

**eBrókerház Befektetési Szolgáltató Zártkörűen Működő  
Részvénytársaság**

**Agreement for Securities Account Keeping and Trading  
in Transferable Securities**

**Effective as of**

**31 March 2021**

## Introduction

This Agreement for Securities Account Keeping and Trading in Transferable Securities (the “**Trading Agreement**”) has been entered into by and between eBrókerház Befektetési Szolgáltató Zrt. (hereinafter “**eBrókerház**” or “**eBrókerház Zrt.**” or the “**Company**”) and you (the “**Client**”), as follows. (eBrókerház Zrt. and the Client are hereinafter referred to as “**Parties**” or individually as “**Party**”.)

eBrókerház Zrt. is licensed by the Hungarian Financial Supervisory Authority (“**HFSA**”) and supervised by the Hungarian National Bank (hereinafter “**MNB**” or “**Authority**”). eBrókerház Zrt. is a company registered in Hungary under corporate registration number 01-10-044141; the registered office of the company is 1072 Budapest, Rákóczi út 42.

eBrókerház Zrt. is a Hungarian company providing investment service activities and ancillary services pursuant to the Investment Services Act under license no. III/73.059/2000 issued by the Authority on 14 August 2002 and licence number III/73.059-4/2002 issued on 20 December 2002 by the Authority.

By concluding this Trading Agreement, apart from the investment service and ancillary service defined in this Trading Agreement the Client does not acquire the right to use any other service provided by the Company, or any service concerning financial instruments other than the financial instrument constituting the subject of the services provided under this Trading Agreement. Other services provided by the Company, or services concerning financial instruments other than the financial instrument constituting the subject of the services provided under this Trading Agreement may constitute the subject of a separate agreement between the Parties.

This Trading Agreement specifies – in line with the Company’s General Terms of Business and their Appendices – the terms of contract applicable to the securities accounts as defined in Section 5 (1) 46 of the Capital Market Act (as referenced in Section 4 (2) 26 of the Investment Firms Act) (the “**Securities Account**” or “**Account**”) opened at eBrókerház Zrt. The securities account is opened by eBrókerház Zrt. for the Client in order to keep records for the Client’s benefit of the dematerialised securities owned by the Client – including the related rights – that have been acquired by the Client in the scope of the Company’s investment service activities carried on under this agreement, or – where this is made possible by the Company’s General Terms of Business – that have been transferred by the Client to the securities account kept with the Company.

This Trading Agreement further regulates the rules concerning the service from time to time made available by eBrókerház Zrt. for the Client for the receipt and transmission of orders as per Section 5 (1) a) of the Investment Firms Act in respect of foreign transferable securities as a financial instrument, and in this connection also the Client’s access to the websites, the trading platform(s) and the administrative support provided by eBrókerház Zrt. The Client accepts that eBrókerház provides its investment service as per this Trading Agreement only and exclusively in respect of the transferable securities from time to time made available by the Company in the online trading system, and at the same time eBrókerház reserves the right to change (in particular to restrict or increase) at any time the currently available range of transferable securities, subject to prior notice to the Client. The transferable securities in respect of which the Company

from time to time provides the investment service as per this Trading Agreement – and for which the Company receives and the Client may give orders – are from time to time disclosed in the trading system made available to the Client; however, the Company may also provide any related information through its website (in announcements). The Client undertakes to continuously monitor the announcements published in eBrókerház's website, as well as the information disclosed in the trading system made available by the Company.

The prerequisite of the conclusion of this Trading Agreement is that the Client should conclude the Client Account Agreement on opening and keeping of the client account under Section 5 (1) 130 of the Capital Market Act. A client account opened and kept under a Client Account Agreement concluded in connection with this Trading Agreement shall only be used to conclude transactions hereunder. In case the Client uses more or different services compared with this Trading Agreement related to this Agreement, and another client account opened and maintained on the basis of a separate Client Account Agreement concluded with the Company is used to carry out transactions related to such services.

In case there is any discrepancy between this Trading Agreement and the Company's General Terms of Business, then the provisions of this Trading Agreement shall prevail.

By the acceptance of this Agreement, the Client agrees that the Company shall provide the information, notifications and reports to be provided to the Client under the relevant laws – and consistently with those under the Company's General Terms of Business – as well as the information, notifications and reports connected to the agreements between the Company and the Client, through the trading system made available by the Company, or in e-mail messages sent to the e-mail address provided by the Client for such purpose in the scope of registration, or as attachments thereto, in the form of an electronic document as a durable medium. These means of information are in accordance with the management of business in existence or to be established between the Company and the Client, and the Client chooses such means of information instead of the information explicitly received in printed form.

By the execution hereof, the Client declares that he/she knows and expressly accepts the contents of the General Terms of Business, the Terms of Trading, the Privacy Policy, the Complaints Handling Policy, the Summary of Conflict of Interest Policy, the Execution Policy, the Investor Protection Rules, as well as the Schedule of Fees, which policies are applied by eBrókerház Zrt., and which can be viewed on the websites operated by eBrókerház Zrt.

