

## Terms and conditions on provision of investment services in relation to financial instruments

### 1. **Definitions.** The terms used in all the documentation attached to the Agreement have the following definition:

- 1.1. **Agreement** - „Agreement on provision of investment services in relation to Financial Instruments” concluded between the Client and the HighSky Brokers, including its schedules and other related documents, if appropriate – also referred to as the **Contract**.
- 1.2. **Algorithmic Trading** – conclusion of transactions on Financial Instruments upon the basis of signals or direct orders placed by an automatic or semi-automatic mechanism operating in the environment of the Electronic Trading System to which HighSky Brokers provides access.
- 1.3. **Ask** – also called selling price – the price at which the Client is able to place an order of purchase of the given financial instrument.
- 1.4. **Bid** - also called buying price – the price at which the Client is able to place an order of sale of the given financial instrument.
- 1.5. **CFD** – Contract for Difference, as defined in section 3(1)(f) of the Act no. 256/2004 Coll., on Business Activities on the Capital Market, specified in the Table of Financial Instruments.
- 1.6. **Client** – a natural person (physical person) or legal entity (legal person) that has concluded the Agreement with HighSky Brokers or, if applicable, expressed his/her/its interest to conclude the Agreement.
- 1.7. **Closing Position** – termination of legal rights and obligations related to the previously purchased or sold Financial Instrument, once this operation is successful the result is called „closed position”.
- 1.8. **Conflict of Interest** – a situation defined in the „Policy for identification and management of conflicts of interests”, i.e. conflict between interest of HighSky Brokers, its senior management, representatives or employees assigned and interest of Client which occur during the provision of investment services able to adversely affect the Client’s interests.
- 1.9. **Conversion Price** – a price or set of prices, used for conversion of a financial result of a given transaction to the Currency of the Monetary Account. This is done in a case where, according to the characteristics of the given Financial Instrument, the financial result of the transaction is given in a currency different than the Currency of the Monetary Account. The conversion is done upon the basis of the prices available in the given moment in the Electronic Trading System.
- 1.10. **Currency of the Monetary Account** – a currency in which the Monetary Account is maintained and all the settlements of the transactions concluded by the Client are made.
- 1.11. **Customer Service Office** – the registered seat of HighSky Brokers or its branch, applicable for communication with the Clients in the given country. It is defined in article 2 of the “Basic information on the HighSky Brokers, a.s.” document.
- 1.12. **Electronic Trading System** – a software or Internet-based application to which the Client is provided access by HighSky Brokers that, when connected to the dedicated servers to which HighSky Brokers provides access for that purpose, facilitates the process of passing orders and execution and settlement of transactions with Financial Instruments.
- 1.13. **Evidence Registry** – the registry that reflects the open positions in the Financial Instruments, concluded by the Client. The Evidence Registry forms part of the back office module of the Electronic Trading System and it is supported by Operational Registry. Specified in details in article 9 of these Terms and Conditions.
- 1.14. **Financial Instruments** – investment instruments defined in section 3 of the Act no. 256/2004 Coll., on Business Activities on the Capital Market, as specified in the Table of Financial Instruments.
- 1.15. **Financial Instrument Price** – the price of the Financial Instrument quoted in the Electronic Trading System, consisting of the price for both purchase and sale of the given Financial Instrument.  
**Fraudulent Transaction** – A transaction that involves false representation of a matter of fact – whether by conduct, false or misleading allegations, or by concealment of what should have been disclosed – that deceives and is intended to deceive another so that the individual will act upon it to her or his legal injury. Any and all transactions which constitute a Prohibited Trading Activity or are a result thereof are fraudulent transactions within the meaning of this clause 1.15.1.
- 1.16. **HighSky Brokers** - HighSky Brokers, a.s., with the registered seat in Prague 1, Vodičkova 710/31, postal code 110 00, Czech Republic, recorded with the identification number 247 10 164 in the Commercial Register

maintained by the Municipal Court in Prague, Part B, File no. 16338 – also referred to as the **Brokerage House**.

- 1.16.1. **Incorrect quotations** – prices of the Financial Instruments that are significantly different from the current market quotations of their Underlying Instruments at the given point of time and are used in Prohibited Trading Activity.
- 1.17. **Interbank Market** – Over the Counter market where banks are the main participants.
- 1.18. **Internet Website** – Internet website of HighSky Brokers, located at the Internet address [www.gibroker.com](http://www.gibroker.com); internet website located at the internet address [www.highsky.com](http://www.highsky.com) is deemed to be an integral part of the Internet Website,
- 1.19. **Login** – a unique number identifying the Client, along with Password necessary for access to the Electronic Trading System.
- 1.20. **Monetary Account** – an account designated for the purpose of registering the balance and all the movements of the monetary funds of the Client, in accordance with article 7 of this document. Its functioning is supported by the Evidence Registry and Operational Registry.
- 1.21. **Opening Position** – acquiring of legal rights and obligations related to purchase or sale of the given Financial Instrument. Once this operation is successful, the result is called „open position“.
- 1.22. **Operational Registry** – the registry that reflects the current value of payables or receivables resulting from open positions in the Financial Instruments, listed in the Evidence Registry. Specified in the details of article 8 of this Terms and Conditions.
- 1.23. **Password** – a string of characters used for identification of the Client, along with Login necessary for access to the Electronic Trading System.
- 1.24. **Price latency arbitrage opportunities** - a trade may be considered as executed on the basis of price latency arbitrage opportunities if at least two of the following conditions are met:
- the trade was executed in temporal proximity to macroeconomic news release;
  - the trade was executed in temporal proximity to high-volatility market conditions;
  - the trade is in conflict with the client's previous trading behavior and pattern;
  - expertise provided by the Third Party indicates execution on the basis of price latency arbitrage opportunities.
  - the trade become profitable in 3 seconds after execution which taking into account characteristics of the markets may suggest that it was based on non-market delayed prices.
- 1.25. **Prohibited Trading Activity** - any trading activity that is aimed at exploiting inefficiencies in the technological infrastructure provided by the Brokerage House and/or the Third Party. Prohibited Trading Activity includes, but is not limited to:
- mathematic scripts used for Algorithmic Trading based on external data;
  - trading strategies aimed at exploiting errors in prices;
- 1.26. **Reverse Transaction** – a transaction as defined in article 17.2 of these Terms and Conditions.
- 1.27. **Rollover Procedure** – the procedure described in article 18 of these Terms and Conditions.
- 1.28. **Settlement Account** – a bank account maintained by HighSky Brokers and/or a bank account maintained by the Third Party, designated for the purpose of keeping the monetary funds of the Clients, operations of deposit and withdrawal of the funds as well as a settlement of the transactions concluded by the Clients. The Settlement Account is defined in the „Decisions“ issued by HighSky Brokers.
- 1.29. **Spread** – a difference between the prices at which the Client may buy (ask price) and sell (bid price) a given Financial Instrument. The spreads for the Financial Instruments offered by the HighSky Brokers are defined in the Financial Instruments Table and are affected by the regulations described in the „Terms and conditions“ and „Order execution policy“ made available to the Clients.
- 1.30. **Third Party** – a licensed brokerage house, event. a similar entity having the respective authorizations, to which the Brokerage House transmits the orders received from the Clients to be settled. List of Third Parties is available on the website of HighSky Brokers. To avoid any misinterpretation, the contractual relationship exists solely between the Client and the Brokerage House. Towards the Third Party the Brokerage House acts in its own name and on the account of the Client. Any provisions of Client documentation should be interpreted accordingly.
- 1.31. **Trading Day** – a time frame or time frames (also called „trading hours“) within a given day, when the transactions on the given Financial Instrument can be made. By default, if the Underlying Instrument is quoted uniquely in one specified country, the days that are not banking days in that country are not considered to be the trading days for the relevant Financial Instrument that is based upon the Underlying Instrument. The trading days, including the applicable time frames, are specified in the „Decisions“ issued by HighSky Brokers.

- 1.32. **Transaction** – an operation of purchase or sale of a Financial Instrument executed in the Electronic Trading System.
- 1.33. **Transaction Confirmation** – a confirmation of purchase or sale of a Financial Instrument, generated automatically by the Electronic Trading System once such a transaction is executed.
- 1.34. **Transaction Order** – an order to conclude a transaction of purchase or sale of a Financial Instrument. More detailed information concerning the orders is specified in articles 11 to 18 of this document.
- 1.35. **Transaction Margin** – collateral of the open position on the given Financial Instrument. The collateral has a form of monetary funds.
- 1.36. **Underlying Instrument** – an instrument that constitutes the base for the CFD or other Financial Instrument offered by HighSky Brokers. This in particular may include currencies, commodities prices, stock exchange indices, shares and their derivative instruments such as futures. As follows, any reference to the price of the Underlying Instrument shall mean the price of the Underlying Instrument quoted on the relevant market where the Underlying Instrument is traded.

## 2. General provisions

- 2.1. This document regulates the terms and conditions of the provision of investment services, receiving and transmitting orders and providing execution of orders regarding purchase or sale of Financial Instruments, listed in the Table of Financial Instruments, maintenance of the accounts of Financial Instruments and monetary accounts and registers related to those accounts, as well as rights and obligations of both parties resulting from conclusion of the Agreement.
- 2.2. The investment services described in article 2.1. are provided in accordance with the binding legal regulations and the documentation specified in article 2 of the Agreement.
- 2.3. At the moment of entering into the contractual relationship, the Client confirms being acquainted with the documentation listed in article 2 of the Agreement and article 3 of these Terms and Conditions.
- 2.4. All the references to time that may occur in the documentation provided to the Client or in the Electronic Trading System, are done in accordance with the standard of the Central European Time zone.
- 2.5. The place of execution of orders on Financial Instruments is the OTC market.
- 2.6. Fraudulent Transactions are cancelled after being detected. Any and all active Transaction Orders associated with the same fraudulent credit card and/or Monetary Account shall be cancelled immediately. The Brokerage House is further entitled, at its sole discretion, among others:
  - 2.6.1. to block the Client's access to the Electronic Trading System;
  - 2.6.2. to block and/or revoke the Client's Login;
  - 2.6.3. to terminate the Client's Monetary Account;
  - 2.6.4. to seize any profits and/or revenues generated directly or indirectly by exercising any Prohibited Trading Activity.

