuses of the fund to which the order or instruction relates.
9. The sequence of execution of orders and instructions shall be based on the articles of association or prospectuses of the investment funds.
10. Confirmations of the execution of the Client's orders and instructions shall be provided to the Client by the investment fund under the terms and conditions specified in the fund's articles of association and prospectus.

#### **§ 11b**

##### **Order Receipt and Transmission Report**

1. Subject to paragraph 2, immediately after the Client's order has been transmitted to another entity for execution, but not later than by the end of the business day following the day on which the order was transmitted, Q Securities shall provide the Client with an order receipt and transmission report, including:
  - 1) designation of Q Securities as the investment firm receiving and transmitting the Client's order,
  - 2) name, company name, first name or surname, or another designation of the Client,
  - 3) date and time of order receipt,
  - 4) date and time of transmitting the order to another entity for execution,
  - 5) designation of the entity to which the Client's order has been transmitted for execution,
  - 6) type of the order, if specified by the Client,

- 7) the purchase/sales identifier or designation of the nature of the order for orders other than purchase/sales orders,
  - 8) designation of the financial instrument,
  - 9) quantity of financial instruments that are covered by the order, if specified by the Client,
  - 10) price at which the transmitted order was to be executed by the entity, or the method for determining that price,
  - 11) total planned value of the transaction to be entered into as part of the execution of the order by the entity, provided that the nature of the order makes it possible to determine this value,
  - 12) the total amount of fees and commissions charged and a breakdown of the individual items of fees and commissions charged and other costs of receiving and transmitting the order.
2. Where Q Securities provides the Service in relation to the offering of financial instruments as part of a public offering, the obligation specified in paragraph 1 shall be deemed to have been met when the Client has received the subscription form and the terms and conditions of issue, provided that the subscription form or the terms and conditions of issue contain the information referred to in paragraph 1.
  3. The report referred to in paragraph 1 may be provided in a standardised form, provided that such a form is clear and comprehensible to the Client.
  4. The provisions of paragraphs 1–3 shall not exclude the obligation of Q Securities to promptly communicate, upon the Client's request, information on the current status of the transfer for execution to another entity of the received order.

**Section IV**  
**Executing Orders to Buy or Sell Financial Instruments on behalf of the Principal**

**§ 12**

**Rules for Entering into Transactions on the Client's Behalf**

1. On the basis of the client's order, Q Securities shall enter into the transaction on behalf of and for the client's, acting as the client's proxy.
2. Entering into a transaction shall be understood in particular as entering into an agreement for the sales of non-public instruments which are covered by the client's order.
3. The transaction shall be entered into by Q Securities on behalf of the client ordering the sales or on behalf of the client ordering the purchase, or on behalf of both of them. In the Agreement, the client shall grant Q Securities a power of attorney to represent the client in the transaction and, alternatively, shall accept (in the Agreement or in the order) that Q Securities represents both parties to the transaction.
4. Q Securities shall execute the order in a manner that takes into account client's best interests. In executing the order, Q Securities shall comply with the *Order Implementation and Best Interest Policy applicable at Q Securities*.
5. For the purposes of the transaction, Q Securities shall not safekeep the non-public instruments subject to the transaction, which shall not apply to non-public instruments safekept or registered by Q Securities under a separate agreement Where Q Securities receives non-public instrument documents from a client for the purposes of entering into a transaction, it does so solely for the purpose of entering them in the Records and for their subsequent transmission on behalf of the client to the other party to the transaction, to the extent that this is necessary for the proper conclusion and settlement of the transaction.
6. Transactions shall be entered into in respect of non-public instruments held by the client, in a depository maintained by the issuer of such instruments or an entity entrusted by the issuer or the client with the operation of such a depository, or safekept or registered by Q Securities on the basis of a separate agreement. The depository referred to in the preceding sentence and in the further provisions of these Rules shall be understood, in particular, as the relevant record or register in which non-public instruments in non-documentary form are recorded.
7. For the purposes of transactions, Q Securities shall keep Records for the client, reflecting the client's holding of non-public instruments and including, in particular, a description of the significant characteristics of the non-public instruments, the date of conclusion and settlement of the transaction, and the parties to the transaction. Records are opened for the Client upon entering into the Agreement.
8. For the purposes of the transaction whose financial settlement is to take place through Q Securities, the latter shall open a cash account for the client in accordance with this Agreement.