The attention of the Client is specifically drawn to the Risk Disclosure Statements of eBrókerház Zrt. related to trading in foreign transferable securities and to the use of the online trading system, which are attached as Annex 1 to this Trading Agreement. However, eBrókerház Zrt's Risk Disclosure Statements cannot and do not contain risks related to foreign shares trading or those connected with the use of the online trading platform, they do describe the major risks inherent therein.

**If the Client starts trading or concludes any Transaction hereunder, he/she shall do so at his/her own risk.** By trading on the trading platform made available by eBrókerház Zrt., the Client shall accept the risks inherent in the Transactions and in the online trading itself.

At the conclusion hereof, eBrókerház Zrt. shall verify the identity of the Client and the authenticity of the information provided by the Client on the websites operated by eBrókerház Zrt. and on the trading platform made available by the Company. The Client shall inform eBrókerház Zrt. within five (5) business days of all changes related to the client identification and prove his identity when logging on the trading platform made available by eBrókerház Zrt. without exception by giving the user name and encrypted password made available by the Company.

Before the conclusion of this Trading Agreement, eBrókerház Zrt. – owing to its obligation of getting information in advance – requested the Client to provide additional information relating to the essence of the transaction being the subject of this Trading Agreement, the nature of the financial instruments involved in trading and the Client’s knowledge and experience particularly relating to the risks associated with such trades, in order to ensure that eBrókerház Zrt., is capable of providing services relating to the appropriate and financial instruments (adequacy test according to the Investment Services Act). If eBrókerház Zrt., based on the information provided by the Client, believes that the financial instruments or transactions contained in this Trading Agreement are inappropriate for the Client, then it shall draw the attention of the Client to such opinion. If the Client fails to provide the above information or eBrókerház Zrt. finds the information provided by the Client insufficient, then eBrókerház Zrt. shall call the Client’s attention to the fact that it will not be able to determine whether the financial instruments or transactions contained in this Trading Agreement are adequate for the Client. Where on the basis of information provided by the Client it is deemed necessary by eBrókerház Zrt. for the protection of the Client’s interests, it may decide in its sole discretion – in line with the provisions of the General Terms of Business – not to provide the opportunity to trade in transferable securities for the Client.

eBrókerház Zrt., if it has the possibility to do so under legislation, may disregard the performance of the adequacy test, since the Company’s General Terms of Business contains detailed rules in this respect.

The Parties lay down that prior to the entry into force of this Trading Agreement eBrókerház Zrt. has complied with its obligation to provide information in advance as per the Investment Services Act in accordance with the provisions of the Company’s General Terms of Business and the relevant laws, including in particular the Investment Services Act and Commission Delegated Regulation (EU) 2017/565, and by accepting this Trading Agreement the Client acknowledges the receipt of such information.

The Client takes note that the performance of the actions specified above is the prerequisite to the entry into force of this Trading Agreement. The Client shall facilitate the fulfilment of the legal obligations of eBrókerház Zrt. by fully cooperating in the completion of the preliminary tests required by legislation and in the implementation of the customer due diligence procedure and qualification, and fully fulfils its obligation to provide data and make statements.

When fulfilling its prior obligation to provide information, eBrókerház Zrt. drew the Client’s attention to the provisions that differ from the usual and previous contractual practices. The Client is aware of the fact that by the execution of this Trading Agreement, he expressly acknowledges each of the terms and conditions contained therein binding upon him, and issues and suggestions regarding the terms and conditions may be discussed in the process of concluding the contract before the execution thereof.

eBrókerház Zrt. shall perform the Client's rating in compliance with the provisions of the Investment Services Act and the Company's General Terms of Business prior to the entry into force of this Trading Agreement, and it shall inform the Client of the outcome thereof Unless stipulated otherwise, the Client is qualified as a **Retail Client** according to the provisions of the Investment Services Act.

The Client shall bear exclusive liability for payment of all taxes and other contributions incurred in respect of the benefits obtained in connection with this Agreement.

Under Section 3 (2) ca) of Act XXV of 2005 on the Distance Marketing of Consumer Financial Services (hereinafter: **Distance Financial Service Act**, eBrókerház Zrt. shall advise its Clients in accordance with Section 6 (1) of the Distance Financial Service Act that they shall not be entitled to withdraw from the contract within fourteen (14) days from the effective date of contract without giving any reason under Section 6 (9) a) of the same.

Please read this Trading Agreement carefully, and in order to be able to commence trading and to open your securities account, confirm your acceptance of the provisions of this Trading Agreement and enter into a Client Account Agreement on keeping the client account related to this Agreement, with the Company. If you disagree with or do not understand anything, please contact our Customer Service on phone number +36 1 880-8404.

The Parties hereto agree with one another as follows.

