

THE RULES OF KEEPING THE SHAREHOLDER REGISTER

CHAPTER 1: GENERAL PROVISIONS

Art. 1.

1. These Rules set out the terms and conditions and the procedure of keeping the Shareholder Register, in particular the terms and conditions of making the Entries in the Shareholder Register at the request of the Company, the Shareholders or any other Entitled Persons, and the terms and conditions on which the Company and the Shareholders may access the Shareholder Register. The Brokerage House shall provide the service of keeping the Shareholder Register on the basis of the Agreement with the Company, these Rules and the applicable laws and regulations.
2. In the event a relevant separate agreement is concluded, the Brokerage House will be able to provide to the Company, the Shareholders or the other Entitled Persons other additional services which shall not be the service of keeping the Shareholder Register, in particular the services of:
 - 1) storing the Shares deposited by the Company, the Shareholders or the other Entitled Persons in the documentary form;
 - 2) handling the transfer of title to the Shares via the Brokerage House under a separate agreement with the parties to a delivery versus payment (DvP) transaction.
3. The following terms used throughout these Rules shall have the following meaning:
 - 1) **Agent** – means Bank Handlowy w Warszawie S.A.;
 - 2) **Agreement** – means the agreement to keep the Shareholder Register between the Company and the Brokerage House;
 - 3) **Anti-Money Laundering Act** – means the Act on Countering Money Laundering and Terrorist Financing dated 1 March 2018 (consolidated text: Journal of Laws of 2019, item 1115);
 - 4) **Brokerage House** – means Dom Maklerski Banku Handlowego Spółka Akcyjna with its registered office at ul. Senatorska 16, Warsaw and a Customer Service Outlet operating in its organisational structure (the **CSO**);
 - 5) **Brokerage House Employee** – means a person employed by the Brokerage House or carrying on for the Brokerage House the activities set out in these Rules under any agreement or contract other than an employment contract;
 - 6) **Brokerage House On-Line Service (BHOLS)** – means the online service available to the Company and the Shareholders who were granted access thereto allowing them to obtain information that must be disclosed in the Shareholder Register and to place instructions with the Brokerage House, on the terms and conditions set out in these Rules;
 - 7) **Business Day** – means any day, except for Saturdays, Sundays and other statutory holidays, within the working hours of the Brokerage House;
 - 8) **Civil Code** – means the Civil Code dated 23 April 1964 (consolidated text: Journal of Laws of 2019, item 1145, as amended);

- 9) **Company** – means a joint-stock company, a partnership limited by shares or a simple joint-stock company which is not a public company and which entered into the Agreement with the Brokerage House;
 - 10) **Dividend** – means the dividend or any other cash distributions due to a Shareholder from the Company for holding the Shares;
 - 11) **Durable Medium**– means any information carrier which allows a user to store information in a way that is accessible for future reference for a period of time adequate for the purposes of the information and which allows the unaltered reproduction of the information;
 - 12) **Entitled Person** – means a Shareholder, a pledgee of the Shares, a user of the Shares or any other person with legal interest in the making of an Entry;
 - 13) **Entry** – means the making, amending or deleting an entry in or from the Shareholder Register, unless the context provides otherwise;
 - 14) **FCT** – means the table of the fees and commissions due to the Brokerage House for the services provided under these Rules and the Agreement;
 - 15) **Partnerships and Companies Code** – means the Partnerships and Companies Code dated 15 September 2000;
 - 16) **Registered Pledge Act** – means the Act on Registered Pledge and Pledge Register dated 6 December 1996 (consolidated text: Journal of Laws of 2018, item 2017);
 - 17) **Registration Certificate** – means the document evidencing the rights under the Shares referred to in Art. 328⁶.2 of the Partnerships and Companies Code;
 - 18) **Rules** – means these rules of keeping the Shareholder Register by the Brokerage House;
 - 19) **Service** – means the service of keeping the Shareholder Register referred to in Art. 328¹ of the Partnerships and Companies Code;
 - 20) **Shareholder** – means a natural person, a legal person or an unincorporated entity holding the Company's Shares;
 - 21) **Shareholder Register** – means the register kept for the Company by the Brokerage House for the purpose of registering the Shares and any other instruments issued by the Company and obtaining information, as well as for any other purposes set out in the Agreement, these Rules and the Partnerships and Companies Code;
 - 22) **Shares** – means the shares issued by the Company;
 - 23) **Summary Information** – means the summary information necessary to set up the Shareholder Register the form of which is attached to the Agreement.
4. The terms not defined above, but used in the text of these Rules should be understood in accordance with the applicable laws and regulations, in particular the provisions of the Partnerships and Companies Code.
 5. Unless the provisions of the generally applicable laws and regulations or the provisions of these Rules require otherwise, the Brokerage House, the Shareholders or, respectively, the other Entitled Persons may make all the declarations of will and knowledge in writing or electronically.
 6. The Brokerage House may provide the Service solely to the Company whose general meeting adopted a resolution on appointing the Brokerage House as the entity keeping the Shareholder Register or whose founders appointed the Brokerage House as the entity keeping the Shareholder Register at the Company's incorporation.
 7. These Rules are not an offer within the meaning of art. 66.1 of the Civil Code.

CHAPTER 2: AGREEMENT

Entering into the Agreement with the Company

Art. 2.

1. The Brokerage House shall provide the service of keeping the Shareholder Register in favour of the Company on the basis of the Agreement made by the Company and the Brokerage House in writing, otherwise being null and void.
2. Before the Agreement is executed the Company must provide the Brokerage House with:
 - 1) an extract from the register of entrepreneurs of the National Court Register for the Company;
 - 2) the identity documents of the persons authorised to represent the Company at the execution of the Agreement and in the case of the attorneys, also the valid powers of attorney;
 - 3) the original or a notarised copy of the resolution of the Company's general meeting or the memorandum of association confirming that the Brokerage House was appointed as the entity keeping the Shareholder Register, subject to the following sentence. The Brokerage House may execute a conditional Agreement with the condition precedent such that the Company's general meeting adopts the relevant resolution referred to above on a later date, but in any event before the date when the Brokerage House proceeds to set up and keep the Shareholder Register;
 - 4) the Company's articles of association certified by the Company's management board and, if applicable, the resolutions of the Company's general meeting amending the Company's articles of association which have not been entered into the register of entrepreneurs kept by the National Court Register to date or the declaration that no such resolutions have been adopted; and
 - 5) a copy of the Company's financial statements for the most recent financial year.
3. Subject to the other provisions of these Rules, the documents referred to above may be delivered in the form of the authenticated copies. If the Company delivers the copies of the documents certified by the persons authorised to represent the Company or the notarised copies, the Brokerage House may request that the originals of such documents be provided for its inspection.
4. In order to discharge its duties under the Anti-Money Laundering Act, in particular in order to ensure the proper identification of the Company, the Brokerage House may also request the Company to provide any documents other than these set out above. The Brokerage House may make entering into the Agreement conditional on the Company providing for its inspection also any documents other than these set out above.
5. The Company must immediately notify the Brokerage House of any changes to the data included in the Agreement and the documents/information referred to in this Art. 2.
6. The Brokerage House shall not be liable for any damage resulting from the Company providing untrue data or making false declarations as well as for any damage resulting from the Company's non-performance or improper performance of the obligations referred to in item 5 above.

Art. 3.

1. The Agreement may be executed by an authorised Brokerage House Employee or the Agent.
2. The Company's authorised representatives shall execute the Agreement on the Company's behalf.
3. The Agreement shall become effective on its execution by the Company and the Brokerage House, unless the parties agreed in the Agreement any other date when it would become effective.
4. Before the Agreement is executed the Brokerage House shall identify the Company's authorised representatives and verify their identity or capacity to represent the Company.