## 3. Entering into the Agreement

- 3.1. Entering into the Agreement between the HighSky Brokers and the Client constitutes the legal relationship for provision of investment services regulated by these Terms and Conditions and other documentation specified in article 2 of the Agreement.
- 3.2. During the process of entering into the contractual relationship with the Client, the Brokerage House:
  - 3.2.1. Performs an assessment of the service – an evaluation of the appropriateness of the investment services offered in respect of the individual situation of a Client, and informs the Client of the result of the evaluation and its consequences, upon the condition that the Client provides HighSky Brokers with completed requested information.
  - 3.2.2. Assigns the Client to the category of the clients in accordance with the „Information on the classification of the Clients”, and informs the Client of the result of the classification.
  - 3.2.3. The Company shall have the right to review the classification of the Clients, according to applicable regulations and inform the Client accordingly of the change before it comes into effect, by providing the Client with advance notice of at least five (5) Business Days. Changing the classification of the Client may also mean changing the type of Client's Trading Account. The Client shall be treated as accepting the change on that date unless, before then, the Client informs the Company that he wishes to terminate the Agreement and not accept the change
  - 3.2.4. Processes the documentation related to the contractual relationship. In a case where the Client does not provide the complete information required by this documentation, or obviously

- provides information that is incorrect or false, HighSky Brokers reserves the right not to enter into such a contractual relationship.
- 3.3. The Client entering into the contractual relationship with HighSky Brokers confirms that:
- 3.3.1. he/she/it has full legal capacity to enter into the Agreement and is not subject to any legal restrictions in respect to concluding the transactions on the financial instruments offered by HighSky Brokers,
  - 3.3.2. all the data provided by the Client is correct and consistent with the true state of matters.
- 3.4. Assessment of the service
- 3.4.1. Prior to entering into the agreement with the Client, HighSky Brokers performs an evaluation of a respective service to check whether it is appropriate in respect of information to the professional knowledge and experience in the investment field of the Client.
  - 3.4.2. During the assessment procedure, the Client fills in the "MiFiD Questionnaire" provided by HighSky Brokers. Upon the basis of the questionnaire HighSky Brokers determines whether the investment services provided by HighSky Brokers are appropriate for the Client. HighSky Brokers informs the Client of the results of the assessment in written or electronic form prior to concluding the Agreement.
  - 3.4.3. HighSky Brokers may enter into the Agreement with the Client even in a case where the services are recognized by HighSky Brokers as not being appropriate to his/her specific situation, provided that Client confirms the fact of being informed on the inappropriateness of the investment services in written or electronic form.
  - 3.4.4. HighSky Brokers may enter into the Agreement with the Client in a case where he/she/it does not provide the data required or provides incomplete data in order to perform the assessment, provided that the Client confirms the fact of being informed that the assessment of appropriateness of the services could not be performed.
- 3.5. Categorisation of the Client
- 3.5.1. The Client is assigned by default as a "retail client" in accordance with the typical policy of HighSky Brokers. As such, the Client has the right to the highest level of protection available.
  - 3.5.2. The client has a right to apply for the change of status, in accordance with the regulations and conditions specified in the document "Categorisation of the Clients" which is given to the Client in good time before entering into the contractual relationship, and available to the public on the Internet website of HighSky Brokers.
- 3.6. Documentation processing
- 3.6.1. The Agreement can be concluded:
    - 3.6.1.1. in person,
    - 3.6.1.2. remotely – always provided that all conditions specified by these Terms and Conditions and additional requirements of HighSky Brokers had been met.
  - 3.6.2. When entering into the contractual relationship with the Brokerage House in person, a natural person, as well as any natural person acting on behalf of the Client, is obliged to provide:
    - 3.6.2.1 original of ID,
  - 3.6.3. When entering into the contractual relationship with the Brokerage House remotely, with the assistance of a notary public, a natural person, as well as any natural person acting on behalf of the Client, is obliged to provide:
    - 3.6.3.1. official notarial deed on identification of the Client, including copy of Client's ID,
  - 3.6.4. When entering into the contractual relationship with the Brokerage House remotely, without an assistance of a notary public, a natural person, as well as any natural person acting on behalf of the Client is obliged to provide:
    - 3.6.4.1. copy of ID,
    - 3.6.4.2. copy of another official document with photo - passport, driving license,
    - 3.6.4.3. copy of a document verifying the existence of an account that shall be the source of the first deposit made by the Client,
  - 3.6.5. When entering into the contractual relationship with the Brokerage House, a legal person, including legal person acting through its organisational unit, and including legal person acting on behalf of the Client, is obliged to provide:
    - 3.6.5.1. actual excerpt from the commercial or similar registry (original or notarially certified copy – in particular cases HighSky Brokers may abandon this requirement upon its own discretion),
    - 3.6.5.2. certificate of incorporation, if applicable - original or notarially certified copy,

- 3.6.5.3. tax identification number, if applicable - original or notarially certified copy,
- 3.6.5.4. list and ID of shareholders holding more than 25% of the shares, if applicable
- 3.6.5.5. ID of the persons representing the Client,
- 3.6.5.6. documentation in accordance with the regulations concerning the natural persons in respect of the natural persons acting on behalf of the Client. In a case where the statutory body of the Client, its member, or the beneficial owner is another legal person, documentation in accordance with the regulations in respect to that legal person.
- 3.6.6. Power of attorney
  - 3.6.6.1. In a case where a natural person acts on behalf of the Client, the data in accordance with the regulations specified for natural persons in respect of that person shall be collected. The power of attorney authorised by a public notary, or an Employee of HighSky Brokers, should be attached to the documentation collected.
  - 3.6.6.2. In a case where a legal person acts on behalf of the Client, the data shall be collected in respect of that person in accordance with the regulations specified for legal persons. The power of attorney authorised by a public notary, or an Employee of HighSky Brokers, should be attached to the documentation collected.
- 3.6.7. Foreign person
  - 3.6.7.1. In a case where the Client is a foreign person, the requirements specified within this article shall be applied accordingly.
  - 3.6.7.2. In a case where the Client is a foreign legal person, the documentation provided shall, upon request of the Brokerage House, be enclosed with a certified translation to either Czech or English.
- 3.6.8. Married couples with a joint property
  - 3.6.8.1. HighSky Brokers may enter into the contractual relationship with married couples with a joint property upon presentation of additional documentation that proves it is joint property.
  - 3.6.8.2. In a case where a married couple with a joint property has a valid contract with HighSky Brokers, each of the spouses is considered to be a co-owner of the Monetary Account, and both spouses are considered to be joint creditors, as well as joint-debtors.
  - 3.6.8.3. With the exceptions provided by binding legal regulations, each of the co-owners of the Monetary Account agrees that each of them may dispose of the assets registered on the Monetary Account, place orders and dispositions and submit statements of the will in respect of the Monetary Account maintained with HighSky Brokers.
  - 3.6.8.4. Delivery of communication to one of the spouses, in a case of an account owned by married couples with a joint property, is considered to be effective in relation to both spouses.
- 3.6.9. It is not possible to transfer the ownership of the Monetary Account by any means.
- 3.6.10. In a case where the Agreement is signed remotely by a natural person, without the assistance of a notary public, the Client is obliged to make the first deposit via an account verified by the document referred to in point 3.6.4.3 and kept on the name of the Client in a Czech credit institution or a foreign credit institution operating in the European Union or the European Economic Area.
- 3.6.11. In order to fulfill the statutory obligation of identification of the Client, HighSky Brokers may require additional documentation in respect of the Client, as well as modify the requirements specified within this article.
- 3.6.12. In a case where the documentation related to the Agreement is not complete, the data provided on the part of the Client is not complete, or obviously incorrect or false, or the requirements specified within this article in respect of the documentation of the Client are not fulfilled, HighSky Brokers may refuse to conclude the Agreement or postpone the activation of the account of the Client till the moment when the requirements are met. In cases where the requirements are not met in the time specified by HighSky Brokers, HighSky Brokers is entitled to cancel the Agreement.



- 3.6.13. The Client is obliged to notify HighSky Brokers about any changes concerning the data provided in relation to the Agreement and the documentation specified in article 2 of the Agreement. The Clients are responsible for all the consequences of not fulfilling these requirements.
- 3.7. Entering of the Agreement into force
- 3.7.1. The Agreement becomes valid and enters into force at the moment of its conclusion either in written or electronic form. The Client is obliged to deposit to the account an amount no less than the amount specified as the minimum initial deposit and in the currency of the chosen type of account. The minimum initial deposit may vary according to the type of Client's Trading Account offered to the Client.

#### 4. Power of attorney

- 4.1. For the operations regulated by the Agreement, along with the corresponding documentation, the Client may appoint a proxy. The proxy may be appointed in written form upon the basis of the power of attorney:
- 4.1.1. signed by the Client in person, in the presence of a duly authorised employee of HighSky Brokers. In such a case the employee of HighSky Brokers authorises the signatures of the Client and the proxy,
- 4.1.2. with signature of the Client authorised by notary public, or the power of attorney, in the form of a notarial deed. In this case, it is obligatory to provide the specimen of the signature of the proxy, authorised by notary or an Employee of the Brokerage House, authorised for such a purpose.
- 4.2. In a case when the power of attorney is authorised by notary public or otherwise officially verified outside the Czech Republic, the Brokerage House may require the power of attorney to be also apostilled and/or superlegalized, if applicable, in order to be used in the Czech Republic.
- 4.3. The power of attorney of the Client, including its modifications and revocation, if applicable, should be submitted along with a validated translation to Czech or English language.
- 4.4. The document of the power of attorney should include:
- 4.4.1. detailed personal data of the Client,
- 4.4.2. detailed personal data of the proxy, in the same scope as the Agreement covers the personal details of the Client,
- 4.4.3. scope of the services and operations to which the proxy is authorised.
- 4.5. The power of attorney, in order to be effective in relation to withdrawal of funds and placing orders shall explicitly include the authorisation for placing such dispositions.
- 4.6. In a particular case of granting further powers of attorney, the power of attorney provided for HighSky Brokers should explicitly include the authorisation for such an operation. In another case such an operation will not be valid in relation to HighSky Brokers.
- 4.7. The power of attorney may be modified or revoked:
- 4.7.1. in written form by the Client in person, in the presence of a duly authorised employee of HighSky Brokers. In such a case, the employee of HighSky Brokers authorises the signatures of the Client,
- 4.7.2. in written form with signature of the Client authorized by notary public or the power of attorney in the form of a notarial deed.
- 4.7.3. by phone or fax, submitted in accordance with the regulations specified within these Terms and Conditions. This operation, however, is subject to prior approval of HighSky Brokers.
- 4.8. The power of attorney expires on the next business day after HighSky Brokers receives reliable documentation, proven by the relevant documentation, concerning:
- 4.8.1. the death of the Client or the proxy,
- 4.8.2. a loss of legal capacity of the Client or the proxy, where applicable,
- 4.8.3. liquidation or default of the Client.
- 4.9. HighSky Brokers reserves the right not to accept any power of attorney that would, in the opinion of HighSky Brokers, to a significant degree complicate the process of provision of investment services.
- 4.10. The power of attorney, its modifications and revocations become effective no later than the next working day after the complete documentation is delivered to HighSky Brokers.