## 1. Validity of the Agreement and definitions

- 1.1. The following documents shall form integral part of this Trading Agreement and they are included therein without limitation: Risk Disclosure Statements (hereinafter: “Annex 1”), Definitions (hereinafter: “Annex 2”) and the Collateral Security over Accounts Agreement between the Company and Client concerning the financial instruments on the Securities Account (hereinafter: “Annex 3”). This Agreement may be amended according to Section 13.2 by eBrókerház Zrt., as necessary.
- 1.2. All capitalised terms in this Trading Agreement and not otherwise defined herein shall have the meaning set out in Annex to this Trading Agreement. Terms not defined in this Trading Agreement and in Annex 2 shall have the meaning defined under the relevant legislation.
- 1.3. The different terms, means, specifications and contractual provisions defined or used in this Trading Agreement in connection with trading (may) apply, mutatis mutandis, to Transactions in foreign transferable securities only. Therefore, the Client declares that the Client has the necessary information relating to the aforementioned instruments and is able to adequately interpret the terms and conditions of this Trading Agreement.
- 1.4. eBrókerház Zrt. shall refuse, owing to its statutory obligation, to conclude contracts and to accept and transmit orders received under this Trading Agreement if
  - (a) this would result in insider trading or market manipulation,
  - (b) this would result in the violation of the law or the regulations of a regulated market, third-country stock exchange market, central counterparty or central depository,
  - (c) the Client has refused the verification of its identity or the identification, or the verification of identity or identification was not successfully performed for any other reason.
- 1.5. eBrókerház Zrt. may also reject contracting and the acceptance and transmission of orders received under this Trading Contract, in addition to the cases defined in Section 1.4, if the Company determines at its sole discretion that the range of investment services and financial instruments provided by the Company is not consistent with the needs, characteristics and aims of the Client, with regard to the identified target market of the financial instruments forming the subject of the investment services, according to the Company’s General Terms of Business.
- 1.6. The Client acknowledges and accepts that the Company shall also have the right to refuse to receive specific orders concerning Transactions constituting the subject of this Trading Agreement, hence to conclude individual contracts for these, for any other reason specified as a ground for refusal (1) in this Trading Agreement, or (2) in the General Terms of Business.

## 2. Opening of the Securities Account and exercising the right of disposition of the Account

2.1 The Client hereby instructs eBrókerház Zrt. to open and maintain a Securities Account for the benefit of the Client, subject to the fees specified in the Schedule of Fees from time to time in effect, under the conditions specified in this Trading Agreement. The procedure and the detailed conditions of opening the account shall be contained in the Company's General Terms of Business. The prerequisite for conclusion of this agreement is that simultaneously the Client should conclude the related Client Account Agreement. eBrókerház Zrt. undertakes to open the abovementioned Securities Account for the Client as well as to keep a record of and manage the securities on the opened securities account, to fulfil the regular instructions of the person entitled to dispose of the Account and to notify the Client of credits and debits on the account as well as of the account balance without delay. eBrókerház Zrt. shall perform account operations received from the Client or a person entitled to dispose of the Account, provided that there are no obstacles to them in accordance with the applicable legislation.

2.2 **The Client declares that the Securities Account and the Client Account related hereto will be opened exclusively for the Client's benefit; the Client shall act on his own behalf and in his own interest, in addition, the maintenance of the Securities and Client Account and each Transaction concluded by the Client, shall be performed on behalf of and in the interest of the Client. If the Client does not act in his own name, he undertakes to make a separate statement in writing about the identity of the beneficial owner.**

**The Client declares that at the conclusion hereof he cannot be considered to be a politically exposed person under Section 4 of the Money Laundering Act. If the Client is considered to be a politically exposed person according to Section 4 of the Money Laundering Act, the Client undertakes to provide a separate statement thereon.**

2.3 The Client shall be the only person authorised and entitled to complete any Transaction related to the Securities Account, including the placing of the order. The Client takes note that he may not act through an agent. However, if the Client still acts through an agent, the Client acknowledges and agrees that the Client is solely responsible for all acts and/or omissions of the agent; eBrókerház Zrt. or any of its contracted partners or an officer or executive officer or manager or employee of its contracted partner shall not be liable against the Client, irrespective of the fact that such act or omission goes or does not go beyond the scope of the order given for the agent.

2.4 If, in cases of inheritance, conjugal property or in any other cases permitted by law, the ownership of the securities Account and dematerialised securities kept thereon is due to or burdens several persons, then each person concerned shall bear joint and several liability for the fulfilment of the obligations set out herein and in this Trading Agreement. In such a case (unless agreed otherwise in writing by the Client and eBrókerház Zrt.), no other than the person designated as the first shall be entitled to open and close Transactions on the Trading Account. Transfer of any security kept record of in the Securities Account to

another securities account – provided that this is permitted by the Company’s General Terms of Business – shall be subject to the approval of the person identified as Client in the Securities Account.

- 2.5 At the conclusion of this Trading Agreement, the Client shall prove his identity in a credible manner to ensure the registration of his personal data by providing the necessary documents. (The detailed rules of client identification and the list of required documents are contained in the Company’s General Terms of Business.)
- 2.6 The Client shall notify eBrókerház Zrt. of any change occurring in his data in writing without delay, but not later than within five (5) working days after the change. eBrókerház Zrt. shall refuse to assume liability for damage arising from the omission of such obligation.
- 2.7 The Client shall pay the fee, cost or interest specified in the current Fee Schedule of eBrókerház Zrt. as consideration for the services specified in this Trading Agreement.