5. In order to execute the Agreement the Company shall provide the Brokerage House with all the data necessary to execute the Agreement. The Brokerage House shall use the data referred to in the preceding sentence to draw up the documents necessary in order to execute the Agreement.
6. If the Brokerage House questions the identity of the Company's authorised representatives or the authenticity of any signature laid on the Agreement, the Brokerage House may demand that the accuracy of the data of the Company's authorised representatives included in the Agreement, as well as the signatures of the Company's authorised representatives required under the Agreement and the schedules thereto, are notarised or certified by a Polish diplomatic representation or a Polish consulate or are otherwise confirmed, in particular by the Brokerage House Employee or the Agent.

Changing the data of the Agreement

Art. 4.

1. In contacts with the Brokerage House the Company must use the mailing address or the electronic mail (e-mail) address set out in the Agreement or the Brokerage House On-Line Service (BHOLS), to which the correspondence sent by the Brokerage House must be delivered. This provision shall apply accordingly to the Company's authorised representatives.
2. The Brokerage House acknowledges that the Company has regular access to the Internet.
3. The Company must from time to time notify the Brokerage House of any events or change of data in accordance with the Partnerships and Companies Code and the executed Agreement. The Brokerage House shall not be liable for any damage resulting from the Company's failure to perform the obligations referred to in item 1 above.

CHAPTER 3: SHAREHOLDER REGISTER

The terms and conditions of keeping the Shareholder Register

Art. 5.

1. The Brokerage House keeps the Shareholder Register electronically in the manner ensuring the security and integrity of the data stored therein.
2. When the Brokerage House keeps the Shareholder Register the Shares may not be registered with a shareholder register kept by any other entity or with the National Depository for Securities (*Krajowy Depozyt Papierów Wartościowych*).
3. Keeping the Shareholder Register shall encompass in particular:
 - 1) making the Entries in the Shareholder Register at the request of the Company, the Shareholders or any other Entitled Persons, as well as making the Entries in the Shareholder Register by virtue of law;
 - 2) ensuring that the Company and the Shareholders have access to the data in the Shareholder Register;
 - 3) issuing the Registration Certificates;
 - 4) any other activities relevant for keeping the Shareholder Register pursuant to the Partnerships and Companies Code.
4. Only a person entered into the Shareholder Register shall be deemed to be a Shareholder in relations with the Company.

Art. 6.

1. The Shareholder Register shall include:

- 1) the Company's business name, registered office and address;
 - 2) the Company's registration court and the number of its entry in the relevant register;
 - 3) the date when the Company was registered and the date when the Shares were issued;
 - 4) the nominal value, series and numbers of the Shares as well as the specific privileges attaching to the Shares;
 - 5) the name(s)/business name(s) of a Shareholder/the Shareholders and his/her/their address(es) of residence or registered office(s) or any other mailing address(es), as well as the e-mail address(es), if the given Shareholder(s) consented to the communication with the Company and the entity keeping the Shareholder Register via e-mail;
 - 6) at the request of an Entitled Person – the entry on the transfer of title to the Shares or the established pledges and mortgages to a third party or on the establishment of a limited right in rem with the date of such entry and the indication of the purchaser, pledgee or user, their addresses of residence or registered offices or any other mailing addresses, as well e-mail addresses, if such persons consented to the communication with the Company and the entity keeping the Shareholder Register via e-mail as well as the quantity, type, series and numbers of the purchased or encumbered Shares;
 - 7) at the request of a pledgee or a user– the entry that such pledgee or user is entitled to exercise the voting rights attaching to the encumbered Shares;
 - 8) at the request of a Shareholder – the entry that the limited right in rem encumbering his/her/its Shares was deleted;
 - 9) a statement if the Shares were paid for in full;
 - 10) any restrictions on disposing of the Shares;
 - 11) any provisions of the Company's articles of association concerning the obligations towards the Company attaching to the Shares;
 - 12) any additional information required or specified in the Company's articles of association.
2. The provisions of these Rules concerning the Shares shall be applied accordingly to the subscription warrants, utility share certificates, founder certificates and other titles to participate in the Company's income or distribution of assets pursuant to Art. 328.2 of the Partnerships and Companies Code if the Brokerage House keeps the register of such instruments.

Art. 7.

1. The Shareholder Register shall be open to the Company and the Shareholders in accordance with the relevant provisions of the Partnerships and Companies Code. The Brokerage House shall control access to the contents of the Shareholder Register.
2. The fiscal inspection bodies and other entitled authorities and institutions shall be entitled to obtain access to the data kept in the Shareholder Register under the relevant provisions of law, including the provisions of the Tax Code.
3. The Company and the Shareholders may demand that information be released, in paper or electronic form, from the Shareholder Register on the terms and conditions set out in these Rules.
4. The service of keeping the Shareholder Register shall be provided as of 1 March 2021. In the event of a change in the law determining the day of dematerialisation (i.e. the date when the validity of share documents expires and legal effect is obtained by entries in the shareholder register), the Service is provided from the date determined in accordance with the applicable law.

General terms and conditions of placing instructions

Art. 8.

1. The Brokerage House shall be taking the activities related to keeping the Shareholder Register, in particular on the basis of the instructions placed by the Company, the Shareholders or the Entitled Persons.
2. The Company and the Shareholders may place instructions:
 - 1) in the written form;
 - 2) by telephone;
 - 3) using the Brokerage House On-Line Service;
 - 4) using the means of electronic communications (e-mail);provided that the Agreement with the Company and, respectively, the documentation a Shareholder delivered to the Brokerage House, including in particular: i) the terms of representation and the specimen of the Shareholder's signatures, ii) the identification password for placing instructions by telephone, iii) the e-mail addresses of the persons authorised to place instructions via the Brokerage House On-Line Service, provide for such form of placing instructions.
3. The Entitled Persons may place instructions in writing with a notarised signature, in the form of a notarial deed or with the signature laid at the Brokerage House's CSO or at the Agent's customer service outlet, in the presence of a Brokerage House Employee or the Agent.
4. The Brokerage House shall publish the list of the Agent's customer service outlets and the Brokerage House's CSOs, where it accepts instructions in writing, in the manner set out in Art. 24.
5. Subject to item 6 below, in the case of an instruction in writing placed by correspondence, the Brokerage House shall carry out the identification by comparing the signature on the instruction placed by correspondence with the signature specimen and the terms of representation of the Company or, respectively, the Shareholders held by the Brokerage House.
6. If the signatures do not match the Brokerage House shall not execute the instruction placed by correspondence. In such event the Brokerage House may take actions aimed at confirming such instruction by telephone or otherwise.

The terms and conditions of placing instructions by telephone

Art. 9.

1. The Brokerage House shall accept instructions in the manner set out in this Art. 9 subject to the prior confirmation of the identity of the persons acting on behalf of the Company or, respectively, a Shareholder.
2. The Agreement or the documentation the Shareholder provides to the Brokerage House shall specify the identification password or any other data agreed with the Company or, respectively, the Shareholder allowing for their unambiguous identification, hereinafter referred to as identification information. For the avoidance of doubt it is agreed that the Company or, respectively, the Shareholder shall define one password to be used by all the persons authorised to place instructions on behalf of the Company or, respectively, the Shareholder by telephone.
3. The Brokerage House may refuse to execute an instruction if it has any doubts as to the identity of the person placing the instruction despite the identification performed, and it is not possible to contact the Company at the telephone number specified in the Agreement or the Shareholders at the telephone number specified in the Shareholder Register in order to confirm the authenticity of the instructions placed.

4. Any disputes in relation to the contents of an instruction placed by telephone shall be resolved on the basis of the contents of the instruction recorded on appropriate media repeated by a Brokerage House Employee and confirmed by the person placing the instruction.

The terms and conditions of placing instructions via the Brokerage House On-Line Service (BHOLS)

Art. 10.