## **5. Modifications of the Terms and Conditions and associated documentation**

- 5.1. HighSky Brokers is entitled to modify the following documentation upon the notice sent to the Client prior to entering into force of the modification, with the usage of electronic means of communication. The communication may refer also to the Internet website of HighSky Brokers. The notice should be sent, irrespective of the effective delivery date, in respective cases:
  - 5.1.1. Agreement, Terms and Conditions, Risk Declaration, Information on the Brokerage House – at least fourteen (14) calendar days prior to the date of entering into the force of the proposed changes,
  - 5.1.2. Order Execution Policy, Decisions, Table of Financial Instruments, Table of Margin Requirements, Table of Fees and Commissions– at least seven (7) calendar days prior to the date of entering into the force of the proposed changes.
- 5.2. The Client not accepting the proposed changes has the right to terminate the Agreement with immediate effect, in accordance with the regulations specified within the Terms and Conditions. The Client is informed about his right to terminate the Agreement in the notice informing about the proposed modifications.
- 5.3. In a case where HighSky Brokers does not obtain the statement of the Client concerning termination of the Agreement till the moment of entering into the force of the proposed modification, it is considered that the Client accepts the proposed modification.
- 5.4. The Table of Swap Points and Table of Expiration can be modified by HighSky Brokers without any prior notice to the Client, always provided that the modified version is published on the Internet website of HighSky Brokers.
- 5.5. HighSky Brokers may modify the documentation specified in article 5.1.2 of this article with immediate effect, in cases where:
  - 5.5.1. the changes consist of introducing new Financial Instruments to the offer,
  - 5.5.2. the changes result in modifying the offer of HighSky Brokers in favour of the Client,
  - 5.5.3. the changes result from the situation when the trading of the Underlying Instrument is suspended, stopped, market where the Underlying Instrument is traded is closing, or regulation that significantly and adversely influences the conditions of concluding transactions on such a market is introduced.
- 5.6. The reasons that entitle the Brokerage House to modify documentation in accordance with point 5.1. in cases not specified in point 5.4. or 5.5. are: amendments to binding legal regulations, duly justified intervention of 3rd parties, including binding decisions of authorities, nature of the products and services offered by HighSky Brokers, including any changes thereof, any amendments of offer of HighSky Brokers in respect to the services and products, including but not limited to introduction, modification or removal of services and products, damage or threat of such damage in respect to the HighSky Brokers or its clients, Force Majeure and other reasons not specified above that HighSky Brokers considers as important.
- 5.7. Any changes to the Agreement, these Terms and Conditions and other documentation specified in article 2 of the Agreement, influence the relationship between HighSky Brokers and the Client, including all the open positions in Financial Instruments, from the moment of entering into the force.
- 5.8. The actual version of the documentation is also available to the Clients on the Internet website of the Brokerage House [www.gibroker.com](http://www.gibroker.com), [www.highsky.com](http://www.highsky.com) and at the registered office of the Brokerage House.

## **6. Termination of the agreement**

- 6.1. The Agreement between the Client and HighSky Brokers terminates:
  - 6.1.1. upon the notice of the Client with seven (7) days termination notice,
  - 6.1.2. upon the notice of the Client, with immediate effect – in the cases specified in article 5 of this Terms and Conditions,
  - 6.1.3. upon the notice of HighSky Brokers, with seven (7) days termination notice,
  - 6.1.4. upon the notice of HighSky Brokers, with immediate effect - in cases where the Client seriously violates the regulations imposed by the Agreement, these Terms and Conditions or other documentation specified in article 2 of the Agreement, or submits false or incorrect statements or identification data in relation to aforementioned documentation.
  - 6.1.5. when HighSky Brokers receives or gains official information on the decease of the Client, being an individual person, or a liquidation or insolvency of the Client being a legal person or legal person acting through organisational unit. In such a case the Agreement will be terminated on the next business day after receipt or gaining of the aforementioned information.

- 6.2. HighSky Brokers may immediately terminate the Agreement with the Client due to a significant reason. This includes reasons such as:
  - 6.2.1. the balance of the monetary account is not higher than zero for more than 6 months,
  - 6.2.2. there are no operations registered in relation to Financial Instruments on the account of the Client for more than 6 months,
  - 6.2.3. the Client does not comply with the regulations specified within the Agreement, these Terms and Conditions or other documentation specified in article 2 of the Agreement.
  - 6.2.4. the Client rudely violates the standards of social intercourse.
- 6.3. The notice of termination must be in writing or in electronic form (E-mail). The termination period commences by the date of delivery.
- 6.4. HighSky Brokers is entitled and obliged to provide services in accordance with the Agreement, these Terms and Conditions and other documentation specified in article 2 of the Agreement until the day of the termination of the Agreement, or the day when HighSky Brokers has been informed about the expiration of the Agreement in the past.
- 6.5. The Client is obliged to inform HighSky Brokers of the manner of disposing of the assets of the Client no later than the day of expiry of the Agreement. In a case where the Client does not fulfill this obligation, at any moment, starting from the first business day after the expiry of the Agreement, HighSky Brokers is entitled to arrange:
  - 6.5.1. closing of all the positions in the Financial Instruments of the Client at a price that will be available in the Electronic Trading System at the moment of processing of the operation and transfer of the funds to the Monetary Account of the Client,
  - 6.5.2. settlement of all the outstanding liabilities of the Client in relation to HighSky Brokers, including, but not limited to, financial result of unsettled transactions and unsettled fees and commissions, against the monetary funds of the Client,
  - 6.5.3. transfer of the remaining balance of the Monetary to the last bank account provided by the Client or his/her proxy duly authorized for such a purpose. In a case where there is no valid bank account of the Client provided, HighSky Brokers and/or the Third Party will keep the monetary funds on the bank account, without interest.
- 6.6. The legal successors to the Client, to be able to take possession of the monetary funds and financial instruments of the Client, shall present the relevant legally effective documentation that proves their legal succession.
- 6.7. The termination of the Agreement does not have any influence on the property rights acquired earlier by both parties. The termination of the Agreement in particularly does not result in extinction of any claims of HighSky Brokers resulting from the Agreement, these Terms and Conditions or documentation specified in article 2 of the Agreement, in a case where the claims have not been settled earlier. The claims remain valid in respect of the Client, as well as the legal successors or descendants of the Client.
- 6.8. In the case of termination of the contractual relationship in accordance to Articles 6.1.1. and/or 6.1.3., of the Terms and Conditions, all pending orders and open positions of the Client shall be cancelled/closed at the end of the seven (7) days' termination notice period. In the case of termination of the contractual relationship in accordance to Articles 6.1.2., 6.1.4, 6.1.5. and/or 6.2., of the Terms and Conditions, all pending orders and open positions of the Client shall be cancelled/closed within 24 hours after termination, whereas the Brokerage House is entitled to cancel pending orders and close open positions also after the expiry of this period.

## **7. Platform and Electronic Trading**

- 7.1. By consenting to the Agreement the Client is entitled to apply for Access Code, which allow him to have access within the Company's Platform(s), in order to be able to give Orders with the Company, through a compatible personal computer or tablet or phone of the Client, connected to the Internet. For this reason, subject to the Client's obligations under this Agreement, the Company hereby grants the Client a limited license, which is non-transferable, non-exclusive and fully recoverable, to use the Platform(s) (including the use of the Website and any associated downloadable software available from time to time) in order to place Orders in particular Financial Instrument(s). The Company may use different Financial Instrument depending on the Platform(s);
- 7.2. The Company has the right to shut down the Platform(s) at any time for maintenance purposes without prior notice to the Client, this will be done only in weekends, unless not convenient or in urgent cases. In these cases the Platform(s) will be inaccessible;



- 7.3. The Client is solely responsible for providing and maintaining the compatible equipment necessary to access and use the Platform(s), which includes at least a personal computer or mobile phone or tablet (depending on the Platform used), internet access by any means and telephone or other access line. Access to the internet is an essential feature and the Client shall be solely responsible for any fees necessary in order to connect to the internet;
- 7.4. The Client represents and warrants that he has installed and implemented appropriate means of protection relating to the security and integrity of his computer or mobile phone or tablet and that he has taken appropriate actions to protect his system from computer viruses or other similar harmful or inappropriate materials, devices, information or data that may potentially harm the Website, the Platform(s) or other systems of the Company. The Client further undertakes to protect the Company from any wrongful transmissions of computer virus or other similarly harmful or inappropriate material or device to the Platform(s) from his personal computer or mobile phone or tablet;
- 7.5. The Company will not be liable to the Client should his computer system or mobile phone or tablet fail, damage, destroy and/or format his records and data. Furthermore, if the Client incurs delays and any other form of data integrity problems that are a result of his hardware configuration or mismanagement, the Company shall not be liable;
- 7.6. The Company will not be liable for any such disruptions or delays or problem in any communication experienced by the Client when using the Platform(s);
- 7.7. Orders with the Company are placed on the Platform(s), with the use of Access Code through the Client's compatible personal computer (or phone or tablet) connected to the internet. It is agreed and understood that the Company will be entitled to rely and act on any Order given by using the Access Code on the Platform(s), without any further enquiry to the Client and any such Orders will be binding upon the Client;
- 7.8. The Company declares and the Client fully understands and accepts that the Company is not an Internet Service Provider nor shall be kept neither liable nor responsible for any electricity failures that prevent the use of the Platform and cannot be responsible for not fulfilling any obligations under this Agreement because of the internet connection or electricity failures. In the case of such electricity / communication/ internet failures, and when the Client wishes to execute a position, then he must telephone our operators on the phone line and give verbal instruction(s). The Company reserves the right to decline any verbal instruction(s) in cases where its telephone recording system is not operational and/or in cases where the Company is not satisfied of the caller's/Client's identity or in cases where the transaction is complicated, and reserves the right to ask the Client to give instructions by any other mean, inter alia, electronic mail (e-mail).