9. The transaction is entered into where:
  - 1) it is compliant with the content of the order(s) placed,
  - 2) the selling party has transferred the non-public instruments subject to the transaction or the documents evidencing the rights to such instruments to Q Securities in line with these Rules,
  - 3) the non-public instruments subject to the transaction have been entered in the Records,
  - 4) the client who is the buying party has funds on their cash account in an amount necessary for the financial settlement of the transaction, unless the financial settlement of the transaction takes place without the intermediation of Q Securities.

### § 13

#### Rules for Placing, Modifying and Cancelling Orders

1. To enter into a transaction, the client who intends to buy or sell non-public instruments shall place an appropriate order to buy or sell non-public instruments with Q Securities.
2. The Order may be placed:
  - 1) in written form, in person by the Client or their proxy, in the presence of an employee of Q Securities or an Agent,
  - 2) in the form of a scanned document or an electronic document with a qualified electronic signature, or personal signature, sent by e-mail – provided that such a possibility has been agreed upon with Q Securities.
  - 3) in electronic format, including via the Application (in particular under the provisions of *Terms and Conditions for the Remote Provision of Services by Q Securities S.A.*), provided that the generally applicable legislation and the functionality of the Application (in relation to the financial instrument/issue covered by the order) allow for this.
3. The order may be placed during the business hours of Q Securities as indicated on the Q Securities website. Q Securities may agree to submitting an order outside of Q Securities' business hours.
4. The order should indicate in particular:
  - 1) full name or company name of the client
  - 2) full name or company name of the client's proxy if the order is placed by the latter,
  - 3) date and time of issue,
  - 4) identification of the venue where the order is to be executed (market identification code) within the meaning of item no. 36 of Table 2 of Regulation (EU) 2017/590,
  - 5) type of the non-public instrument,
  - 6) quantity of the non-public instruments,
  - 7) subject of the order (purchase or sales),
  - 8) unit price of the non-public instrument,
  - 9) period of validity of the order (transaction date),
  - 10) signature of the client or their proxy.
5. The order may also indicate:
  - 1) the other party to the transaction, i.e. the seller or the buyer,
  - 2) detailed method of transaction settlement,
  - 3) instruction to open a cash account for the financial settlement of transactions through Q Securities,
  - 4) number of the bank account to which the amount resulting from the settlement of the transaction is to be transferred,
  - 5) transaction settlement date,
  - 6) amount of commission or other charges,
  - 7) the amount of interest at the transaction date – where the order's subject is constituted by interest-bearing bonds,
  - 8) Client's consent for Q Securities to act as a proxy for the other party to the transaction,
  - 9) other terms and conditions or method of execution of the order, to the extent that this is not contrary to applicable legislation, regulations governing trading in the non-public instruments that are the subject of the order, or the scope of services provided by Q Securities.