1. The Company and the Shareholders shall use the BHOLS only for placing instructions to the extent set out in the Agreement - in the case of the Company and on the terms and conditions set out in these Rules and for obtaining information concerning the Shareholder Register.
2. Placing an instruction by the Company or the Shareholder shall require the prior identification of the person placing the instruction.
3. The Brokerage House confirms the acceptance of the instructions placed via the BHOLS in the manner appropriate for the operation of the BHOLS. The time of accepting the instructions shall be the time the instructions are confirmed by the BHOLS.
4. The Brokerage House shall accept instructions supported by the available functionalities of the BHOLS. This shall not restrict the right of the Company or a Shareholder to place an instruction not supported by the functionalities of the BHOLS in any other form acceptable to the Brokerage House, in particular by telephone.
5. The Company or a Shareholder shall be identified via the BHOLS once the Brokerage House confirms that the login and password of the person using the BHOLS on behalf of the Company or, respectively, the Shareholder match the login and password stored at the Brokerage House.
6. The Company and the Shareholders shall keep their logins and passwords secret and shall not disclose them to any third parties.
7. If any unauthorised persons are suspected to have come into the possession of the passwords or other identification information enabling such unauthorised persons to access the BHOLS, or if any such password or identification information is lost, the Company or, respectively, a Shareholder shall promptly notify the Brokerage House thereof and change the passwords and identification information, or instruct the Brokerage House to block access to the BHOLS and to change the passwords and/or identification information.
8. If the Company or a Shareholder authorise a few persons to act via the BHOLS on their behalf, each such person must use his/her login and password.
9. The Brokerage House shall provide the Company and the Shareholders with continuous access to the BHOLS, save for the maintenance breaks and administrative breaks necessary to maintain the service as well as any other interruptions attributable to an event of force majeure. The Brokerage House shall notify the Company and the Shareholders of any scheduled maintenance breaks and administrative breaks in advance in the form of a notice communicated in accordance with these Rules.
10. Any break or interruption in the access to the BHOLS shall be without prejudice to the right of the Company and the Shareholders to place an instruction in any other form available under these Rules.

Art. 11.

1. Six unsuccessful attempts to log into the BHOLS shall trigger the locking of the access to the BHOLS.
2. The Brokerage House may lock the access to the BHOLS or suspend the accepting of instructions via the BHOLS, for the Company or, respectively, a Shareholder if:
 - 1) the user of the BHOLS violates the provisions of the Agreement – in the case of the Company - or these Rules;

- 2) the Brokerage House deems it necessary in order to ensure the security of the data in the Shareholder Register or to protect the interests of the Company or the Shareholders;
 - 3) such request is made by an entity authorised thereto under the mandatorily applicable laws and regulations.
3. The Brokerage House may lock the access to the BHOLS for the Company or the Shareholders in the event of a failure or if the Brokerage House detects unauthorised access to the BHOLS.
 4. In consultation with the Company or, respectively, the Shareholder, the Brokerage House may allow the Company or, respectively, a Shareholder to place instructions in the form of the scanned documents sent to the Brokerage House by e-mail. In such event the terms and conditions of accepting and identifying the instructions in writing placed by correspondence set out in Art. 8 of these Rules, shall apply accordingly, save that the Company or, respectively, the Shareholder places an instruction to the e-mail address specified by the Brokerage House, notified in the manner set out in Art. 24 or to any other e-mail address specified by the Brokerage House and agreed with the Company or, respectively, the Shareholder.

Registration Certificates

Art. 12.

1. At the request of a Shareholder, a pledgee or a user entitled to exercise the voting rights attaching to the Shares the Brokerage House shall issue the registered registration certificates for the Shares entered into the Shareholder Register, on the terms and conditions set out below. A Registration Certificate evidences the rights attaching to the Shares which may not be exercised solely on the basis of the entries in the Shareholder Register.
2. The Brokerage House shall issue a Registration Certificate in writing or in the documentary form immediately upon receiving the relevant request, but in any event not later than in one week of the date of receiving such request.
3. The Registration Certificate shall include:
 - 1) the business name, registered office and address of the Brokerage House and the number of the Registration Certificate;
 - 2) the quantity of the Shares;
 - 3) the type, series and numbers of the Shares or the separate designation of the Shares referred to in Art. 55 of the Act on Trading in Financial Instruments dated 29 July 2005 or the type of a financial instrument;
 - 4) the Company's business name, registered office and address;
 - 5) the nominal value of the Shares;
 - 6) the name or business name, address of residence or registered office or any other mailing address of the Shareholder, a pledgee or a user requesting the Brokerage House to issue a Registration Certificate, with the specification of the right of the Shareholder, a pledgee or a user to the Shares;
 - 7) information on the existing restrictions on transferring the Shares or any encumbrances established over the Shares as well as the pledgee's or the user's entitlement to exercise the voting rights attaching to the Shares;
 - 8) the date and place of issuing the Registration Certificate;
 - 9) the purpose of issuing the Registration Certificate;
 - 10) the validity date of the Registration Certificate;

- 11) indication if it is a new document of a Registration Certificate, in the event when the previously issued Registration Certificate for the same Shares was invalid or the document was destroyed or lost before the lapse of its validity date;
 - 12) the signature of the person authorised to issue the Registration Certificate on behalf of the Brokerage House, unless the Registration Certificate is issued in the documentary form when the signature shall not be required.
4. A separate Registration Certificate shall be issued for each type of the Shares. At the Shareholder's request the issued Registration Certificate shall specify a part of or all the Shares registered in the Shareholder Register in favour of the given Shareholder.
 5. The Shares, in the quantity specified in the Registration Certificate, may not be disposed of between the date when the Registration Certificate is issued and the date when the Registration Certificate becomes invalid or is returned to the Brokerage House before the lapse of its validity date. The Brokerage House shall block the relevant quantity of the Shares in the Shareholder Register for such period of time.
 6. Throughout the period of time set out in item 5 above the same Shares may be indicated in more than one Registration Certificate provided that each such Registration Certificate is issued for a different purpose. In such event the Brokerage House shall make a note in the Registration Certificate that the Shares were blocked in connection with the other previously issued Registration Certificates.
 7. Under the Partnerships and Companies Code a Registration Certificate shall cease to be valid upon:
 - 1) the lapse of its validity period;
 - 2) the transfer of the pledged Shares in order to satisfy a pledgee – in the case of the Registration Certificate concerning such Shares issued to a pledgor;
 - 3) the transfer of the Shares in the enforcement proceedings – in the case of the Registration Certificate concerning the Shares subject to the enforcement proceedings, issued to a debtor;
 - 4) the squeeze-out of the Shares - in the case of the Registration Certificate concerning the squeezed out Shares;
 - 5) the destruction or loss of the document of the Registration Certificate.
 8. The Brokerage House shall immediately notify the Company in writing or via e-mail if the Registration Certificate issued for the purpose of participating in the Company's general meeting ceases to be valid for the reasons set out in item 7 point 7.2), 7.3) or 7.4) above.
 9. If the Registration Certificate ceases to be valid for the reason specified in item 7 point 7.5) above, then at the request of a Shareholder or a pledgee or a user entitled to exercise the voting rights attaching to the Shares submitted before the lapse of the validity period specified in the destroyed or lost document of the Registration Certificate, the Brokerage House shall issue a new document of the Registration Certificate when such person makes the declaration on the destruction or loss of the document of the Registration Certificate and the circumstances in which the document of the Registration Certificate was destroyed or lost.

Entries in the Shareholder Register

Art. 13.

1. The Brokerage House shall make an Entry in the Shareholder Register at the request of the Company, a Shareholder or any other Entitled Person, subject to item 2 below, immediately, but in any event not later than in one week of receiving the request to make the Entry in the Shareholder Register. If making an Entry requires removing an obstacle such as in particular the failure to provide the necessary data or documents, the Entry shall be made in one week of the date such obstacle is removed.