## **8. Prohibited Actions on the Platform**

- 8.1. It is absolutely prohibited for the Client to take any of the following actions in relation to the Company's systems and/or Platform(s) and/or Client's Trading Account(s):
  - a) Use, without the prior and written consent of the Company, of any software, which applies artificial intelligence analysis to the Company's systems and/or Platform(s) and/or Client's Trading Account(s);
  - b) Intercept, monitor, damage or modify any communication which is not intended for him;
  - c) Use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Platform(s) or the communication system or any system of the Company;
  - d) Send any unsolicited commercial communication not permitted under applicable law or Applicable Regulations;
  - e) Do anything that will or may violate the integrity of the Company computer system or Platform(s) or cause such system(s) to malfunction or stop their operation;
  - f) Unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Platform(s);
  - g) Any action that could potentially allow the irregular or unauthorised access or use of the Platform(s);
  - h) Send massive requests on the server which may cause delays in the execution time;
  - i) Perform Abusive Trading.
- 8.2. Should the Company reasonably suspect that the Client has violated the terms of clause 8.1., it is entitled to take one or more of the counter measures of clause 9.2.

## 9. Events of Default

9.1. Each of the following constitutes an "Event of Default":

- a) The failure of the Client to perform any obligation due to the Company;
- b) If an application is made in respect of the Client pursuant to the Czech applicable regulations or any equivalent act in another jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client;
- c) The Client is unable to pay the Client's debts when they fall due;
- d) Where any representation or warranty made by the Client under this Agreement is or becomes untrue;
- e) The Client (if the Client is an individual) passes away or is declared absent or becomes of unsound mind;
- f) Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in clause 9.2;
- g) An action set out in clause 9.2 is required by a competent regulatory authority or body or court;
- h) The Company reasonably considers that the Client involves the Company in any type of fraud or illegality or breach of Applicable Regulations or the Company is placed at risk of being involved in any type of fraud or illegality or breach of Applicable Regulations if it continues offering Services to the Client, even when this is not due to the Client's wrongdoing;
- i) The Company reasonably considers that there is a material violation by the Client of the requirements established by the legislation of the Czech Republic or other countries having jurisdiction over the Client or his trading activities, such being materiality determined in good faith by the Company;
- j) If the Company suspects that the Client is engaged into money laundering activities or terrorist financing or card fraud or other criminal activities;
- k) The Company reasonably suspects that the Client performed a Prohibited Action, as stated above in Paragraph 8;
- l) The Company reasonably suspects that the Client performed Abusive Trading;
- m) The Company reasonably suspects that the Client opened the Client's Trading Account fraudulently;
- n) The Company reasonably suspects that the Client performed forgery or used a stolen card to fund the Client's Trading Account.

9.2. If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior written notice, take one or more of the following actions:

- a) Terminate this Agreement immediately without prior notice to the Client.
- b) Cancel any Open Positions;
- c) Temporarily or permanently bar access to the Platform(s) or suspend or prohibit any functions of the Platform(s);
- d) Reject any Order of the Client;
- e) Restrict the Client's trading activity;
- f) In the case of fraud, reverse the funds back to real owner or according to the instructions of the law enforcement authorities of the relevant country or of the Payment Network / Institution;
- g) Cancel or reverse any profits and/or trading benefits and/or bonus gained through Abusive Trading. Losses resulting from Abusive Trading of the Client cannot be reversed.
- h) Take legal action for any losses suffered by the Company;
- i) Block the IP address and/or the trading account of the Client who sends massive requests on the server which may cause delays in the execution time.

## 10. Execution of Orders

10.1. The Client is informed that all Orders placed by the Client are received by the Company and transmitted for execution (called straight through processing or STP) directly to another entity called a Liquidity Provider. Hence the Company does not act as a counterparty of the Client in any given transaction but as a broker or agent of the Client. The sole Execution Venue for the execution of the Client's Orders is Forex Capital Trading PTY (ForexCT) Ltd, an Investment Firm registered under the Australian Securities & Investment Commission (AFSL License no 306400);

10.2. The Company's operation time for trading: round – the – clock from Sunday 22.00.01 GMT (Greenwich Mean Time) through Friday 22.00.00 GMT (Greenwich Mean Time). Non-business periods: from Friday 22.00.01 (Greenwich Mean Time) through Sunday 22.00.00 (Greenwich Mean Time). Holidays will be announced through the Website of the Company;

- 10.3. By accepting these present Terms and Conditions, the Client is accepting that he has read and understood and unconditionally accepted all the information provided under the title "Order Execution Policy", as this information is loaded on the Website which is public and available to all Clients;
- 10.4. The Company will be entitled to rely and act on any Order given by using the Access Code on the Platform(s) or via phone without any further enquiry to the Client and any such Orders will be binding upon the Client;
- 10.5. The Company shall, in certain circumstances (for example in case the Platform is not operational or the Client is facing technical problems) accept instructions, via telephone or in person, provided that the Company is satisfied, at its full discretion, of the caller's/Client's identity and clarity of instructions. In cases where an Order is being received by the Company in any means other than through the Platform, the Order will be transmitted by the Company to the Platform and processed as if it was received through the Platform
- 10.6. The Client has the right to authorize a third party to give instructions and/or Orders to the Company or to handle any other matters related to this Agreement, provided that the Client has notified the Company in writing, of exercising such a right and that this person is approved by the Company fulfilling all of Company's specifications for this. Unless the Company receives a written notification from the Client stating the expressed termination of the said person's authorization, the Company will continue accepting instructions and/or Orders given by this person on behalf of the Client and the Client shall recognize such Orders as valid and committing. The above written notification for the termination of the authorization to a third party has to be received by the Company with at least two (2) Business Days' notice;
- 10.7. Orders cannot be changed or removed after placed in the market. Stop Loss and Take Profit Orders may be changed even if the trade was placed in the market as long as they are higher in distance than a specific level (depending on the trading symbol). The Client may change the expiry date of Pending Orders or delete or modify a Pending Order before it is executed, if it is not Good till Cancelled (GTC)
- 10.8. The transaction (opening or closing a position) is executed at the Bid / Ask prices offered to the Client. The Client chooses desirable operation and makes a request to receive a transaction confirmation by the Company. The transaction is executed at the prices the Client can see on the screen. Due to the high volatility of the markets during the confirmation process the price may change, and the Company has the right to offer the Client a new price. In the event the Company offers the Client a new price the Client can either accept the new price and execute the transaction or refuse the new price, thus cancel the execution of the transaction;
- 10.9. The Client, using electronic access, can give only the following orders of trading character: i. OPEN – to Open a Position; ii. CLOSE – to Close an Open Position; iii. To add, remove; edit orders for Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, and Sell Stop. Any other Orders are unavailable and are automatically rejected. The confirmed Open or Closed position cannot be cancelled by the Client;
- 10.10. Orders can be placed, executed, changed or removed only within the operating (trading) time and shall remain effective through the next trading session. The Client's Order shall be valid in accordance with the type and time of the given Order, as specified. If the time of validity of the Order is not specified, it shall be valid for an indefinite period;
- 10.11. The Company shall not be held responsible or liable in the case of delays or other errors caused during the transmission of Orders via computer;
- 10.12. A Corporate Event ("the Corporate Event") are the declarations by the issuer of the Financial Instrument of the terms of any of the following but not limited to:
  - a) A subdivision, consolidation or reclassification of shares, a share buy-back or cancellation, or a free distribution of shares to existing shareholders by way of a bonus, capitalization or similar issue;
  - b) a distribution to existing holders of the underlying shares of additional shares, other share capital or securities granting the right to payment of dividends and/or proceeds of liquidation of the issuer equally proportionately with such payments to holders of the underlying shares, or securities, rights or warrants granting the right to a distribution of shares or to purchase, subscribe or receive shares, in any case for payment (in cash or otherwise) at less than the prevailing market price per share as determined by the Company;
  - c) Any other event in respect of the shares analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of the shares.
- 10.13. The Company reserves the right to change the opening/closing price (rate) and/or size and/or number of the related transaction (and/or the level and size of any Sell Limit, Buy Limit, Sell Stop, Buy Stop order) in case of any Underlying Asset of the Financial Instrument becomes subject to possible adjustment as the result of any event set out in clause 10.12 above. This operation is applied exclusively to securities and has a meaning to preserve the economic equivalent of the rights and obligations of the parties under that transaction

- immediately prior to that Corporate Event. All actions of the Company according to such adjustments are conclusive and binding upon the Client. The Company shall inform the Client of any adjustment as soon as reasonably practicable
- 10.14. While a Client has any open positions on the ex-dividend day for any of the Financial Instruments, the Company reserves the right to proceed with the closure of such positions at the last price of the previous trading day and open the equivalent volume of the underlying security at first available price after the market movement, on the ex-dividend day. In this case, the Company has to inform the Client by releasing an announcement on the Website about the possibility of such actions, not later than the closing of the trading session prior to the ex-dividend day.
- 10.15. The Company reserves the right, at its sole discretion; to disable the Client from opening any new positions on the ex-dividend day or prior to the ex-dividend day. In case of any unjustified profit, generated from ex-dividend activity, the Company reserves the right and without giving a prior notice to the Client to re-adjust the profit (i.e. remove the profit);
- 10.16. Orders: Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop on Financial Instruments are executed at the declared by the Client price on the first current price touch. The Company reserves the right not to execute the Order, or to change or to revert the opening (closing) price of the transaction in case of the technical failure of the Platform, reflected financial tools quotes feed, and also in case of other technical failures. See also p. 10.17.
- 10.17. Under certain trading conditions it may be impossible to execute orders (Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, and Sell Stop) on any Financial Instrument at the declared price. In this case, the Company reserved the right, at its sole discretion, to execute the order or change the opening (closing) price of the transaction at a first available price;  
Events that might cause the above mentioned actions on behalf of the Company are considered to be the following, (the list is NOT exhausting):
- a) At times of rapid price movement if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange, trading is suspended or restricted;
  - b) In the trading session start moments which has as a result, placing a Stop—Loss Order will not necessarily limit the client's losses to the intended amounts, because market conditions may make it impossible to execute such an order at the stipulated price.
- 10.18. The Client may submit to the Company by electronic mail (e-mail) or in writing or deliver by hand, his objection to the execution or the non-execution or the mode of execution of a transaction and/or Order concluded on his behalf within two (2) Business Days from the conclusion of the transaction. Otherwise, the transaction will be considered valid and binding for the Client;
- 10.19. At Margin level "Zero" the Company will automatically close all positions at market price;
- 10.20. The Client agrees and acknowledges that all conversations / communications between the Client and the Company shall be recorded on magnetic, electronic and other carriers. The Client further agrees that the Company has the right to use these records as evidence in case any dispute arises between the Company and the Client
- 10.21. The Company has the right to refuse the Client in the execution of transactions through the telephone line, if the actions of the Client are not clear and/or do not include the following operations: opening position, closing position, changing or removing orders
- 10.22. In case of Force-Majeure, hacker attacks and other illegal actions against the Server of the Company and/or a suspension of trade in the financial markets concerning Financial Instruments of the Company, the Company may, suspend, or close the Client's positions and request the revision of the executed transactions
- 10.23. The Quotes appearing on the Client's terminal are based on the quotes received from a Third Party and the Company adds a mark-up. For purposes of trading with the Company, the Client shall refer to the prices of the Company on the Platform;
- 10.24. The Quotes appearing on the Client's terminal are based on the quotes from the Liquidity Provider and are indicative quotes and hence the actual execution price may vary depending on the market conditions. For example, if there is high volatility in the Underlying Market the execution of the Order may change due to execution time and also the Client may ask for price but he will get the first price that will be in the market and this may result in positive or negative Slippage for the Client.
- 10.25. The Client shall not employ any means, electronic or otherwise, including software and/or software equipped computer or other electronic device for the purpose of automatic trading in his Trading Account. Furthermore, the Client shall not use or allow the use of a computer for the purpose of performing a transaction, in a way that the transaction performed is obstructing and/or interfering with the regular and ordinary carrying out of the said transaction, as this was contemplated by the Company (including but not limited to: expert advice