6. Orders shall be accepted on forms set by Q Securities. Q Securities may accept an order in any other form, provided that the order's contents do not raise any doubts and are accepted by Q Securities.
7. A single order may only cover the sales or only the purchase of specific non-public instruments.
8. Where more than one order is included in a single document, the document shall clearly state the number of orders to be placed. In such a case, a single signature of the client or their proxy on this document shall be sufficient.
9. Q Securities shall confirm acceptance of the order to the client immediately.
10. A client placing several orders may specify the sequence of their execution by Q Securities, and otherwise the orders shall be executed by Q Securities in the sequence in which they are placed or in a different sequence if this is required by the interests of the client.
11. Q Securities may require the client placing the order to present documents confirming the empowerment to buy or sell non-public market instruments, or other documents evidencing in particular the compliance of the transaction with applicable law. Q Securities may require a client placing a sales order to enclose documents constituting the basis for the creation (issue) of non-public market instruments (e.g. articles of association of a joint-stock company, terms and conditions of a bond issue, a current excerpt from the relevant register of the issuer).
12. Q Securities may refuse to accept or execute an order where there are reasonable doubts as to its contents, the possibility of its being transmitted for execution, or its compliance with applicable legislation or regulations on trading in the non-public instruments that are covered by the order. Q Securities shall inform the client immediately of the refusal to accept or execute an order and the underlying reasons, and shall clarify with the client any doubts or obstacles to the acceptance or execution of the order, to the necessary extent.
13. Q Securities shall refuse to accept or execute an order where it is clear from the documents presented by the client that receiving and transmitting the order for execution entering into the transaction in question would be contrary to applicable legislation. Q Securities shall inform the client immediately of the refusal to accept or execute an order and of the underlying reasons.
14. Within the validity period of the order, the Client may modify or cancel the order in a manner appropriate for the placement of orders, but no later than until the order is executed (the transaction in question is made). Any activities carried out by Q Securities up to that point shall remain effective insofar as they cannot be modified or cancelled. For the activities carried out by Q Securities up to the moment of modification or cancellation of the order, Q Securities shall be entitled to appropriate remuneration.
15. Q Securities shall accept a purchase order relating to a PRIIP on condition that the Client has read the KID. Q Securities is not the manufacturer of the PRIIPs that may be subject to orders under these Rules and the KIDs are drawn up by the manufacturers of those instruments.

#### **§ 14**

##### **Coverage of Orders**

1. Q Securities shall check the coverage of the client's order to buy or sell non-public instruments no later than when Q Securities enters into the transaction.
2. Financial settlement of the transaction may be effected, as agreed between the client and Q Securities, in the following manner:
  - 1) through Q Securities,
  - 2) without the intermediation of Q Securities, i.e. directly between the parties to the transaction.
3. Checking order coverage shall include:
  - 1) checking whether the selling party has transferred the non-public instruments or the documents evidencing the rights to such instruments to Q Securities,
  - 2) checking whether the client who is the buying party has funds on their cash account in an amount necessary for the financial settlement of the transaction.
4. An order without the required coverage shall not be executed, subject to the provision that where the financial settlement of the transaction takes place directly between the parties to the transaction, Q Securities shall refrain from the order coverage check referred to in paragraph 3(2) and shall not be liable for the payment of the sales price of the non-public instruments.

5. Unless otherwise agreed between the parties to the transaction, the client who is the buying party shall deposit, on their cash account kept with Q Securities, funds in the amount necessary for the financial settlement of the transaction, in such a way that the funds are available on that account no later than when the transaction is concluded, unless the financial settlement of the transaction is carried out without the intermediation of Q Securities. The funds shall be deposited on the client's cash account kept with Q Securities and shall be held there until the transaction is settled or until they are returned to the client if the transaction fails.
6. The selling client shall provide Q Securities with the documents of the non-public instruments to be the subject of the transaction or documents evidencing the rights to such instruments in a quantity not smaller than indicated in the sales order, in particular a certificate released by the issuer of such instruments or by the entity entrusted by the issuer or the client with operating the depository of such instruments. Q Securities shall make copies of these documents and enter the significant features of the non-public instruments resulting therefrom in the Records. The PRIP seller shall present the KID to Q Securities prior to the transaction for the purposes of presenting the KID to the PRIP buyer.
7. The documents referred to in paragraph 6 shall be submitted to Q Securities prior to the conclusion of the transaction. Considering the fact that Q Securities does not safekeep or register non-public instruments, the documents referred to in the preceding sentence shall be presented to Q Securities solely for the purpose of entering them in the Records and verifying them, and further transmitting them to the other party to the transaction, to the extent that this is necessary for the proper conclusion and settlement of the transaction.
8. Upon request of the buying client, Q Securities may check with the issuer of the non-public instruments to be the subject of the transaction, or with the entity to which the issuer or the client has entrusted the operation of the depository for such instruments, the status of such instruments, in particular as regards the authenticity of their documents, the accuracy of the data contained therein, and the circumstances under which a pledge has been established on such instruments.