2. If a court enforcement officer seizes the Shareholder's property rights under Art. 9113.2 of the Civil Procedure Code as well as when an enforcement authority sends a notice pursuant to Art. 95a.2.b) of the Act on Enforcement Proceedings in Public Administration dated 17 June 1966 or a request pursuant to Art. 95f.2 of the Act on Enforcement Proceedings in Public Administration dated 17 June 1966, the seizure of the Shareholder's property rights shall be disclosed in the Shareholder Register by virtue of law and free of any fees or charges.
3. Except for the event referred to in item 2 above, prior to making an Entry in the Shareholder Register the Brokerage House shall notify the person whose rights are to be deleted, modified or encumbered of the contents of the intended Entry, unless such person has approved the Entry.
4. The Brokerage House shall send the notice referred to in item 3 above only once in writing or by electronic mail to the last mailing address or e-mail address of the person whom the Entry concerns known to the Brokerage House. Additionally, the Brokerage House may send such a notice via the BHOLS, if such person, being the addressee of such a notice, has access to the BHOLS.
5. An Entitled Person requesting that an Entry be made must provide the Brokerage House with the documents presenting the reasons for making the Entry. The documents referred to in the preceding sentence should be provided in Polish or in English or with the attached certified translation into Polish or English. The basis for making the Entry shall also be the Shareholder's declaration that the Shareholder is obliged to transfer the Shares or to encumber the Shares with a limited right in rem. The Brokerage House may request the Company, the Shareholder or, respectively, any other Entitled Person to provide any additional documents or information presenting the reasons for making the Entry in the Shareholder Register. The Brokerage House may suspend the procedure of processing the request to make the Entry in the Shareholder Register should the Company, the Shareholder or any other Entitled Person fail to provide any such additional documents or information until such additional documents or information is provided and shall immediately notify thereof the party that submitted the request.
6. An Entitled Person requesting that an Entry be made must provide the Brokerage House with current information and documents allowing the Brokerage House to identify and verify the identity of the Entitled Persons, the person authorised to act on behalf of the Entitled Persons and the beneficial owner, in accordance with the relevant provisions of the Anti-Money Laundering Act and the contact data for the purposes of communicating with the Brokerage House.
7. The Brokerage House verifies the form and substance of the documents presenting the reasons for making the Entry. In the course of such verification the Brokerage House identifies and verifies the identity of the Entitled Person requesting that the Entry be made. The Brokerage House is not obliged to verify the legality and authenticity of the documents presenting the reasons for making the Entry, including the signatures of the transferor of the Shares or the entities establishing a limited right in rem over the Shares, unless it has any reasonable doubts to this extent.
8. The Brokerage House shall refuse to make the Entry in the Shareholder Register if the submitted documents fail to present the reasons for making the Entry or if their form or substance is incorrect or illegal. The Brokerage House may refuse to make the Entry if it has reasonable doubts as to the legality and authenticity of the submitted documents or doubts implying that the purpose of making the Entry is to circumvent law or that making the Entry would violate the Anti-Money Laundering Act.
9. Subject to item 10 below, the Shares shall be purchased or limited rights in rem shall be established over the Shares upon making in the Shareholder Register the Entry indicating the purchaser or the pledgee or user of the Shares, the quantity and the type, series and numbers of the purchased or encumbered Shares or the separate designation of the purchased or encumbered Shares referred to in Art. 55 of the Act on Trading in Financial Instruments.
10. Item 9 above shall not apply to subscribing for the Shares, except for Art. 452.1 of the Partnerships and Companies Code, as well as being named as an heir, a specific bequest, the contribution of the Shares as an in-kind contribution to any company, the merger, demerger or transformation of any company or the

occurrence of any other legal event which by virtue of law triggers the transfer of the Shares or the limited right in rem over the Shares to a third party.

11. If the Shares are subscribed for, the Entry in the Shareholder Register may be made once the Company has been entered into the National Court Register or the increase of its share capital has been entered into the National Court Register.
12. The Brokerage House shall immediately notify of the Entry made the persons requesting that the Entry be made and the Company as set out in item 4 above:
 - 1) if the Entry made concerns the increase of the Company's share capital by issuing new Shares as well as by increasing the nominal value of the existing Shares – the Company (in each case) and the Shareholders in favour of whom the Brokerage House made in the Shareholder Register the Entry concerning the Company's Shares issued as a result of such increase or the Shareholders in favour of whom the Brokerage House made in the Shareholder Register the Entry concerning the increase of the nominal value of the Company's Shares they held;
 - 2) if the Company's Shares are redeemed, both mandatorily and voluntarily - the Company (in each case) in favour of whom the Brokerage House made in the Shareholder Register the Entry concerning the redemption of the Company's Shares registered in their favour;
 - 3) if the Company's Shares are split – the Company (in each case) and all of the Company's Shareholders in favour of whom the Brokerage House made in the Shareholder Register the Entry concerning the split of the Company's Shares, with the quantity of the Company's Shares to be held by the relevant Shareholder following such split. If the Company's Shares are split, the Brokerage House shall only make in the Shareholder Register the relevant Entries concerning the changed quantity of the Shares held by the Company's Shareholders following the split. Therefore the Brokerage House shall not make any cash settlements with the Company's Shareholders arising due to such split, and such obligation shall rest solely with the Company;
 - 4) if the Company's Shares are amalgamated – the Company (in each case) and all of the Company's Shareholders in favour of whom the Brokerage House made in the Shareholder Register the Entry concerning the amalgamation of the Company's Shares, with the quantity of the Company's Shares to be held by the relevant Shareholder following such amalgamation. If the Company's Shares are amalgamated, the Brokerage House shall only make in the Shareholder Register the relevant Entries concerning the changed quantity of the Shares held by the Company's Shareholders following the amalgamation. Therefore the Brokerage House shall not make any cash settlements with the Company's Shareholders arising due to such amalgamation, and such obligation shall rest solely with the Company.
13. If an Entry is not made, the Brokerage House shall immediately send a notice thereof to the persons requesting that the Entry be made, specifying the reasons for its failure to make the Entry, to the address and in the form agreed with the Brokerage House, including, in particular, as set out in item 4 above.
14. The Brokerage House shall retain the copies of the documents being the basis of the Entries made in the Shareholder Register for 5 years of the end of the calendar year in which the relevant event takes place, unless the applicable laws and regulations require otherwise. The Brokerage House must archive the documents related to the registration of the quantity and any changes in the quantity of the Shares held in accordance with the laws and regulations applicable to the Brokerage House.

Making cash payments related to the Shares

Art. 14.

1. Unless the Company's articles of association provide otherwise, the Brokerage House shall act as an intermediary in the Company making the cash payments due to the Shareholders and the other Entitled

Persons in connection with the Shares held or any other financial instruments registered in their favour in the Shareholder Register.