### 3. Trading

- 3.1 By the execution hereof, the Client shall request eBrókerház Zrt. to provide for the Client access to the electronic trading facility that has been made available by eBrókerház to his clients, under the terms and against fees specified in this Trading Agreement, the Company’s General Terms of Business and Schedule of Fees and to the foreign transferable securities available through such trading platform as well as to provide the investment service relating to the receiving and transmitting orders under Section 5 (1) a) of the Investment Services Act. At the conclusion hereof by the Client, eBrókerház Zrt. shall provide its investment service aiming at receiving and transmitting of the order only through the online trading platform made available by it, i.e. the method of sending and receiving of orders shall be electronic (online) and the means shall be an online trading platform made available by the Company. eBrókerház Zrt. is entitled to decide at its sole discretion, without the Client’s consent, at any time whether to provide the investment service aiming at receiving and transmitting of the order under Section 5 (1) a) of the Investment Services Act through another electronic trading platform, and the Client shall explicitly take note of it and its legal consequences specified in Section 3.8.1. If eBrókerház Zrt. decides to provide its investment services via another electronic trading facility instead of the online trading platform, eBrókerház Zrt. shall notify its Clients at least thirty days prior to the date when changes take effect by publishing a notification on the Company’s website, and at the same time by informing them, in accordance with the clause of the General Terms of Business related to notifications, by the means of communication normative between the parties. The Client shall monitor the changes made available on the Company’s website; the Company is not liable for any adverse effects on the Client resulting from the Client's failure to comply with such obligation. In case of ceasing the access to the online trading platform made available at the entry into force hereof, eBrókerház Zrt. shall provide the Client with access to another electronic trading facility; however, the provision of the access to the other electronic trading facility may be subject to further conditions set



forth by eBrókerház Zrt, including but not limited to repeated performance of the customer due diligence measures as per the General Terms of Business.

- 3.2 The Client is aware of the fact that eBrókerház Zrt. shall not execute orders described under Section 5 (1) b) of the Investment Services Act for the benefit of the Client. Fulfilment of the orders shall be governed by the provisions of the Execution Policy. The Client may enter into Transactions through the online trading platform in accordance with the current general practice and procedure of eBrókerház Zrt., of which the Client shall be notified through the same online trading platform. The Client shall participate in each transaction only at his/her own cost and risk, under the conditions specified in this Trading Agreement.

The Client takes note and agrees that in the case specified in the Company's General Terms of Business, under the conditions specified therein, eBrókerház is exceptionally entitled but not required to accept and transmit the Client's order in any way other than through the electronic system made available by him.

- 3.3 The Client acknowledges and agrees that he/she may give orders only and exclusively for the transferable securities made available in the online trading system, only and exclusively in the trading hours specified for the given transferable securities, and that such orders will only be executed during these hours. In accordance with the industry standards and customs, eBrókerház Zrt. shall not ensure that any and all received and transmitted transactions are concluded, however, eBrókerház Zrt. shall take all reasonable actions for the conclusion of the Transactions. The Client declares that – considering the general standards of the share trading industry – even before the conclusion of this Trading Agreement the Client understood and accepted the fact that the received and transmitted Transactions that are not actually executed shall not be deemed as a contractual breach by eBrókerház Zrt. Non-performance of the following Transactions will not in particular be regarded as breach of contract by the Company: non-performance of so-called **Take Profit** and **Stop Loss**, and of so-called **Pending Orders**. In the case of the abovementioned transactions, the attempt to transmit the order shall mean the contractual performance of eBrókerház Zrt. eBrókerház Zrt. may in its sole discretion reject or refuse to transmit any Transaction, or delete any pending order, in particular if in its judgment (1) the Transaction would violate any restriction prescribed in respect of the related Client Account or Securities Account, or it is against any limit specified for such Transactions; or (2) the Transaction is contrary to the provisions of this Trading Agreement and/or the General Terms of Business; or (3) the Transaction is inconsistent with any law or provision applicable to eBrókerház Zrt., the Securities Account, the Client Account or the Client, or otherwise there are serious doubts regarding its lawfulness; or (4) the Company ceases to provide investment services in respect of the financial instrument constituting the subject of the Transaction going forward; or (5) extraordinary market circumstances have occurred. eBrókerház Zrt. shall reject or refuse to transmit any Transaction or delete any pending order if it is obligated to do so by the decision of a court or authority. eBrókerház Zrt. shall not conduct own account trading either in relation to the Transactions concluded by Clients on the online trading platform made available by the Company or with respect to any other financial instruments.

- 3.4 The Client hereby acknowledges, expressly accepts and agrees that (1) eBrókerház Zrt. shall not provide any advice, consulting or intermediary services prescribed in the Investment Services Act to the Client, except to the extent required under the Investment Services Act or regulation applicable to eBrókerház Zrt., or the Account, and (2) nothing in this Trading Agreement or in any other relationship between eBrókerház Zrt. and the Client shall or shall be deemed to create any agency relationship between eBrókerház Zrt. and the Client, unless certain law or regulations relating to eBrókerház Zrt. or the Account explicitly provide for otherwise.
- 3.5 eBrókerház Zrt. shall publish bid (at which the Client can make offers to sell) and ask prices (at which the Client can make offers to buy) through the online trading platform made available by it for various stocks. The relevant prices shall be determined by the execution venue indicated in the Company's execution policy, based on principles and data independent of the Company. The Client acknowledges and expressly accepts that the prices displayed in the online trading system constitute the exclusive property of the Company's execution partner and/or the trading venue and/or the market operator providing the data, therefore the disclosed prices may only be used for the conclusion of Transactions by the Client in accordance with the rules governing for trading at the relevant trading venue, and the Client shall not have the right to disseminate these in any way (whether for commercial or any other purposes).
- 3.6 The Client may make an offer for an order related to the purchase or sale of transferable securities (except in exceptional cases specified in the Company's General Terms of Business) only through the online trading platform made available by the Company, at the price quoted in accordance with Section 3.5 above. Any price may change or cease to be valid at any time after it has been quoted. The Parties lay down, in particular, the following.