## **§ 15**

### **Settlement of Transactions**

1. On the basis of a placed order and once it has been established that the order is covered, Q Securities shall enter into the transaction and settle it.
2. Q Securities shall settle the transaction by releasing to the buying party the non-public instruments which are the subject of the order, or the documents confirming the rights to such instruments and, if the financial settlement of the transaction is effected through Q Securities, by transferring to the selling party funds in an amount equal to the sales price of such instruments, to the bank account indicated by that party in the order or in the agreement on selling such instruments. The funds shall be transferred to the selling party by debiting the aforementioned amount from the buying party client's cash account kept at Q Securities and simultaneously crediting the selling party client's cash account kept at Q Securities, or by simultaneously transferring this amount to the selling party's cash account kept outside Q Securities. Where the financial settlement of a transaction is effected without the intermediation of Q Securities, Q Securities shall settle the transaction on the basis of written declarations by the parties confirming that the financial settlement of the transaction has been made directly between them.
3. Transaction information, including the date of conclusion and settlement of the transaction and the parties thereto, shall be entered in the Records.
4. The ownership of the non-public instruments being the subject of the transaction shall be transferred at a moment specified in the client's order – in particular it may take place at the moment of releasing the non-public instruments to the buying party or at the moment of receipt by the selling party of the selling price for the non-public instruments, or at any other moment agreed upon by the parties to the transaction.
5. Where non-public instruments which are covered by the client's order are held in a depository operated by the issuer of such instruments or an entity entrusted by the issuer or the client with the operation of such a depository, if such services are included in the client's order, Q Securities shall provide one copy of the transaction document to such an issuer or entity for the purposes of making appropriate changes to the records or registers kept by them, and shall make to such entities any declarations necessary for the effective transfer of the rights under such instruments.
6. On the basis of the client's power of attorney, Q Securities may also undertake other activities not provided for in these Rules and ordered by the client in connection with entering into a transaction.