2. Not later than 7 (seven) Business Days before the Dividend payment date, the Company shall notify the Brokerage House of adopting the relevant resolution on the payment of the Dividend and shall provide the Brokerage House at least with the following information and documents:
 - 1) a copy of the resolution on the payment of the Dividend adopted by the Company's general meeting;
 - 2) the list of the Shareholders or the other Entitled Persons to whom the Dividend is to be paid, with the amount of the Dividend due to each Shareholder or any other Entitled Person eligible to receive the Dividend;
 - 3) the net Dividend broken down into the individual Shareholders or the other Entitled Persons eligible to receive the Dividend;
 - 4) the list of the bank accounts of the Shareholders or the other Entitled Persons to whom the Dividend is to be paid;
 - 5) the time limit for the Company to transfer the funds for the payment of the Dividend by the Brokerage House; and
 - 6) the Dividend payment date.
3. The Brokerage House shall pay the Dividend to the bank accounts referred to in item 2 point 4) above indicated by the Company.
4. The Shareholders and the other Entitled Persons eligible to receive the Dividend must provide the Company with information concerning their bank accounts in order to be able to fully exercise the corporate rights attaching to the Shares registered in their favour in the Shareholder Register as well as to allow the Company and the Brokerage House to effectively perform their obligations under the Partnerships and Companies Code, the Agreement and these Rules.
5. The Brokerage House may request the Company to provide further documents, information and explanations and make the payment of the Dividend conditional on their receipt. Should there be any discrepancies regarding the data of a bank account of a Shareholder or any other Entitled Person eligible to receive the Dividend referred to in item 2 point 4) above, when paying the Dividend the Brokerage House shall be bound with the information provided by the Company, referred to in item 2 above, with due regards to any adjustments notified by the Company, made in particular on the basis of the information referred to in the following sentences. In such event the Brokerage House shall notify the Company of the identified discrepancies. Additionally, if the Shareholder or an Entitled Person authorised the Brokerage House to transfer such information to the Company, the Brokerage House shall pass to the Company the number of the bank account of the Shareholder or an Entitled Person eligible to receive the Dividend, available in the Shareholder Register or information concerning the instruction to pay the Dividend in cash at a CSO placed by the Shareholder or an Entitled Person eligible to receive the Dividend.
6. In order to allow the Brokerage House to pay the Dividend, not later than 2 (two) Business Days before the Dividend payment date, the Company shall transfer to the Brokerage House's bank account specified in the Agreement, the funds in the amount allowing the Brokerage House to pay the Dividend and to cover the fees for the additional activities specified in the FCT and due to the Brokerage House for paying the Dividend.
7. Provided that the Brokerage House receives the information and the documents referred to in item 2 above and the funds referred to in item 6 above, the Brokerage House shall be obliged to pay the Dividend to the Shareholders and the other Entitled Persons eligible to receive the Dividend until the date specified in the resolution referred to in item 2 point 1) above. If the funds referred to in item 6 above are provided to the Brokerage House after the date specified in the above mentioned resolution, the Brokerage House

shall pay the Dividend in 5 (five) Business Days of the date of receiving the funds referred to in item 6 above.

8. If the Brokerage House fails to pay the Dividend to all the Shareholders or the other Entitled Persons eligible to receive the Dividend, in particular if (i) the Company does not provide the Brokerage House with the number of the bank account of a Shareholder or an Entitled Person to whom the Dividend is to be paid, (ii) the Dividend is transferred back to the Brokerage House due to an incorrect bank account number or (iii) the Shareholder or the Entitled Person eligible to receive the Dividend does not accept the Dividend in any other manner agreed with the Brokerage House, in 6 years of the date when the Brokerage House receives the funds referred to in item 6 above, the Brokerage House shall transfer the funds representing the Dividend to the Company's bank account specified in the Agreement.
9. The Company shall be solely responsible towards the Shareholders and the other Entitled Persons eligible to receive the Dividend for transferring to the Brokerage House the amounts and the detailed data of the financial liabilities due to the individual Shareholders or other Entitled Persons eligible to receive the Dividend, necessary for the timely performance of such financial liabilities. In particular the Brokerage House shall not be liable for any delays in the payment of any of the Company's financial liabilities due to the Shareholders and the other Entitled Persons eligible to receive the Dividend resulting from the lack of or the possession of invalid data included in the documentation the Company provided in accordance with the Agreement or in the instructions a Shareholder or any other Entitled Person placed in accordance with items 11 - 12 below.
10. The Brokerage House shall not be liable for any claims resulting from the bank transfer time limits prevailing at the banks, any exchange rates applied or incorrect data provided by the Shareholders, the Entitled Persons eligible to receive the Dividend or the Company.
11. If the Brokerage House fails to pay the Dividend to all the Shareholders or the other Entitled Persons eligible to receive the Dividend, as set out in item 8 above, a Shareholder or an Entitled Person eligible to receive the Dividend may request the Brokerage House to pay the Dividend to a bank account or, respectively, in cash at a CSO. The request referred to in the preceding sentence should be made in the form of an instruction, in the manner appropriate for placing instructions on the terms and conditions set out in these Rules.
12. The request referred to in item 11 above should include the data the Brokerage House needs in order to perform an instruction, in particular:
 - 1) the data of the payee e.g. a Shareholder or an Entitled Person;
 - 2) the amount to be paid in accordance with the instruction;
 - 3) the bank account of the Shareholder or the Entitled Person, if applicable; and
 - 4) the manner of paying the Dividend in cash at a CSO, if applicable.
13. The Brokerage House may refuse to pay the Dividend, on the basis of the instruction referred to in items 11 - 12 above:
 - 1) if such instruction lacks the necessary elements; or
 - 2) under the generally applicable laws and regulations.

CHAPTER 4: PROCEDURE AND TERMS AND CONDITIONS OF ESTABLISHING SECURITY INTEREST FOR CLAIMS OVER FINANCIAL INSTRUMENTS ENTERED IN THE REGISTER

General terms and conditions

Art. 15.

1. The Brokerage House shall take actions related to the establishment of any security interest over the Shares registered in the Shareholder Register securing any claims provided it first obtains from a Shareholder or any other Entitled Person a declaration to the effect that:
 - 1) there exists a non-time-barred financial or non-financial claim, including a future or conditional claim under a specific legal relationship;
 - 2) the form of the security interest securing the claims and the method of enforcing the creditor's claims against the collateral comply with the requirements set out in the applicable laws and regulations; and
 - 3) the claims are secured over the Shares registered in the Shareholder Register.

Pledge over the Shares

Art. 16.

1. Where the claims are secured by establishing a pledge over a specific quantity of the Shares registered in the Shareholder Register in favour of a Shareholder (a pledgor), the Brokerage House shall block such Shares in the Shareholder Register in connection with such a pledge when the Brokerage House has received the pledge agreement in the form prescribed by law and the Shareholder has submitted the instruction to block the pledged Shares.
2. Where the claims are secured by establishing a registered pledge under the Registered Pledge Act, the Brokerage House shall block the Shares when the Brokerage House has received the documents referred to in item 1, and an extract from the pledge register, evidencing the entry made.
3. Where a pledge is established over rights, within the meaning of the Civil Code, the Brokerage House shall block the Shares in the Shareholder Register when the Brokerage House has received the confirmation that the pledgor sent a written notice to the debtor.
4. Once the pledged Shares are blocked the Brokerage House shall issue to the pledgor at the pledgor's request a Registration Certificate for such Shares. The Registration Certificate shall include a note that the Shares were blocked in connection with a pledge established over them and specifying the duration of the blockade and the amount of the claims secured with the pledge.
5. The Brokerage House shall maintain the blockade over the pledged Shares for the period of time specified in the pledge agreement.
6. The Brokerage House shall release the blockade immediately when the Brokerage House has received the document evidencing the expiration of the pledge.
7. The Brokerage House, unless the pledge agreement provides otherwise, shall transfer the proceeds of such Shares, in particular the dividends and interest, to the pledgee in the manner specified by the pledgee, to be utilised at its discretion.
8. If a pledgee satisfies its claim by seizing the title to the Shares in the manner and on the terms and conditions set out in the Registered Pledge Act, the Brokerage House, at the request of the pledgee made on the maturity date of such claim in writing, immediately makes an Entry concerning these Shares in the Shareholder Register in favour of the pledgee, in the quantity reflecting the value of the seized Shares.

9. If a pledgee satisfies its claim under the provisions of law on enforcement proceedings by way of the sale of the Shares in accordance with the relevant provisions of the Civil Procedure Code dated 17 November 1964 on enforcement proceedings with respect to property rights, the Brokerage House shall make the relevant Entries in the Shareholder Register.
10. Items 8 – 9 above shall apply accordingly to the conduct of the Brokerage House when a creditor satisfies its claim against its debtor's Shares in the course of the enforcement proceedings instituted otherwise than in connection with an established pledge.
11. To the extent not regulated in this part, the applicable provisions of law shall apply accordingly to establishing, maintaining and releasing the blockades of the Shares in connection with the establishment of a pledge.