Each Price is valid only at the exact date and the exact time in which such Price is presented to the Client. The Client acknowledges that due to events such as rapid price fluctuations and Internet lag (latency) and other such events, the market price determined by the execution venue on its server (hereinafter: actual price) may differ from the price made available by the Company. on the trading platform from the price displayed by the Client at the moment of submitting the order.

- 3.7 In the case of orders at market price, if there is a difference between the price shown on the trading platform made available by the Company at the time of placing the order and the actual price, the order will be executed at the actual price, regardless of whether such price is more favourable or less favourable for the Client.

Pending Orders are also executed at the actual price, which in a given case may be different from the price indicated in the Order (hereinafter the "Slippage"). Slippage may occur in the event where the price indicated in the order is not available at the execution venue, especially but not exclusively in the case of high volatility and gap (so called gap occurring in the market price). In such a case, the order will be executed at the first available price, irrespective of the direction of the slippage, either to the client's favour

or not, in a symmetrical and transparent manner (Symmetrical Slippage). Considering that the transferable securities constituting the subject of the Transactions to be concluded under this Trading Agreement may not be traded 24 hours a day, market gaps may occur on a daily basis. When trading these financial instruments, slippages are more likely to occur.

The Client has understood and accepts the risk arising from the events specified in this section.

- 3.8 The Client expressly acknowledges that in the case of exchange-listed stocks available in the online trading system – unless contrary information is disclosed in the online trading system – concluding short selling transactions is not possible.

#### 4. Performance of Transactions, coverage

- 4.1 The Client acknowledges and expressly accepts that the Company shall receive and transmit orders for Transactions only and exclusively if (1) in the case of a buy order concerning transferable securities the freely disposable cash balance in the Client Account linked to the Client's Securities Account reaches or exceeds the sum of the total purchase price of the transferable securities constituting the subject of the Transaction plus the amount of fees and charges from time to time related to the Transaction; (2) in the case of a sell order the total quantity of the transferable securities constituting the subject of the Transaction is available in the Client's Securities Account, including the availability of securities constituting the subject of transactions that are not yet settled actually, but legally are already settled (the "Coverage"). When giving orders for transferable securities, the Client warrants that the securities constituting the subject of the Transaction and recorded in the Client's Securities Account are free and clear of all liens, claims and encumbrances. The Client is required to make sure that the coverage as defined above is continuously available in his/her client and/or securities account until settlement of the Transaction. If there is insufficient coverage in the Client's client and/or securities account, eBrókerház Zrt. shall not be obligated to receive any order from the Client until the gap is eliminated, and shall have the right to reject or refuse to receive and transmit orders. The Client acknowledges and agrees that in case he/she has several client accounts at the Company the balances in these accounts shall not be consolidated for the purposes of the availability of the Coverage necessary for the conclusion of the Transaction, and the Coverage should be available in each case in the client account opened and maintained for the purpose of the settlement of securities transactions.
- 4.2 The Client may conclude Transactions subject to maximum limits established by eBrókerház Zrt. at its absolute discretion on a regular basis.
- 4.3 **The Client takes note and accepts that the Company shall have the right to challenge already executed orders on the title of "mistake" as per Section 6:90 of the Civil Code within 1 year of the execution of the order, in case the order was executed at a price that – as a relevant circumstance – can be ascertained plainly and recognisably for the Client beyond doubt on the basis of comparison with a benchmark**

relevant to the financial instrument constituting the subject of the order to have deviated significantly from the actual market price of the given financial instrument prevailing at the time of execution of the order (“off-market price”). As regards transactions that are declared invalid having regard to a mistake in prices, simultaneously with the exercise of the right to challenge, the Company – while notifying the Client without delay – shall have the right in its sole discretion (1) to delete the already executed order and restore in the Client’s account(s) affected by the order the original state prevailing before the order affected by the mistake in prices was given (including the execution of any either negative or positive adjustments to the balance in the Client’s client and/or securities account); or (2) to subsequently eliminate the invalidity and in order to achieve this take any and all steps that will result in a situation where the order was originally executed at the actual market prices (i.e. in particular to subsequently modify the transaction and its settlement in accordance with the actual market prices that can be demonstrated to have been governing at the moment of execution, and to carry out adjustments in line with such modification in the Client’s account.

Unless the Client objects within a reasonable timeframe, but within 5 days at the latest following the notification concerning the exercise of the right to challenge and the measures taken by the Company having regard to the invalidity, the challenge shall be regarded as successful, and the steps taken with a view to the application of the legal consequences of the invalidity as accepted by the Client.

The Company sets out and by accepting these General Terms of Business the Client expressly takes note that in the case of transactions concluded at off-market prices the rules concerning gross disparity in the values exchanged will not be applicable, and the Parties shall not have the right to challenge transactions on the title of gross disparity in the values exchanged.