## § 16

### Cash account

1. For the purposes of recording the client's cash and the financial settlement of transactions entered into through Q Securities, Q Securities shall open and operate a cash account for the client.
2. The cash account shall be opened for the client in relation to the client's intention to enter into a specific transaction whose financial settlement the client intends to effect through Q Securities. A cash account shall be opened for a client who is the buyer of non-public instruments and may also be opened for a client who is the seller of such instruments. The client may agree with Q Securities that the account will continue to be maintained after the financial settlement of the transaction for the settlement of which it was used.
3. Q Securities shall open a cash account for a client immediately upon receiving, from the client, an order to enter into a transaction whose financial settlement is to take place through Q Securities, where such an order includes an instruction to open such an account.
4. Unless the client agrees otherwise with Q Securities, the cash account shall be opened for the client for the duration of the process of conclusion and financial settlement of the transaction for which the account is to be opened, as indicated in the order referred to in paragraph 3.
5. Immediately upon the opening of the cash account for a client, Q Securities shall confirm the number of this account to the client in writing.
6. A payment shall be credited to the client's cash account as soon as it has been made, but no later than on the business day following the day on which the funds are credited to Q Securities' bank account.
7. Cash held on the cash account shall be used exclusively for the purposes of financial settlement of transactions on the terms and conditions and at the times agreed with the client in the order, including for the purposes of payment for non-public instruments sold or disbursing the proceeds from the sales of such instruments to the client. Cash held on the cash account shall also serve to be returned to the client where the financial settlement of a transaction fails to take place as a result of the failure to enter into the transaction, or to return to the client any surplus of such funds remaining after such settlement has taken place. Until the transaction is entered into and financially settled on the terms and dates agreed with the client in the order, the client's funds in the amount necessary for such a settlement are subject to freeze and cannot be paid out to the client.
8. Q Securities shall refuse to withdraw funds from the cash account where such a withdrawal is prohibited by competent authorities, and shall implement other decisions of such an authority concerning funds held on the account.
9. The cash account shall be kept in PLN, unless otherwise agreed in writing with the Client by Q Securities.
10. The cash account shall be operated for the client free of charge.
11. Funds credited to the cash account shall not bear interest.
12. One cash account can only be kept for one entity.
13. Client's funds are deposited on the cash account separately from Q Securities' own funds. Q Securities shall be liable for the funds deposited by the client on the cash account.
14. The funds of the Q Securities' client shall be deposited in one or more Q Securities accounts opened with domestic banks. Q Securities shall exercise due diligence in selecting national banks, in particular to protect the Client's rights. In relation to the safekeeping of funds with the entity referred to in the preceding sentence, Q Securities shall be liable for the acts or omissions of that entity under the general principles provided for in the Civil Code. These provisions shall accordingly apply to the liability of Q Securities in the event of insolvency of that entity.
15. Unless the client agrees otherwise with Q Securities, Q Securities shall cease to operate the cash account for the client upon the financial settlement of a transaction or the failure to settle such a transaction as a result of the failure to enter into the transaction, but not before the client's balance on the account turns zero. Where there is a surplus of client's funds on the cash account after the financial settlement of a transaction, Q Securities shall return the surplus immediately to the client, and if no such settlement has taken place as a result of the failure to enter into the transaction, the funds shall be returned in full to the client immediately.
16. The funds shall be refunded to the client by wire transfer to the account from which such funds were transferred to the client's cash account held with Q Securities, and if such funds were received from more than one account Q Securities shall request the client to indicate the account to be refunded within 7 days of

receipt of the request, and if the client fails to indicate such an account, the funds shall be refunded to any of these accounts selected by Q Securities.

*Version: 01.01.2024*

Appendix no. 1

\_\_\_\_\_  
(place, date)

\_\_\_\_\_  
(full name/ company name of the client)

#### REQUEST BY A PROFESSIONAL CLIENT TO BE RECATEGORISED AS A RETAIL CLIENT

Further to the information that I have been qualified by Q Securities S.A. Luxembourg Branch for the purposes of the service:

\_\_\_\_\_  
(name of the brokerage service)

to the category of professional clients, I hereby request that I be recategorised and treated as a retail client for the purposes of the above service. I undertake to inform Q Securities S.A. Luxembourg Branch of any changes in my details that affect my treatment as a professional client.

\_\_\_\_\_  
(signature of the client / representatives)

\_\_\_\_\_  
(place, date)

\_\_\_\_\_  
(full name/ company name of the client)

#### REQUEST BY A RETAIL CLIENT TO BE RECATEGORISED AS A PROFESSIONAL CLIENT

Further to the information that I have been qualified by Q Securities S.A. Luxembourg Branch for the purposes of the service:

\_\_\_\_\_  
(name of the brokerage service)

to the category of retail clients, I hereby request that I be recategorised and treated as a professional client for the purposes of the above service. At the same time I declare that I am aware of the fact that this will entail a lower level of protection I am entitled to. I declare that I have been informed of the rules on the treatment of professional clients in relation to the provision of the aforementioned service and that I know these rules, as well as the consequences of treating me as a professional client. I undertake to inform Q Securities S.A. Luxembourg Branch of any changes in my details that affect my treatment as a professional client.

I attach information demonstrating that I have the knowledge and experience required to be treated as a professional client.

\_\_\_\_\_  
(signature of the client / representatives)

\*) The client may enclose a statement on the value of transactions entered into in the last four quarters, the value of the portfolio of financial instruments, the position they hold or have held in the financial sector which required professional knowledge on transactions in financial instruments.