Financial security interest

Art. 17.

1. When the Brokerage House has received the agreement on establishment of a financial blockade, the Brokerage House shall block the Shares specified in such agreement in the Shareholder Register.
2. Where an entitled entity exercises the right to replace the components of the collateral available under the agreement on establishment of the financial blockade, the Brokerage House, acting in conformity with the agreement on establishment of the financial blockade, shall execute the placed instruction to block the Shares specified in such instruction and shall release the blockade over the Shares originally provided as collateral.
3. The Brokerage House shall maintain the blockade over the Shares for the period of time specified in the agreement on establishment of the blockade, subject to item 2 above.
4. The Brokerage House shall release the blockade referred to in item 1 above:
 - 1) if the agreement on establishment of the blockade specifies the period of time for which this financial security interest is established – upon the lapse of such period of time; or
 - 2) if the circumstances specified in the agreement on establishment of the blockade occur – immediately upon their occurrence is determined.

Art. 18.

1. When the Brokerage House has received the agreement on establishment of a financial security interest in the form of transfer to a creditor of the title to the Shares provided as collateral, the Brokerage House keeping the Shareholder Register for the Company shall make in the Shareholder Register an Entry in favour of the creditor, upon the delivery of the transfer instruction by the debtor.
2. If the agreement referred to in item 1 provides for blocking the transferred Shares in the Shareholder Register in favour of a creditor, the Brokerage House shall block the Shares being the collateral provided by the debtor and make an Entry in the Shareholder Register in favour of the creditor maintaining the blockade.
3. The blockade shall be released in accordance with the provisions of the agreement on establishment of a financial security interest:
 - 1) upon the receipt of the documents evidencing that an enforcement event has occurred and that the debtor has been notified of the expiration of the claim to return the collateral; or
 - 2) when the agreement on establishment of a financial security interest referred to in item 1 specifies the security period – upon the lapse of such security period.

Art. 19.

1. When the Brokerage House has received the agreement on establishment of a financial pledge over a specified number of the Shares registered in the Shareholder Register in favour of a Shareholder, the Brokerage House, on the basis of an instruction to block the pledged Shares placed by the Shareholder, shall block these Shares in the Shareholder Register.
2. The Brokerage House shall release the blockade established under item 1 above, if a creditor, acting on the basis of an authorisation granted by a debtor, exercises the right to use the Shares provided as collateral for the financial pledge available to it under the agreement on establishment of a financial pledge. In such event the Brokerage House shall execute the instructions placed by the creditor in the exercise of the right to use the Shares available to the creditor.
3. If the debtor exercises the right to replace the components of the collateral available to it under the agreement on establishment of a financial pledge, the Brokerage House, acting in conformity with the agreement on establishment of a financial pledge, shall execute the debtor's instruction to block the Shares specified in such instruction in the Shareholder Register and shall release the blockade over the Shares originally provided as collateral.

Art. 20.

1. The Brokerage House, as the entity keeping the Shareholder Register where the Shares encumbered with a financial pledge are registered or storing such Shares, unless the financial pledge agreement provides otherwise, shall transfer the proceeds of such Shares, in particular the dividends or interest, to the pledgee in the manner specified by the pledgee, to be utilised at its discretion.
2. If under the agreement on establishment of a financial security interest the creditor satisfies its claims by seizing the title to the Shares encumbered with a financial pledge, the Brokerage House, acting on the basis of the power of attorney granted to the Brokerage House by an entity authorised in the agreement on establishment of a financial security interest, shall execute the creditor's instruction to make an Entry in the Shareholder Register in favour of the creditor of the pledged Shares.

CHAPTER 5: POWER OF ATTORNEY

Art. 21.

1. The Company, a Shareholder or an Entitled Person may appoint an attorney or attorneys authorised to take activities in relation to the Shareholder Register.
2. The power of attorney should be granted in writing. A specimen signature of the attorney certified by a notary should be attached to the power of attorney. Should such a power of attorney give rise to any doubts, the Brokerage House may request that additional explanations or documents be provided.
3. The power of attorney may also be granted in the form of a notarial deed or in writing with the grantor's signature certified by a notary.
4. The Brokerage House may request that a power of attorney granted outside Poland be additionally certified by a Polish diplomatic representation or a Polish consulate, unless the international treaties ratified by the Republic of Poland provide otherwise, and a power of attorney drawn up in a foreign language be translated into Polish by a certified translator at the expense of the Company, a Shareholder or an Entitled Person.
5. In particularly justified cases the Brokerage House may waive the requirements set out in 4 above, subject to the applicable laws and regulations. However, even in such a case the power of attorney should be granted in writing, otherwise being null and void.
6. The power of attorney should include the attorney's personal data, and in particular his/her name and family name, citizenship, place of residence and Personal Identification Number (PESEL) or date of birth

- if the attorney has no Personal Identification Number (PESEL), and the country of birth, series and number of the documents evidencing the attorney's identity, the attorney's signature and the scope of the power of attorney.
7. The Company, a Shareholder or an Entitled Person may at any time revoke or change the scope of the power of attorney. Such revocation or change shall be effective in relation to the Brokerage House upon its delivery.
 8. The provisions of these Rules governing the granting of the power of attorney shall apply accordingly to the method and form of revoking or changing the scope of the power of attorney, but the attorney does not need to be present when the power of attorney is being revoked or its scope is changed.
 9. Should the scope of the power of attorney give rise to any doubts, the Brokerage House shall request the grantor to provide explanations.
 10. Until the doubts are remedied the Brokerage House shall be entitled to abstain from executing any instructions placed by an attorney.
 11. The power of attorney shall expire upon:
 - 1) the liquidation or bankruptcy of the grantor or the attorney being a legal person or an unincorporated entity;
 - 2) the death of the grantor being a natural person unless the power of attorney provides otherwise due to the reasons justified by the nature of the legal relationship on the basis of which the power of attorney was granted;
 - 3) the death of the attorney;
 - 4) the revocation of the power of attorney by the grantor;
 - 5) the lapse of the term for which the power of attorney was granted;
 - 6) the completion of a specific action by the attorney if the power of attorney was granted specifically for such action to be taken;
 - 7) the expiration or termination of the Agreement;
 - 8) the occurrence of any other event specified by law.
 12. In the events referred to in item 11 points 1) - 4) above, the expiration of the power of attorney shall become effective towards the Brokerage House when the Brokerage House has received reliable information on the occurrence of the events set out therein.

CHAPTER 6: BROKERAGE HOUSE'S LIABILITY

Art. 22.

1. The Brokerage House shall use its best efforts when providing the services, with due regard to the professional nature of its operations.
2. If the Brokerage House does not perform or improperly performs any of its obligations as the entity keeping the Shareholder Register, the Brokerage House shall be liable for any damage caused in accordance with generally applicable laws and regulations, subject to items 3 - 6 below.
3. The detailed terms and conditions and the scope of the Brokerage House's liability towards the Company are set out in the Agreement.
4. If under the generally applicable laws and regulations the Brokerage House is liable for any damage, such liability shall be limited to the loss suffered and shall not include lost profit. The above shall not apply to liability towards consumers within the meaning of the Civil Code.

5. The Brokerage House shall not be liable for the non-performance or improper performance of the Agreement resulting from the Company, a Shareholder or any other Entitled Person providing incorrect or incomplete information or incorrect or incomplete documentation as well as concealing or refusing to provide such information or documents.
6. The Brokerage House shall not be liable for any damage caused by executing an instruction placed or taking any other action requested by the Company, a Shareholder or any other Entitled Person, including, in particular, making an Entry, in accordance with their contents.