## 5. Transfer of securities registered on the Securities Account and closing of the Securities Account on the initiative of the Client

5.1 The Client, if this is allowed under the General Terms of Business, is entitled to initiate – in the way determined in the General Terms of Business – the transfer of the securities recorded in the Securities Account kept at the Company to a securities account kept at another investment firm or credit institution, and the termination of the Security Account.

### **Fees, commissions, interests, expenses and additional liabilities borne by the Client**

5.2 eBrókerház Zrt. shall charge fees, commissions, interests, costs or liabilities on other legal ground to the Client in connection with the Transactions or the services provided by it, as specified in its Fee Schedule. The Fee Schedule forms an annex to the General Terms of Business and its amendment is governed by the rules for amending the General Terms of Business.

5.3 In addition to the provisions of Section 6.1, eBrókerház Zrt. may charge a commission for certain services – e.g. cash collection – or may charge a commission for any electronic transfer or a fee for any other method of payment, or handling charges set by international card companies (hereinafter: **Service Costs**). The

amount of such Service Costs shall also be contained in eBrókerház Zrt's Schedule of Fees, and its amendment shall be governed mutatis mutandis by the Company's General Term of Business.

- 5.4 eBrókerház Zrt. shall inform the Client of the orders fulfilled to the credit and debit of the Account and its balance in compliance with legislation and its General Terms of Business.

The Client declares that he has obtained understanding of and expressly accepts the provisions applicable to eBrókerház Zrt's right of deduction, set-off, withholding and security interests on the basis of special information, and the Parties hereby order them to apply to this Agreement.

eBrókerház Zrt. is entitled to debit the Client's Account with any fees, costs or other valid claims due to the Client without notifying him, and by the execution of this Trading Agreement, the Client shall consent to the exercise of such rights.

Both Parties shall have the right of set-off according to Sections 6:49-6:51 of the Civil Code. eBrókerház Zrt. may enforce its right of set-off by debiting the Client's Account or by any other legitimate means.

eBrókerház Zrt. is entitled to withhold any performance until the Client has fulfilled any overdue debts in accordance with the contract.

By the execution of this Trading Agreement, hereof, the Client explicitly authorizes eBrókerház Zrt. – if eBrókerház Zrt. registers a claim already existing from the Client that has already existed but has not become due (has not expired) yet – to withhold the amount required to the settlement of the claim that has not become due yet and to fulfil the Client's requests only to the extent exceeding such amount. By signing this Agreement, the Client explicitly consents to the fulfilment of his request in accordance with the above.

- 5.5 Irrespective of or in addition to the above rights, any funds and financial assets of the Client kept on any of his accounts with eBrókerház Zrt, including the Client Account kept hereunder, or on any other client account or securities account shall serve as collateral security, under a separate agreement to be concluded between eBrókerház Zrt. and Client, in order that eBrókerház Zrt. will directly satisfy any of its overdue claims outstanding against the Client. From the previously defined collateral security, eBrókerház Zrt. may satisfy its claim by direct collection (debiting the account) or by selling the financial instrument(s) (**Security interests**).

The collateral security over accounts agreement forms Annex 3 hereto. The collateral security is governed by Section 5:95 of the Civil Code and Section 57 (7)-(9) of the Investment Services Act.

eBrókerház Zrt. may exercise its right of security interests at any time from the effective date of the right to satisfaction, however, it shall pay attention to its obligation to mitigate of damages. Otherwise, the limitation of the claim shall not preclude satisfaction from the collateral security.

- 5.6 The right of set-off, the right of withhold and security interests can be exercised either independently of one another or simultaneously.
- 5.7 The Client expressly agrees that in case of late payment, eBrókerház Zrt. is entitled to charge a default interest equal to twice the current central bank base rate.

## 6. Reports

eBrókerház Zrt. shall make the reports specified in the General Terms of Business available to the Client through the online trading platform made available by it. The Client expressly agrees that eBrókerház Zrt. will fulfil its statutory obligation to provide information through the online trading platform made available to it or by sending a message to the Client's e-mail address provided for the purpose of communications.

## 7. Indemnification

7.1 eBrókerház Zrt. shall only be liable for damages arising from the breach of its contractual obligations set out herein, additional agreements concluded between the Parties as well as in the Company's General Terms of Business and the appendices thereto, which liability shall not apply, in particular, to Section 3.2 of this Trading Agreement, and losses resulting from non-fulfilment of the Transaction Types described below.

The Client shall inform the Company in writing whether the possible breach of contract by eBrókerház Zrt., may predictably cause any damage in any other property of the Client. eBrókerház Zrt. shall not be held responsible for any loss, damage or debt suffered by the Client and arising either directly or indirectly out of or in connection with this Agreement or in the course of any Transactions made under the Trading Agreement, except in the event of gross negligence or wilful misconduct on the part of eBrókerház Zrt.

7.2 The Client agrees to indemnify and hold eBrókerház Zrt. and its affiliates, employees, directors, successors and assigns (hereinafter the "Indemnified Persons"), harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorney's fees) incurred by the Indemnified Persons and arising out of the Client's failure to fully comply with its obligations set forth herein in a timely manner and/or in the course of the enforcement of such claims by eBrókerház Zrt.