- software; auto clickers and other similar software). Whereas the Client wishes to act contrary to the provisions of this paragraph, he must give notice of an application in writing to the Company, and may only act contrary to the provisions of this paragraph where the Company approves the said application;
- 10.26. The Company reserves the right to change the Trading Conditions on its Website at any time. The Client agrees to check the Trading Conditions and the full specification of the Financial Instrument before placing any Order. The minimum volume of the transaction is 10.000 base currency units for FX in PROfit platform. Leverage varies according to the product as shown in the Trading Conditions, available on the Company's website and forming an integral part of this Agreement. At the opening of a Client's Trading Account, the leverage rate is predetermined. The Client may request for a different leverage to be applied to his Trading Account by contacting the Company, and the latter reserves the right to reject the request;
- 10.27. The Company reserves the right to change the Client's Trading Account leverage at its sole discretion, either for a limited time period or on a permanent basis, by informing the Client either by internal electronic mail (e-mail) and/or in writing by regular mail and/or posting an announcement on the Company's Website;
- 10.28. The Company has the right at its sole discretion to increase or decrease spreads on Financial Instruments depending on market conditions without any prior notice to the Client
- 10.29. The Company has the right not to accept CFD trading in Currency Pairs (Forex Trading), to be determined in its own absolute discretion, 2 minutes before and after a Critical News Release
- 10.30. The Client is prohibited from performing Scalping Trades. The Company reserves the right to cancel any trades that have been closed within the two (2) minute limit, and has the right to act according to clause regulating immediate termination of this Agreement.
- 10.31. The Client acknowledges and accepts that prices in any type of orders are not guaranteed, which means there is possibility of negative or positive slippage when executing an order. Slippage may be defined as difference between price of execution and price at which Client places order.
- 10.32. The Brokerage House may cancel any trade based on "Price latency arbitrage opportunities"
- 10.33. Cancellation of trade may mean correction of a balance in such way that would nullify financial impact of such cancelled trade.

## 11. Refusal to Execute Orders

- 11.1. The Client acknowledges and accepts that the Company shall have the right, to refuse to execute any Order, amongst others in any of the following cases:
- Whenever the Company deems that the execution of the Order aims at or may aim at manipulating the market of the Underlying Assets, constitutes an abusive exploitation of privileged confidential information (insider trading); contributes to the legislation of proceeds from illegal acts or activities (money laundering); affects or may affect in any manner the reliability or smooth operation of the Platform;
  - In calculating the said available funds, all funds required to meet any of the Client's obligations include, but without limitation, obligations which may arise from the possible execution of other previously registered purchase Orders, which will be deducted from the cleared funds deposited with the Company;
  - Internet connection or communications are disrupted;
  - In consequence of request of regulatory or supervisory authorities or a court order or antifraud or anti-money laundering authorities;
  - Where the legality or genuineness of the Order is under doubt;
  - A Force Majeure Event has occurred;
  - In an Event of Default of the Client,;
  - The Company has sent a notice of Termination of the Agreement to the Client;
  - The Platform rejects the Order due to trading limits imposed;
  - Under abnormal market conditions;
  - The Client does not hold adequate funds in his Balance for the specific Order.
- 11.2. In case any Order either to Open or Close a position concerning any Financial Instrument, has been mistakenly accepted and/or executed by the Company, the Company will make every effort to maintain the Client's original position. Any charges, losses or profits incurred from the actions above, will be absorbed by the Company



## **12. Settlements of Transactions and Reporting**

- 12.1. The Company shall proceed to a settlement of all transactions upon execution of such transactions
- 12.2. Under Applicable Regulations, the Company shall provide the Client with reporting on his Orders. In order to comply with regulations in regards to Client reporting requirements, the Company will provide the Client with a continuous online access to the Client's Trading Account via the Platform(s) used by the Client; the Client will be able to see in the Client's Trading Account the status of his Order, confirmation of execution of the Order as soon as possible (including the trading date, time, type of Order, venue identification, instrument identification, the buy/sell indicator, the nature of the Order, the unit quantity, total consideration, total sum of commissions and expenses) his trading history, his Balance and other information. The Client has the right to ask the Company to send reports by electronic mail (e-mail), facsimile or on paper by post
- 12.3. If the Client has a reason to believe that the confirmation is wrong or if the Client does not receive any confirmation when he should, the Client shall contact the Company five (5) Business Days from the date the Order was sent or ought to have been sent (in the event that a confirmation was not sent). If the Client expresses no objections during this period, the content is considered as approved by him and shall be deemed conclusive.

## **13. Client's Trading Accounts**

- 13.1. The Company shall open one or more Client's Trading Accounts for the Client to allow him to place Orders in particular Financial Instruments;
- 13.2. It is agreed and understood that the types of the different Client's Trading Accounts offered by the Company and the characteristics of such Client's Trading Accounts are found on the Website and are subject to change at the Company's discretion and according to paragraph 23 hereunder;
- 13.3. The Client's Trading Account shall be activated upon the Client depositing the minimum initial deposit, as determined and mended by the Company in its discretion from time to time. The minimum initial deposit may vary according to the type of Client's Trading Account offered to the Client.
- 13.4. The Company may upgrade the Client's Trading Account, convert Client's Trading Account type, upgrade or replace the Platform or enhance the services offered to the Client if it reasonably considers this is to the Clients advantage and there is no increased cost to the Client;
- 13.5. The Company may keep merchant accounts in its name with payment service providers used to settle payment transactions of its Clients. However, it is noted that such merchant accounts are not used for safekeeping of Client money, but only to effect settlements of payment transactions. It is further understood that such payment service providers normally keep percentage of the deposit (as a rolling reserve) for several months. This will not affect the balance of the Client's Trading Account;

## **14. Monetary account**

- 14.1. Upon the basis of the Agreement concluded in accordance with the conditions stipulated in article 3 of these Terms and Conditions, HighSky Brokers opens the Monetary Account for the Client.
- 14.2. The Monetary Account is maintained in the Currency of the Monetary Account, chosen by the Client at the time of entering into the Agreement. Once the Monetary Account is opened, there is no possibility changing the Currency of the Monetary Account.
- 14.3. The range of the currencies in which the Monetary Account can be maintained is stipulated by the Decisions of the HighSky Brokers.
- 14.4. The funds deposited to the Monetary Account can be subject to interest rates, upon the basis of Decision of the HighSky Brokers. In such a case, the Decisions shall also stipulate the level of the interest rates and the manner of interest rates accrual. This can be stipulated also in relation to certain groups of the Clients, designated by the Decision. The HighSky Brokers may also decide, on assigning an interest rate to the Monetary Account of the Client on an individual basis, upon fulfilling of the conditions that are specified individually.
- 14.5. The monetary funds deposited by the Client are kept in one or more of the bank accounts of the Brokerage House and/or the Third Party designated for that purpose.
- 14.6. The monetary funds deposited by the Client are kept will at all times be segregated from the Company's own money and cannot be used in the course of its own business. It is understood that the Company may hold monetary funds deposited by the Client and other Clients in the same account within institutions of clause 14.5.

- 14.7. The main criteria in relation to the financial institution for the depositing of Clients funds are the experience of the party, its reputation in the financial market and the legal requirements and market practices related to the holding of Client monetary funds, and that could adversely affect the Client's rights. These criteria are taken into account during the whole process of cooperation with the third party, its selection and entering into an agreement on services and the course of their provision. These criteria are considered to be met in the case of the first ten (10) in terms of the size of assets banks operating in the Czech Republic or in Poland and also in respect to an entity duly licensed for that purpose, being under supervision of relevant Authorities on the territory of the European Union or Australia, always provided that such entity fulfils the detailed conditions specified hereby.
- 14.8. In respect of all matters related to the monetary funds and other assets of the Clients, HighSky Brokers shall act prudently and with professional care.
- 14.9. The following operations are registered on the Monetary Account:
- 14.9.1. Debit and credit operations resulting from the settlement of the closed transactions on the Financial Instruments,
  - 14.9.2. Debit and credit operations resulting from the settlement of the swap points and rollover procedure,
  - 14.9.3. Deposit and withdrawal operations of the monetary funds,
  - 14.9.4. Fees and commissions charged in accordance with the Table of Fees and Commissions, including interest rates if applicable,
  - 14.9.5. Interest rates from the monetary funds and withholding tax charges,
  - 14.9.6. Other financial operations resulting from the Agreement and these Terms and Conditions.
- 14.10. The funds deposited to the Monetary Account may be used for the following purposes. Where the order of the list represents the priority of each operation, for clarity purposes, each subsequent position has lower priority:
- 14.10.1. Settlement of the transactions on the Financial Instruments, including the settlement of swap points and rollover procedure,
  - 14.10.2. Covering the fees and commissions charged in accordance with the Table of Fees and Commissions, as well as other liabilities related with execution of this Agreement, the Terms and Conditions and other documentation specified in article 2 of the Agreement,
  - 14.10.3. Covering the Transaction Margin resulting from an open position in Financial Instruments, if any,
  - 14.10.4. Execution of orders for conclusion of a new transaction on Financial Instruments or withdrawal of the monetary funds of the Client.
- 14.11. The order of the list presented in article 7.9 also reflects the priority for the usage in the case of new funds deposited by the Client.
- 14.12. In cases where the funds on the Monetary Account of the Client are not satisfactory for settlement of the result of the transaction on the Financial Instruments or settlement of fees and commissions in accordance with the Table of Fees and Commissions, the Client is obliged, even without notice from HighSky Brokers, to make a deposit in the amount that would allow for such settlement within fourteen (14) business days from the time of occurrence of such a situation. In a case where the Client does not fulfill this requirement, HighSky Brokers is entitled to transfer the outstanding amount from another Monetary Account maintained for the Client, or (even simultaneously) to cancel the Agreement, or (even simultaneously) to charge penalty interest rate according to the Table of Fees and Commissions for the time during which is the outstanding amount due or (even simultaneously) to commence all available legal steps leading to acquiring the outstanding amount including its accessories.
- 14.13. Mistakes made by HighSky Brokers during transfer of funds shall be refunded to the Client. It is understood that should the Client provide wrong instructions for a transfer, HighSky Brokers may be unable to correct the mistake and the Client may have to suffer the loss.
- 14.14. Deposits**
- 14.14.1. The funds may be deposited to the Monetary Account by a payment to the Settlement Account designated for that purpose by HighSky Brokers. The Settlement Account is specified in the Decision of the HighSky Brokers, available on the Internet website of HighSky Brokers. The coordinates of the Settlement Account are also provided for the Client in the documentation package prior to entering into the Agreement with HighSky Brokers, in accordance with article 3 of these Terms and Conditions.
  - 14.14.2. The deposits placed in the Monetary Account should be made in the Currency of the Monetary Account only. In a case where these conditions are not met, the incoming monetary funds will