CHAPTER 7: CORRESPONDENCE AND THE MANNER OF PROVIDING INFORMATION

Information addressed specifically to the Shareholders, the Company or the Entitled Persons

Art. 23.

1. Subject to the provisions of these Rules setting out the specific procedures for the delivery of correspondence or information, the Brokerage House shall send all the correspondence and information addressed specifically to the Shareholders, the Company or the Entitled Persons using the electronic means of communication or otherwise, as agreed with the Company, a Shareholder or, respectively, an Entitled Person, in particular as set out in the Agreement or in the placed instruction, unless the applicable laws and regulations provide for an obligation to deliver the information in any other specific form.
2. The Brokerage House shall provide the information referred to in item 1 above, depending on the form specified by the Company or a Shareholder or, respectively, an Entitled Person, in the manner referred to below. If:
 - 1) in writing – to the mailing address specified by the Company, a Shareholder or, respectively, an Entitled Person;
 - 2) by e-mail – to the e-mail address specified by the Company, a Shareholder or, respectively, an Entitled Person;
 - 3) via the BHOLS – in the manner making it possible to read the information or download a file with the relevant information upon logging into the BHOLS; this manner of communication shall apply in the case of the Company or, respectively, a Shareholder;
 - 4) in any form other than these set out above – as agreed with the Company, a Shareholder or, respectively, an Entitled Person.
3. If the information referred to in item 1 above is provided otherwise than in writing, the Brokerage House reserves the right to set any further conditions that must be satisfied in order to ensure the security of the transferred information. The Brokerage House shall notify such conditions as set out in Art. 24 of these Rules.

Information of general nature

Art. 24.

1. Any communication from the Brokerage House, as well as any information addressed to all the Companies, the Shareholders and the Entitled Persons specified in these Rules or any other information determined by the scope of the provided service shall be published:
 - 1) in writing – by being displayed at a CSO;
 - 2) in the electronic form – by being posted on the Brokerage House's website, and
 - 3) by telephone or using any other data transmission facilities - at the Company's request.

2. Notwithstanding item 1 above, the condition to provide information shall be deemed satisfied if the contents of the communication or information are provided to the Company, the Shareholders or the Entitled Persons on the Durable Medium or if with the use of the Durable Medium the Company, a Shareholder or an Entitled Person receives the electronic confirmation with the website address and the place where such information is available.

CHAPTER 8: TERMS OF CHARGING AND COLLECTING THE FEES AND COMMISSIONS AND THE METHODS OF SATISFYING THE BROKERAGE HOUSE'S CLAIMS

Art. 25.

1. The Brokerage House shall charge the fees and commissions for the services provided and the activities related to the keeping of the Shareholder Register specified in the Fees and Commissions Table (the "FCT"). The amounts of the fees and commissions shall be determined on the basis of the current or expected assessment of the market situation, taking into consideration the costs incurred by the Brokerage House. The Brokerage House may amend the FCT by increasing the existing fees and commission or introducing new fees and commissions and differentiating them depending on the method of providing the service within 6 months of the occurrence of any of the following circumstances:
 - 1) if any new services are introduced or the scope of the existing services is changed, which shall include changing the delivery channels or the procedure for accepting instructions, save that in such event the amendments to the FCT may only consist in (i) changing the fees and commissions which are charged for the services whose scope has been changed, or (ii) introducing any new fees and commissions for any new services, where such amendments shall not affect the obligations of the entity obliged to pay the fees and commissions if such entity does not use the new services or the services whose scope has been extended;
 - 2) in the event of any amendment to any existing, or introduction of any new, laws or guidelines, recommendations or decisions of the PFSA or any other supervision authority, or a change to the construction of laws made by a court, supervision authority or other competent authority or body, which affects the terms and conditions on which the Brokerage House provides its services regulated in these Rules and results in the increased cost of providing such services borne by the Brokerage House;
 - 3) if the inflation rate (the increase of the consumer price index) in a given calendar month of any year reaches or exceeds 1.0% compared to the previously announced results for the corresponding (annual, quarterly or monthly) period;
 - 4) in the event of a tax rate increase or introduction of any new mandatory taxes or charges, which directly triggers the increase in the cost of the services provided under these Rules, unless the relevant laws or regulations prohibit increasing or introducing any new fees or charges in a given case;
 - 5) in the event of a tax rate increase or introduction of any new mandatory taxes or charges imposed on the Brokerage House as a business entity, which directly triggers the increase in the Brokerage House's operating cost related to the services provided under these Rules
 - 6) if the prices of energy, prices of telecommunications connections or postal services, the costs payable by the Brokerage House to the supervision authorities, clearing or settlement chambers, the WSE or other capital market institutions, or the prices of other services provided by third parties to the Brokerage House for the purpose of the performance by the Brokerage House of the Agreements with the Companies provided for in these Rules, increase compared to their previous level in the corresponding period (annual, quarterly or monthly), which results in the increase of the Brokerage House's cost of providing the services regulated in these Rules.

2. The Brokerage House may increase the existing fees and commissions or introduce new ones if it launches a new service or adds a new functionality to an existing service, which the Brokerage House has not offered so far and which is not included in the current FCT.
3. Any amendment to the FCT shall be from time to time preceded by an analysis whether the circumstances referred to in items 1 and 2 above have occurred, and the reason for each amendment to the FCT shall be published in relation to each amendment to the FCT pursuant to Art. 24 of these Rules.
4. Subject to item 2 above, the fees or commissions set out in the FCT may be amended from time to time upon the occurrence of the circumstances referred to in item 1, but not more often than 4 times a year. The amount of the amendment shall be pro-rated to the change of the costs being the basis of amending the FCT.
5. The provisions of Art. 27.2 shall apply accordingly to notifying the Company of any amendment to the FCT.
6. The Brokerage House may revoke any existing fees and commissions or change their name at any time. Information of the revocation of the fees and commissions as set out above or change of their names shall be announced in accordance with Art. 24 of these Rules.
7. The Brokerage House may unilaterally reduce the rates of the fees and commissions set out in the FCT or suspend the charging of such fees and commissions. Reducing or suspending the fees and commissions in the manner set out above or changing any other information included in the FCT not related to the rates of the fees and commissions and not affecting the amounts of the liabilities of the entities paying such fees and commission due to the Brokerage House shall not be deemed as amending the Agreement. The Brokerage House shall publish information thereof in the manner set out in Art. 24 of these Rules.
8. If the entity obliged to pay the fees and commissions fails to pay in due time the funds to cover its liabilities to the Brokerage House, the Brokerage House shall request the entity obliged to pay the fees and commissions to pay its outstanding liabilities within the specified period of time. The Brokerage House shall send its request:
 - 1) in writing – to the mailing address specified by the entity obliged to pay the fees and commissions;
 - 2) by e-mail – to the e-mail address specified by the entity obliged to pay the fees and commissions;
 - 3) via the BHOLS – in the manner making it possible to read the information or download a file with the relevant information upon logging into the BHOLS; this manner of communication shall apply only in the case of the entity obliged to pay the fees and commissions being a user of the BHOLS;
 - 4) in any form other than these set out above – as agreed individually with the entity obliged to pay the fees and commissions.
9. The request shall include information on the obligation to pay the fees or commissions and the date by which such payment is to be made.
10. Subject to the provisions of the Agreement providing otherwise, the Company must pay to the Brokerage House all the fees and commissions set out in the FCT. If the Agreement provides that all or certain fees and commissions set out in the FCT are to be paid by the Shareholders or the other Entitled Persons, the Company must notify the Shareholders and the other Entitled Persons thereof and the Company shall be liable towards the Brokerage House jointly and severally with the Shareholder or any other Entitled Persons for paying a fee or commission for the activities set out in the FCT taken at the request of such Shareholder or any other Entitled Person.