7.3 The Client acknowledges and agrees that any oral information given to the Client concerning the Account, if given, may be unverified and incomplete and that any reliance on such information is at the Client's sole risk and responsibility. eBrókerház Zrt. – in accordance with industry standards and commercial customs – makes no warranty, express or otherwise that any pricing or other information provided by it, through the online trading platform or by telephone or otherwise is correct or reflects current market conditions. Furthermore, eBrókerház Zrt. does not make any warranty nor does provide any guarantee with respect to the trading platform made available by it and its contents, including but not limited to the adequacy or suitability of such trading platform for a particular purpose. If a quoting error (known to the Client or of which the Client should reasonably have known) occurs due to the failure of the computer or trading platform made available by the Company (which error has been recognised or reasonably should have been recognised by the Client), then eBrókerház Zrt. will not be liable for the resulting errors in the Client's Account balances. eBrókerház Zrt. reserves the right to make necessary corrections or adjustments to the records of the Account concerned in respect of the Securities Account or Client Account by the above mentioned error, in the absence of any gross negligence or intentional act on the part of eBrókerház Zrt. Any dispute arising from such quoting error will be resolved on the basis of the fair market value of the currency at the time the error was made.

7.4 eBrókerház Zrt. shall not be liable against the Client for any loss, damage or cost of any nature suffered by the Client arising for any reason beyond eBrókerház Zrt.'s control, including without limitation, any loss, damage or cost resulting from eBrókerház Zrt.'s inability to receive and transmit any order or the improper or partial receiving and transmitting of any order by eBrókerház Befektetési Szolgáltató Zrt., or the orders

received and transmitted by eBrókerház Zrt. will not be executed for technical reasons (such as, without limitation, damage to or destruction of the computer systems, data or records or any part thereof, or for delays, losses, errors or omissions resulting from the failure or improper use of any telecommunications or computer equipment or software, stoppage or malfunction within the system) or otherwise, except in case of gross negligence or wilful misconduct on the part of eBrókerház Zrt.

The Client declares that the Client is aware of and accepts the fact that the Company shall provide its services and the investment services and ancillary investment service activities regulated under this Trading Agreement to its Clients in part by hiring third parties. The Company shall monitor whether the services provided by third parties based on agreement concluded with such parties, are being performed at satisfactory level and in accordance with the provisions of the agreements presented to the Regulatory Authority.

## 8. Termination and cancellation of the Agreement

- 8.1 The rules concerning the termination and cancellation of this Trading Agreement, including the termination and cancellation of the Securities Account kept thereunder, as well as the rules of the settlement for accounts between the Parties are contained in the Company's General Terms of Business.
- 8.2 This Trading Agreement shall also terminate in the case of the termination or cancellation of the related Client Account Agreement even in the absence of a special explicit statement. In such a case, this Agreement shall be deemed terminated or cancelled for the same reason or on the basis of the same declaration as the reason or declaration under which the related Client Account Agreement is terminated or cancelled on the basis of a legal statement even if this reason or declaration is not specifically applicable to this Agreement; the rules relating to the termination of the Securities Account in such a way or to its existence shall be contained in the General Terms of Business.

## 9. Regulatory Provisions

### 9.1 Client's funds

eBrókerház Zrt. shall use the Client's funds being in the ownership of the Client and managed by eBrókerház Zrt. for the purpose specified by the Client and eBrókerház Zrt., shall not dispose of the Client's funds as if they were owned by the Company, and it shall enable the Client to dispose thereof at any time. eBrókerház Zrt. keep its records and accounts in such a way that a) they should be accurate and present a true and fair view of the Client's financial instruments and funds at all times, and b) based on these, at any time without delay the financial instruments and funds of the Client and those of the Company may be established separately.



The Client shall not be entitled to any interest on the current balance on the Client Trading Account.

Apart from the above, the Client explicitly takes note and agrees that the Company shall deposit the Client's funds and financial assets on a collective account and on transmitting any of the orders related to transactions given by the Client, may transfer any amounts, deposited on their Trading Accounts, to the respective counterparty or other intermediary to hold or control such funds where, and to the extent – at the sole discretion of eBrókerház Zrt. – it is deemed necessary for the Transaction concerned to be effected or to satisfy any obligations of the Client to provide sufficient collateral for the given Transaction. The Client has obtained understanding of and accepts the operating principles of the collective account and, as a result, the conditions and risks associated with the management of financial assets and funds in this way. Such major risks and conditions shall be contained in the Company's General Terms of Business.

## 9.2 Transmission of Orders for the purpose of execution

9.2.1 eBrókerház Zrt. provides for the method of receiving and transmitting Client orders in this Section 9.2 and in its General Terms of Business. eBrókerház Zrt. shall make efforts to ensure that client orders are fulfilled most efficiently, competitively and at the highest level.

9.2.2 The prices at which the clients of eBrókerház Zrt. trade through the trading platform made available by it shall be determined in accordance with the provisions of Section 3.5 of this Trading Agreement.

9.2.3 eBrókerház Zrt. stipulates that Client Orders posted through the online trading platform made available by it will in all cases be transmitted to the execution venue specified in the Company's Execution Policy.