be converted by the bank to the Currency of the Monetary Account. In such a case the Client shall bear all the costs and fees related with such a conversion.

- 14.14.3. When making a deposit to the Monetary Account, the Client is obliged to provide within the payment order, at least the following information:
- 14.14.3.1. Name of the Client - owner of the Monetary Account to which the funds should be deposited,
  - 14.14.3.2. Name of the person making the deposits, if different from the name of the owner of the Monetary Account,
  - 14.14.3.3. The login number assigned to the Client.
- 14.14.4. The Client is obliged to make the first deposit to the Monetary Account from the bank account owned by the Client with Czech credit institution or a foreign credit institution operating in the European Union or the European Economic Area. This obligation is not binding in cases where the Agreement has been signed by the Client in person on the office premises of HighSky Brokers, or the Client has provided official notarial deed on Client's identification according to clause 3.6.3.1.
- 14.14.5. The funds are credited to the Monetary Account of the Client only after HighSky Brokers obtains confirmation from the bank that the funds have been credited to the Settlement Account.
- 14.14.6. The funds are deposited to the Monetary Account within two (2) business days. HighSky Brokers takes no responsibility for the delay with the crediting of the Monetary Account that was caused by factors beyond the control of HighSky Brokers. HighSky Brokers shall have the right to request the Client at any time any documentation to confirm the source of funds deposited into the Client's Trading Account. HighSky Brokers shall have the right to reject a deposit of the Client if HighSky Brokers is not duly satisfied as to the legality of the source of funds.
- 14.14.7. If the funds sent by the Client are not deposited in the Client's Trading Account when they were supposed to, the Client shall notify HighSky Brokers and request from HighSky Brokers to make a banking investigation of the transfer. The Client agrees that any charges of the investigation shall be paid by the Client and deducted from the Client's Trading Account or paid directly to the bank performing the investigation. The Client understands and agrees that in order to perform the investigation the Client shall have to provide HighSky Brokers with the requested documents and certificates;

#### 14.15. **Withdrawals**

- 14.15.1. The Client may place a disposition of withdrawal of the funds available in the Monetary Account by phone or in a written or electronic form.
- 14.15.1.1. The disposition of withdrawal of funds placed by phone can be made in accordance with the regulation concerning the phone dispositions of the Client, as described in article 13 of these Terms and Conditions.
  - 14.15.1.2. The disposition of withdrawal of funds placed in written or electronic form – has to include, as minimum, the name of the Client, login of the account and the amount to be withdrawn in the Currency of the Monetary Account. The disposition can be sent to HighSky Brokers either by fax, mail, e-mail provided by the Client in the [Client Data Form] or other electronic form introduced by HighSky Brokers.
- 14.15.2. The dispositions of withdrawals are accepted and executed in the Currency of the Monetary Account only.
- 14.15.3. The duly placed orders of withdrawals of funds are made in the following manner:
- 14.15.3.1. HighSky Brokers verifies, whether the person placing the withdrawal order is duly authorized for placing of such a disposition. In order to verify properly the person placing the disposition, HighSky Brokers may require additional documentation or verification that would allow for such identification, in particular when the disposition is placed in an electronic or telephonic form.
  - 14.15.3.2. HighSky Brokers verifies, whether the monetary funds available to the Client are sufficient for the execution of the withdrawal order.
  - 14.15.3.3. The amount ordered by the Client, if available, is deducted from the Monetary Account,

- 14.15.3.4. The funds are sent via bank transfer to the bank account of the Client, specified in the documentation of the Client. The transfer is ordered within five (5) business days with maximum ten (10) business days.
- 14.15.4. HighSky Brokers will reject the withdrawal order in any of the following cases:
  - 14.15.4.1. when the order has been placed by a person that has not been properly authorised,
  - 14.15.4.2. when the authenticity of the person acting on behalf of the Client is doubtful,
  - 14.15.4.3. when the funds available to the Client, in accordance with article 8.4.4 of these Terms and Conditions, are not sufficient for execution of the order,
  - 14.15.4.4. when the disposition of withdrawal has not been placed properly, or the data provided by the Client is obviously incorrect or insufficient,
  - 14.15.4.5. when the account of the Client has been blocked upon the disposition of Authorities or the Client itself,
  - 14.15.4.6. in other cases provided by binding legal regulations and these Terms and Conditions, if applicable.
- 14.15.5. HighSky Brokers may reject the withdrawal order in cases where:
  - 14.15.5.1. the Client has open positions in Financial Instruments and, in the opinion of HighSky Brokers, the monetary funds that are subject to withdrawal may be necessary for covering the deposit requirements resulting from the open positions in the future,
  - 14.15.5.2. the Client has liabilities in relation to HighSky Brokers, that are due to be paid and have not been properly settled, or such potential liabilities may arise from the actual dispute between the Client and HighSky Brokers.
- 14.15.6. It is agreed and understood that HighSky Brokers will not accept third party or anonymous payments in the Client's Trading Account and will not make withdrawals to any other third party or anonymous account. Only in exceptional cases and upon the approval by the relevant department.
- 14.15.7. It is understood that the Client has the right to withdraw the funds which are not used for margin covering, free from any obligations from the Client's Trading Account without closing the said Client's Trading Account;
- 14.15.8. In case of absence of any trading activity for a period of six months of the Client's Trading Account (i.e. Inactive Trading Account), HighSky Brokers reserves the right to apply an administrative fee in order to maintain the trading account assuming that the Client's Trading Account has the available funds. The administrative fee shall be announced at the Website as this is available at the Company's Website public and available for all Clients.

## 15. Operational registry

- 15.1. Operational Registry constitutes a part of the Electronic Trading System and fulfills the supplementary functions in relation to the Monetary Account of the Client.
- 15.2. Operational Registry reflects the current value of payables or receivables resulting from open positions in the Financial Instruments, listed in the Evidence Registry. Operational Registry is maintained in the Currency of the Monetary Account. All the necessary currency conversions are done automatically in accordance with the current Conversion Price available in the Electronic Trading System.
- 15.3. The actual balance of the Operational Registry is calculated as the total of:
  - 15.3.1. the financial results of the open positions on Financial Instruments,
  - 15.3.2. unsettled swap points
  - 15.3.3. unsettled fees and commissions in accordance with the Table of Fees and Commissions.
- 15.4. The actual balance of the funds available at the given time is calculated automatically by the Electronic Trading System as the difference between the Monetary Account balance and the total value of:
  - 15.4.1. the financial result of the open positions on Financial Instruments,
  - 15.4.2. unsettled swap points
  - 15.4.3. unsettled fees and commissions in accordance with the Table of Fees and Commissions
  - 15.4.4. funds allocated as the Transaction Margin for the open positions in Financial Instruments, in accordance with the regulations in article 10 of these Terms and Conditions.
- 15.5. The values related to the Operational registry are displayed by the Electronic Trading System to the Client for informational purposes only.

## 16. Evidence registry

- 16.1. Evidence registry constitutes a part of the Electronic Trading System and fulfills the supplementary functions in relation to the Monetary Account.
- 16.2. Evidence registry enlists the open positions in Financial Instruments on behalf of the Client. The position in the Financial Instrument is entered into the Registry at the moment when it is opened, and removed from the Registry no later than the moment of the settlement of the transaction.
- 16.3. Each of the open positions reflected by the Evidence registry is valued in real time in accordance with the current price of the relevant Financial Instrument. The value is given in the Currency of the Monetary Account, and for that purpose currency conversions are done automatically with the usage of the Conversion Price.
- 16.4. The total value of the open positions is given in the Currency of the Monetary Account and it is reflected in the Operational Registry.
- 16.5. In respect of each of the open positions on the Financial Instruments, the Evidence registry contains the following information:
  - 16.5.1. Identification of the Financial Instrument,
  - 16.5.2. Date and time when the position has been opened,
  - 16.5.3. Direction of the position (buy or sell),
  - 16.5.4. Volume of the position open,
  - 16.5.5. Average price at which the position has been opened,
  - 16.5.6. Price at which the position can be closed at a given time,
  - 16.5.7. Fees and commissions, if applicable in accordance with the Table of Fees and Commissions,
  - 16.5.8. Swap points value
  - 16.5.9. Financial result of the position, excluding swap points, fees and commissions.