CHAPTER 9: COMPLAINTS

Complaints

Art. 26.

1. The Brokerage House shall accept complaints:
 - 1) in writing – sent to the registered office of the Brokerage House;
 - 2) submitted personally - at a CSO, during the CSO's business hours;
 - 3) by telephone – at the Brokerage House's telephone numbers;
 - 4) via e-mail – to the e-mail address of the Brokerage House.
2. To enable fast and efficient processing of the complaints, a complaint should include a description of the relevant event or deficiency being the subject matter thereof, the name of the employee dealing with the Company, a Shareholder or an Entitled Person (or circumstances making it possible to identify such employee), if any damage has been incurred, the complaint should also clearly define the claim of the entity making the complaint related to the irregularities.
3. The Company, a Shareholder or an Entitled Person shall be notified of the outcome of the complaint processing within 30 days of the receipt of the complaint by the Brokerage House in the form relevant for the given entity, set out in Art. 23 of these Rules.
4. In particularly complicated cases where the complaint cannot be processed in 30 days, the Brokerage House shall notify the entity making the complaint thereof explaining the reasons for the delay, indicating the circumstances which need to be established to process the complaint and specifying the expected complaint processing completion date which shall not fall later than 60 days of the receipt of the complaint.

CHAPTER 10: AMENDMENTS OT THESE RULES

Amending the rules of providing the Service

Art. 27.

1. The Brokerage House reserves the right to amend these Rules or to introduce the new Rules for a good reason i.e. in the following events:
 - 1) any change in laws and regulations;
 - 2) any amendment to the existing, or introduction of any new, directives, guidelines, resolutions, recommendations, good practices or decisions of the PFSA, the Competition and Consumer Protection Office or any other public administration authority;
 - 3) any change to the existing interpretation or the arising of a new interpretation of law resulting from any court judgement;
 - 4) any changes in the service provision standards and market practices;
 - 5) any changes in the scope of the Brokerage House's business;
 - 6) any changes in the manner of providing the services by the Brokerage House as long as such changes do not increase the Company's liabilities or are not detrimental to the interests of the Company or the Shareholders;

- to the extent the above events affect the terms and conditions on which the Brokerage House provides the services set out in these Rules or the provisions of these Rules.

2. The Brokerage House shall publish a notice on the amendments to these Rules or the New Rules on its website and send it to the Company in the form the Company specified to the Brokerage House, save that if the written form is selected, the Brokerage House shall send these Rules by letter or as otherwise agreed with the Company, not later than 30 days before the effective date of these amended Rules or the new Rules. These amended Rules or the new Rules shall become binding on the Company, the Shareholders and the other Entitled Persons on their effective date, unless the Company gives a notice to terminate the Agreement within 14 days of the delivery of these amended Rules or the new Rules. In the event of the termination of the Agreement by notice the Company must name the new entity that will be keeping the shareholder register instead of the Brokerage House, in accordance with the relevant provisions of the Agreement. In such event the Agreement shall terminate with the lapse of the notice period of 3 months of the delivery of the termination notice. The current Rules shall apply throughout the notice period.

CHAPTER 11: EXPIRATION OR TERMINATION OF THE AGREEMENT

Expiration or termination of the Agreement

Art. 28.

1. The Brokerage House may give a notice to terminate the Agreement with the notice period of 3 (three) months, in writing, for a good reason which includes:
 - 1) the Company violating the applicable laws and regulations, the provisions of the Agreement or these Rules,
 - 2) the Brokerage House having significant doubts if the Company has been operating in compliance with law;
 - 3) the Company providing falsified documents or documents attesting false information;
 - 4) the Company not cooperating with the Brokerage House to the extent necessary to allow the Brokerage House to perform its duties;
 - 5) the Company's governing bodies not having the appropriate number of members preventing the Company from functioning properly;
 - 6) the Company not paying the remuneration or fees due to the Brokerage House in the amount exceeding the remuneration for keeping the Shareholder Register, in the amount set out in the Agreement, due for 12 calendar months of keeping the Shareholder Register;
 - 7) the Company not performing or improperly performing its obligations under the Agreement in spite of the Company having been requested to cease any violations and given an extra period of time to perform the given obligation, not shorter than 7 (seven) days;
 - 8) the Brokerage House ceasing to provide the Service under the Agreement;
 - 9) the Brokerage House refusing to make an Entry for the reasons set out in Art. 13.8 of these Rules.
2. The Company may terminate the Agreement with the notice period of 3 (three) months provided that the Company indicates a new entity who will be keeping the shareholder register instead of the Brokerage House, and in order to evidence the above the Company shall provide the Brokerage House, together with the termination notice, with the declaration of such entity that it and the Company entered into an agreement to keep the shareholder register or such agreement itself.
3. The Company's notice to terminate the Agreement shall become effective only upon the satisfaction of the conditions set out in item 2 above. Until the Company's notice to terminate the Agreement becomes effective and the notice period lapses the Parties shall be bound with the provisions of the Agreement.
4. The Company must appoint a new entity keeping the shareholder register in accordance with the relevant provisions of the Partnerships and Companies Code and indicate to the Brokerage House the entity who

will be keeping the shareholder register within the time limit allowing such entity to take over the keeping of the shareholder register not later than upon the lapse of the notice period specified in the notice to terminate the Agreement.

5. If the notice to terminate the Agreement is given by either of the parties, the parties shall cooperate with each other to the necessary extent to ensure that the Brokerage House immediately and duly, with particular regard to the interests of the Shareholders and the Entitled Persons, transfers its duties to the entity appointed by the Company, including all the necessary information and documents related to the Shareholder Register.
6. If the notice to terminate the Agreement is given by the Brokerage House in accordance with item 1 above, and the Company fails to perform in due time its obligation to transfer the Shareholder Register to the new entity in accordance with item 4 above, the Brokerage House, upon the lapse of the notice period, may cease to carry out the activities related to the keeping of the Shareholder Register, under the Agreement.

Termination of the Agreement

Art. 29.

1. The Agreement shall terminate upon the lapse of the notice period.
2. Furthermore, the Agreement shall expire if:
 - 1) the Company loses its legal personality;
 - 2) the Company is deleted from the Register of Entrepreneurs of the National Court Register;
 - 3) the Brokerage House loses the licence necessary to carry on brokerage activities.

CHAPTER 12: FINAL PROVISIONS

Art. 30.

1. The service of keeping the Shareholder Register shall be provided and all the other activities set out in these Rules shall be carried on in accordance with the relevant and prevailing laws and regulations applicable to the matters not regulated in these Rules or the Agreement.
2. The individual provisions of these Rules may be waived, expanded or replaced with other provisions in accordance with the Agreement, provided it is permitted under the applicable laws and regulations. Should any provisions of the Agreement provide otherwise with respect to the rights and obligations of the Shareholders and the other Entitled Persons the provisions of these Rules shall prevail.
3. The Brokerage House shall be the controller of the personal data of the Shareholders and the Entitled Persons. The Brokerage House shall be processing the personal data in connection with providing or the intention to provide the services related to the keeping of the Shareholder Register, on the terms and conditions set out in these Rules, the Agreement and the provisions of law and in order to perform the obligations and exercise the rights under the applicable laws and regulations. The Shareholders and the Entitled Persons shall have the right to access, including to obtain a copy, to rectify and to erase, their personal data, and to restrict the processing and to object to the processing of their personal data as well as the right to move their personal data. The detailed information on the purposes, origin, methods and scope of personal data processing by the Brokerage House and the procedure of contacting the Data Protection Officer is available at <http://www.dmbh.pl/poland/dmbh/o-nas/regulacje/rodo.html>.
4. The Company must present the current version of these Rules and the FCT to the Shareholders and the other Entitled Persons and to make them available at the Company's website in the area designated for investor relations.

These Rules shall enter into force as of [●].