## 17. Transaction margin

- 17.1. In order to conclude a transaction that would open a position on a given Financial Instrument, the Client is required to submit a Transaction Margin. The value of the Transaction Margin required, in respect of the given transaction, is calculated as the percentage of the nominal value of the transaction. Table of Margin Requirements specifies the method how the actual Transaction Margin is determined for the given transaction. The Transaction Margin is given in the Currency of the Monetary Account, and all the necessary currency conversions are done in accordance with the current Conversion Price.
- 17.2. The funds allocated as the Transaction Margin for the open positions in Financial Instruments are blocked at the opening of the position, and as such, decrease the amount of the funds available to the Client on the Monetary Account, in accordance with article 8.4 of these Terms and Conditions.
- 17.3. The Table of Margin Requirements specifies how the actual margin requirements are determined in respect of the specific types of instruments and the actual balance of the Operational Registry or the Monetary Account of the Client. The Table of Margin Requirements is available to the Clients on the Internet website of HighSky Brokers. The document is subject to announcement and subsequent modifications, in accordance with the regulations specified in article 5 of these Terms and Conditions.
- 17.4. HighSky Brokers is also entitled to change the Transaction Margin required in cases and to levels not specified by the Table of Margin Requirements. Such cases would include, but would not be restricted to, circumstances described in point 11.7. The Client shall be informed without undue delay about such change of Transaction Margin.
- 17.5. The Client is obliged to:
  - 17.5.1. monitor the actual balance of the Operational Registry, as defined in article 8.3 of these Terms and Conditions. The balance of the Operational Registry is available to the Client through the Electronic Trading System,
  - 17.5.2. monitor the requirements in respect of the Transaction Margin,
  - 17.5.3. maintain the level of the funds on the Monetary Account in order to keep the actual balance of the Operational Registry above the value of the Transaction Margin required for the open positions.
- 17.6. In a case where the actual balance of the Operational Registry falls below the value of the Transaction Margin required for the open positions, the Client is obliged to take either of the following actions without undue delay:
  - 17.6.1. deposit additional funds in order to supplement the Monetary Account of the Client, or
  - 17.6.2. close one or more of the open positions in order to reduce the value of the Transaction Margin required, at least to the level of the current balance of the Operational Registry.



- 17.7. The Client unconditionally agrees that whenever the actual balance of the Operational Registry is equal, or falls below 30% of the Transaction Margin required for the open positions in Financial Instruments, HighSky Brokers is entitled to arrange closing of one or more of the open positions on Financial Instruments of the Client. The settlement of the transactions is done against the Monetary Account of the Client. This procedure may be repeated till the time when the actual balance of the Operational Registry is higher than 30% of the Transaction Margin required for the open positions.
- 17.8. By entering into the Agreement, the Client authorises HighSky Brokers to undertake the actions in accordance with article 10.7, on behalf of the Client, without a necessity to issue any further notice to the Client.
- 17.9. The transactions done in accordance with the procedure described in article 10.7, are concluded at the price of the Financial Instruments, available on the Electronic Trading System at the given time.
- 17.10. The procedure described in article 10.7 is aimed at avoiding a situation where the balance of the Operational Registry will be negative. However, it may not be fully effective in achieving this goal. In a case where the balance of the Operational Registry falls below zero, the Client is obliged to supplement the funds on the Monetary Account in order to adjust the balance of the Operational Registry at least to the zero level.
- 17.11. In the case of a negative balance on the Operational Registry of the Client, HighSky Brokers is entitled to charge interest rates, in respect of the outstanding amount, against the Monetary Account of the Client in accordance with the Table of Fees and Commissions.
- 17.12. In a case where the Client has a negative balance on the Operational Registry and has opened more than one Monetary Account, HighSky Brokers is entitled to supplement the required amount from another Monetary Account of the Client.

## **18. Personal data**

- 18.1. The Client is obliged to inform HighSky Brokers, without undue delay, about any changes concerning the personal data of the Client included in the Agreement, along with the attached documentation, establishing, modifying or removing of authorization for a proxy to act on behalf of the Client and any changes in the relevant personal data of such established proxies, as well as a loss of confidential data allowing access to the account of the Client. In cases where this condition is not fulfilled, HighSky Brokers is not responsible for an execution or lack of execution of the orders and dispositions placed upon the basis of the data of the Client or the persons acting on his behalf.

## **19. Liability of the parties**

- 19.1. In cases that are beyond the control of HighSky Brokers, HighSky Brokers takes no responsibility for any difficulties or losses caused to the Client, by not fulfilling or fulfilling incorrectly any of the obligations resulting from the Agreement, along with the Terms and Conditions and other documentation specified in article 2 of the Agreement, including financial losses and opportunity costs, if these are caused by third parties or other factors. Such situations include, but are not limited to:
  - 19.1.1. delays or interruptions in data transmission,
  - 19.1.2. errors in functioning and any other technical problems related with functioning of the Electronic Trading System, in case the Electronic Trading System is operated by the Third Party,
  - 19.1.3. errors or irregularities in functioning of IT equipment, telecommunication links, data providers and Internet providers,
- 19.2. In particular, the Client specifically acknowledges that the orders are placed and executed in a specific environment of internet and remote connection that may be beyond control of HighSky Brokers. Therefore the Client will not have any claims in relation to HighSky Brokers in cases that are beyond the control of HighSky Brokers and the Client therefor acknowledges and confirms that HighSky Brokers is not liable in any cases where, due to factors that are beyond the control of HighSky Brokers, as described in article 19.1, at any given time there will be limited or denied access to the Electronic Trading System or some of its functions. This includes, but is not limited, to information concerning the Monetary Account and the registers related, introducing, modifying or removing orders and/or an execution of orders.
- 19.3. HighSky Brokers is not responsible for any results, including financial losses and opportunity costs, caused by:
  - 19.3.1. an execution of the orders of the Clients in accordance with their content, characteristic or parameters (even if it does not reflect the Client's intentions as these are unrecognizable by HighSky Brokers),
  - 19.3.2. errors in the prices of the Financial Instruments quoted on the Electronic Trading System.

- 19.4. HighSky Brokers may issue, in the form of a published Decree, a technical specification of the IT equipment and quality of Internet connection required for correct functioning of the Electronic Trading System. In cases where such technical conditions are not fulfilled, this may result in incorrect functioning of the Electronic Trading System, delayed execution of some of its functions and other irregularities, for which HighSky Brokers takes no responsibility.
- 19.5. HighSky Brokers shall not be held liable for the loss of Financial Instruments and funds of the Client, including the cases where the Client's assets are kept by a third party such as a bank or other financial institution used as a payment provider, or for an act, which was carried out based on inaccurate information at its disposal prior to being informed by the Client, of any change in the said information.

## **20. Force Majeure**

- 20.1. Force Majeure is a situation which is beyond the control or influence of HighSky Brokers, and its occurrence prevents HighSky Brokers and/or the Electronic Trading System and/or the Third Party to fulfil the obligations imposed by the Agreement, along with the Terms and Conditions and other documentation specified in article 2 of the Agreement. In particular, the cases of the occurrence of Force Majeure are:
  - 20.1.1. such events as fire, storm, flood, hurricane, earthquake, or other natural disaster, war, invasion, act of foreign enemies, civil war, hostilities (regardless of whether war is declared), revolution, rebellion, military or usurped power or confiscation, insurrection, terrorist activities, government sanction, nationalisation, blockage, embargo, labor dispute, strike,
  - 20.1.2. destruction or partial damage of the office premises of HighSky Brokers, or occurrence of other circumstances preventing normal activity within such premises,
  - 20.1.3. situation when the trading of the Underlying Instrument is suspended, stopped, closing of the market where the Underlying Instrument is traded, or an introduction of the regulations that significantly and adversely influence the conditions of concluding transactions on such a market,
  - 20.1.4. high market volatility or lack of liquidity of the market where the Underlying instrument is traded,
  - 20.1.5. publication of information on events such as those described in article 20.1 that has a significant influence on the conditions of trading on the market of the Underlying Instrument,
  - 20.1.6. breakdown, failure or irregularities in the functioning of the IT systems or the data providers that are caused by factors beyond the control or influence of HighSky Brokers,
  - 20.1.7. breakdown, failure or irregularities in the functioning of the Electronic Trading System, that restricts or disables the possibility to use its functions, such as monitoring the available funds, placing orders or execution of transactions,
  - 20.1.8. breakdown, failure or irregularities in the functioning of the Internet connection, electricity supply or telecommunication systems,
  - 20.1.9. or any other events or circumstances that are beyond control of HighSky Brokers.
- 20.2. In the case of occurrence of Force Majeure:
  - 20.2.1. HighSky Brokers takes no responsibility for any difficulties the Client has in fulfilling or fulfilling correctly any of the obligations resulting from the Agreement, along with the Terms and Conditions and other documentation specified in article 2 of the Agreement,
  - 20.2.2. HighSky Brokers is entitled to change, without any further notice, the margin requirements in relation to open positions, and to close any and all of the open positions in order to prevent an additional financial risk for any of the parties, if HighSky Brokers independently assesses such action as appropriate,
  - 20.2.3. HighSky Brokers will undertake reasonable steps to minimize delay or damages caused.

## **21. Independence of the decision of the Client**

- 21.1. All the actions and decisions are taken by the Client independently, upon the basis of his/her/its unbiased free will.
- 21.2. In respect of no orders, transactions, deposit, withdrawals or any other operations of a similar nature, it can be claimed that they have been undertaken or influenced by any written, oral or having another form of recommendation, suggestions or information of a similar nature issued by HighSky Brokers or its employees.
- 21.3. HighSky Brokers does not provide any recommendations or suggestions, including investment advice, investment recommendation or analysis of investment opportunities as defined by Act No. 256/2004 Coll., on Business Activities on the Capital Market, in relation to undertaking or abandonment of any specific

actions, placing orders or executing transactions in relation with Financial Instruments, including any parameters thereof.

- 21.4. All the above mentioned statements also hold true in relation to publishing by HighSky Brokers and its employees' analysis, commentaries and other information related to the markets where Financial Instruments are traded, and also in relation to any similar information published in the Electronic Trading System by the Third Party or with its approval.

## 22. Registering contacts with Clients

- 22.1. The Client accepts the fact that HighSky Brokers registers, stores and may use, for evidentiary purposes, all communication with the Client, including conversations made by phone or with the usage of electronic means of communication.

## 23. Reports

- 23.1. The Client has access to information concerning his orders placed in relation to Financial Instruments through the Electronic Trading System. The information is displayed without undue delay through the Electronic Trading System. In particular the Electronic Trading System informs on such facts as a confirmation of acceptance of the order for execution, execution of the order, cancellation or rejection of the order.
- 23.2. The Electronic Trading System provides the Client with real time information on the result of the transactions executed, and the monetary balance of the Monetary Account.
- 23.3. The client consents that he will be informed about the orders executed and balance on the client's account by means of a media that allows for remote access. This consent can be withdrawn at any time. Client acknowledges that if the consent is withdrawn fees for daily delivery of a printed report shall apply.
- 23.4. After end of a calendar year, HighSky Brokers provides the Clients with an annual statement that contains the summary of the financial results of the transactions done by the Client in the given year. This statement is free of charge.
- 23.5. Upon request of the Client, HighSky Brokers may prepare reports concerning other periods than those specified within this article. In such a case, fees and commissions may be applicable in accordance with the Table of Fees and Commissions.

## 24. Correspondence

- 24.1. In relation to HighSky Brokers, the Client defines within the documentation attached to the Agreement the preferred method of receiving a communication related to the Agreement. Unless it is stated otherwise within these Terms and Conditions, the possible methods of communication include:
- 24.1.1. mail or courier services to the correspondence address of the Client defined in the documentation attached to the Agreement. In the case of such a disposition, the fees and commissions may be applicable, in accordance with the binding Table of Fees and Commissions,
  - 24.1.2. with the usage of electronic means of communication - a communication system built-into the Electronic Trading System or electronic mail. In the case of electronic mail, the correspondence is sent to the e-mail address of the Client defined in the documentation attached to the Agreement,
  - 24.1.3. with the usage of Internet website of HighSky Brokers – in the case of communication that is not addressed individually to the Client,
- 24.2. Notwithstanding the preferred choice of the Client, HighSky Brokers is entitled in any case to provide the information by mail or courier services.
- 24.3. The correspondence is considered to be delivered effectively, if it has not been delivered earlier, in cases where it has been sent by:
- 24.3.1. registered mail services – within seven (7) days from when it was sent,
  - 24.3.2. courier – within three (3) days from the moment when it was sent,
  - 24.3.3. with the usage of electronic means of communication – on the next day after it has been sent.
- 24.4. The Client is obliged to get acquainted with all the communication obtained from HighSky Brokers.
- 24.5. It is an obligation of the Client to inform HighSky Brokers about any changes of personal data provided within the documentation attached to the Agreement. In the case where the Client neglects or does not fulfill this obligation, the Client takes all the responsibility for any consequences of such a situation. In

particular, any communication sent with the usage of the last personal data provided by the Client is considered to be effectively delivered, in accordance with the regulations specified in article 24.1.

- 24.6. Any modifications of the settings related to the preferred method of communication and the personal data of the Client, including the contact data used for communication, should be done in the form in which the Agreement was concluded or in a written form.
- 24.7. HighSky Brokers takes no responsibility in a case where:
- 24.7.1. the communication has been delayed, damaged, lost, or provided for a person that has not been authorised, as long as it has been sent in accordance with article 24.1.
  - 24.7.2. the communication has not been efficiently delivered due to the fact that the data of the Client has been missing, incomplete, incorrect or outdated, or due to other factors that are beyond the control of HighSky Brokers.

## 25. Complaints and claims

- 25.1. The complaint is defined as a written communication stating disagreement of the Client, or his/her legal representative, with the manner in which a service resulting from the Contract between the Client and the Brokerage House has been provided.
- 25.2. The claim is defined as a written statement or demand of the Client in relation to the service resulting from the Contract between the Client and the Brokerage House.
- 25.3. The complaint may be placed only upon a serious reasonable suspicion of the failure on the part of the Brokerage House to provide to the complainant the services ordered, resulting from breach of the generally binding legal regulations, Agreement, Terms and Conditions, or Internal Regulations.
- 25.4. The Client is entitled to submit a complaint against any of the services provided by the Brokerage House, however no later than:
- 25.4.1. Two (2) calendar days from the event subject to when the claim took place, in the case of a complaint in relation to the orders relating to financial instruments,
  - 25.4.2. Thirty (30) calendar days from the event subject to when the claim took place, in the case of a complaint in relation to other services provided by the Brokerage House.
- 25.5. Complaint handling
- 25.5.1. The complaint can be submitted:
    - 25.5.1.1. by post – to the registered address of the Brokerage House,
    - 25.5.1.2. by fax – to the fax number specified in the contact details of the Brokerage House published on its internet website,
    - 25.5.1.3. by e-mail – to the e-mail address specified in the contact details of the Brokerage House published on its internet website.
  - 25.5.2. The complaint sent by the Client shall contain data that would allow clear identity of the Client, that is, as a minimum:
    - 25.5.2.1. name and family name of the Client / registered name of the Client,
    - 25.5.2.2. unique login of the account in the Electronic Trading System,
    - 25.5.2.3. in the case of complaints submitted by a legal representative of the Client, the original or the notarial copy of the relevant power of attorney shall be demonstrated,
    - 25.5.2.4. in the case of complaints submitted by e-mail – the e-mail should be sent from the same e-mail address of the Client, as the one stated in the documentation of the Client with the Brokerage House, and include the phrase „complaint” in its title.
  - 25.5.3. The complaint sent by the Client shall contain a specification of the service that is subject to the complaint and the presentation of documentary evidence, which justifies the claim. In the case of missing data or insufficient information, the Brokerage House will ask the Client to specify the missing details.
  - 25.5.4. The Client should be informed about the decision adopted, in the same manner as the complaint was filed. This step shall be completed no later than ten (10) business days from the time of receipt of the complete documentation related to the complaint.
  - 25.5.5. The Client has the right not to agree with the decision of the Brokerage House. In such a case he/she/it should inform the Brokerage House of his/her/its disagreement with the Brokerage House's decision in the manner specified in article 24.

- 25.5.6. In a case where the Client does not agree with the decision adopted, the Brokerage House shall adopt a final decision within ten (10) business days from the time of receipt of a negative response of the Client.
- 25.5.7. In a case where the complaint cannot be solved in the time established within this document, the Client shall be informed of that fact and the new time schedule shall be adopted with a mutual agreement of both parties involved.
- 25.6. The Client may at any time file his/her/its complaint or claim to the dedicated department of the Czech National Bank.
- 25.7. Claims handling
  - 25.7.1. Claims shall be submitted and handled according to the same procedure as those established for handling the complaints.

## 26. Conflict of interests

- 26.1. The conflict of interest is a situation where the Brokerage House, including its chief persons, tied agents and employees or chief persons, persons with a special relationship, tied agents and an entity controlling the Brokerage House, controlled by the Brokerage House or controlled by the same entity as the Brokerage House, and its clients or potential clients or mutually amongst its clients or potential clients in relation to the provision of investment services, fulfills one of the following conditions:
  - 26.1.1. can make a financial gain, or avoid a financial loss, at the expense of the Client;
  - 26.1.2. has an interest in the outcome of a service provided for the Client, or of a transaction carried out on behalf of the Client, which is distinct from the Client's;
  - 26.1.3. has an incentive to favour the interest of another Client over the interests of the Client;
  - 26.1.4. carries on the same business as the Client;
  - 26.1.5. receives or will receive an inducement from a party, other than the Client, in relation to the service for the Client, and the inducement does not constitute the usual consideration for the provided service.
- 26.2. HighSky Brokers is committed to efficient management of the potential conflicts of interests that may arise within the scope of its business activities.
- 26.3. The existing and potential conflicts of interests, related to the provision of investment services by HighSky Brokers, are described in the document "Policy for identification and management of conflicts of interests", available on demand of interested parties. The extracts from the abovementioned document constitute a part of the „Basic information on the HighSky Brokers, a.s.“ document, being an integral part of the Agreement and available to the public on the Internet website of the Brokerage House.
- 26.4. By entering into the Agreement, regulated by these Terms and Conditions, the Client explicitly confirms that he/she/it has obtained from HighSky Brokers all the detailed information about the existing and potential conflicts of interests, related to the provision of investment services upon the basis of the Agreement, gets acquainted with the information and accepts it with all its consequences.
- 26.5. In a case where a new actual or potential type of conflict of interests arises, after entering into this agreement, HighSky Brokers informs the Client about that fact, unless in the opinion of HighSky Brokers, the internal procedures and measures adopted guarantee that the interest of the Client will not be harmed.
- 26.6. The Client, upon obtaining the information described in the previous article, is entitled to cancel the Agreement in accordance with the regulations specified in these Terms and Conditions. In such a case HighSky Brokers will continue to provide the services regulated by this Agreement, unless the Agreement is cancelled by the Client.

## 27. Fees and commissions

- 27.1. During the provision of investment services regulated by the Agreement, HighSky Brokers is entitled to charge fees and commissions in accordance with the Table of Fees and Commissions.
- 27.2. The Fees and Commissions are introduced by HighSky Brokers and available to the Clients on the Internet website of HighSky Brokers. The document is subject to announcement and subsequent modifications in accordance with the regulations specified in article 5 of these Terms and Conditions.
- 27.3. Fees and commissions are charged against the Monetary Account of the Client no earlier than at the time of provision of the related services. In order to carry out such a charge, HighSky Brokers is not obliged to issue any additional notice to the Client.



- 27.4. In a case where the funds available on the Monetary Account of the Client, as defined by article 8.4, are not satisfactory for settlement of the fees and commissions, HighSky Brokers is entitled to perform and/or arrange the following:
- 27.4.1. settle the outstanding amount against another Monetary Account of the Client, maintained by HighSky Brokers, if applicable,
  - 27.4.2. close one or more of the open positions in the Financial Instruments opened on the account of the Client, in the amount necessary for settlement of the outstanding fees and commissions,
  - 27.4.3. postpone provision of investment services till the time when the outstanding fees and commissions are settled.
- 27.5. The Client explicitly authorises HighSky Brokers to execute (resp. arrange execution) operations, described in article 27.4, without any notice prior to its execution.
- 27.6. For promotional purposes, HighSky Brokers is entitled to reduce or suspend the fees and commissions for a limited period of time. Such temporal change is not considered to be a change to the Table of Fees and Commissions.

## **28. Final provisions**

- 28.1. These Terms and Conditions shall be governed by the laws of the Czech Republic.
- 28.2. Any disputes between the parties will be settled through negotiations between the parties, and having exhausted the possibilities of such a solution by an applicable Court.
- 28.3. In case of any discrepancies between the Czech and another language version of the Agreement, with the Terms and Conditions and other documentation specified in article 2 of the Agreement, the binding version is Czech.
- 28.4. Notwithstanding any provisions of the Agreement, these Terms and Conditions and other documentation, HighSky Brokers is entitled to undertake all the actions necessary for compliance of the provided services with the applicable regulations, decisions of the supervisory Authorities or regulations introduced by institutions organising the relevant financial market.
- 28.5. The Client and HighSky Brokers declare that they have read the entire text of the Agreement, these Terms and Conditions and other documentation prior to entering into the Contractual Relationship that they understand the text completely and agree therewith without any reservations. The Client and HighSky Brokers sign the Agreement, these Terms and Conditions and other documentation in order to confirm that the text of the abovementioned documents is a true expression of their true, seriously-minded and free will, and that the Agreement is not concluded under duress or under manifestly unfavourable conditions. In case the Agreement is concluded in an electronic form, signature is replaced by consent of the Client given by electronic means.