10.2.4 The liquidity may have an effect on the fulfilment of orders. When trading participants submit large amounts of orders, imbalances and congestion of orders may occur, which may delay the execution of any particular order. This may be caused primarily by delays due to the number and size of orders being processed, the speed of current quotes or updates from information on recent sales, or limited system capacity.

9.2.5 eBrókerház Zrt. shall analyse the quality of the receipt and transmission of orders and the execution of transmitted orders on a regular basis.

## 9.3 Conflicts of Interest

In order to prevent the risk of a conflict arising and to strengthen the confidence of its clients, eBrókerház Zrt. has created and implemented a conflicts of interest policy which consists of procedures and controls designed to prevent the occurrence of conflicts of interest and to manage and handle such conflict of interest cases. The Company publishes the excerpt of the conflicts of interest policy on the webpage operated by eBrókerház Zrt.

#### 9.4 Data Protection

- (a) eBrókerház Zrt. states that in the course of processing the Client's personal data, it shall always act in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter: "GDPR") and with Act CXII of 2011 on Informational Self-Determination and Freedom of Information. eBrókerház Zrt. shall provide information on the categories of personal data processed, the purpose and the legal ground of the processing, the period for which the personal data will be processed, as well as the rights the Client may exercise in connection with their personal data in the Privacy Policy, which shall be available on the website of the Company.
  
- (b) The Client hereby consents to the transmission of his personal data outside the European Union, i.e. to a third country. The Company states that the transfer of personal data to a third country may only take place on the basis of an adequacy decision or in the absence of such decision under one of the following conditions:
  - (i) the transfer is necessary for the performance of the contract between the Client and eBrókerház Zrt;
  - (ii) the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the Client between eBrókerház Zrt. and another natural or legal person;
  - (iii) the transfer is necessary for important reasons of public interest;
  - (iv) the transfer is necessary for the establishment, exercise or defence of legal claims.

#### 9.5 Complaints

- (a) For the fast and efficient complaint management process, eBrókerház Zrt. shall request the Client to raise any complaint or dispute as soon as possible after the occurrence of the event in relation to which such complaints or dispute is raised.
  
- (b) All complaint or disputes shall be handled in the first instance by the Customer Services Team of eBrókerház Zrt. If it is not resolved to the Client's satisfaction the Client may refer the matter in writing to eBrókerház Zrt. The current Complaints Handling Policy of eBrókerház Zrt. is available on the websites operated by eBrókerház Zrt.

### 10. The Client's representations and warranties

When the Client concludes or enters into this Trading Agreement and each time the Client places an order for a Transaction, enters into a Transaction or gives any other instruction, the Client represents and warrants to eBrókerház Zrt. that:

kerház Befektetési Szolgáltató Zrt.  
rvised by the Hungarian National Bank.

A license numbers: III/73.059-4/2002. and III/73.059/2000.  
cipal Court of Budapest, Cg.: 01-10-044141

ess: H-1072 Budapest, Rákóczi út 42., Hungary. Phone: +36-1-880-8400, Fax: +36-1-8808-440  
il: [info@ebrokerhaz.hu](mailto:info@ebrokerhaz.hu); Websites: [www.ebrokerhaz.hu](http://www.ebrokerhaz.hu); [www.tradegm.eu](http://www.tradegm.eu)

- (a) The Client is aware of the fact that using the services under this Agreement and the Trading Agreement related hereto requires special professional knowledge; the Client's trading according to the related Trading Agreement may have an element of fortune. Trading under this Trading Agreement is risky even with the outmost professional knowledge and most careful market observation. eBrókerház Zrt. shall disclose the risks by publishing annex 1, and by the execution hereof, the Client shall explicitly accept and undertake such risks. Use of any services hereunder is subject to provision of a special risk disclosure statement. Prior to the execution hereof, the Client thoroughly read and obtained understanding of the Risk Disclosure Statements and the provisions set out in this Section 10;
- (b) all information provided by the Client to eBrókerház Zrt. is true, accurate and complete in all material respects and the Client shall immediately notify eBrókerház Zrt. of any material change thereto;
- (c) the Client is authorised to enter into and perform the Transactions to be concluded hereunder and under the related Trading Agreement;
- (d) the Client, neither entering into this Agreement, nor placing any order or entering into any Transaction or giving any other instruction will violate any law, regulation, rule, by-law, agreement, obligation, order, judgment, other decision or policy applicable to the Client;
- (e) the Client understands and accepts that he is responsible for obtaining his own advice as to his own tax position and as to the suitability of any Transaction in light of his investment objectives;
- (f) the Client is of sound mind and legally competent and has the full right and authority to share transactions and/or any other transaction accessible through the trading platform made available by the Company or to the completion of any Transaction available on his Trading Account;
- (g) the Client is the exclusive, full ultimate beneficial owner of all money deposited on the Account and no other person has or will have any interest in or entitlement to the Account. The Client acknowledges and accepts that it cannot and will not grant any security interest in or over the Account to any third party;
- (h) all funds deposited on the Account originate from lawful sources and are not the proceeds of any illegal or criminal activity under the laws of any applicable jurisdiction; and
- (i) due to his financial situation or otherwise, the Client is able and willing to bear the risk of possible losses associated with share transactions.

## 11. Use of Internet, Software and Computers

The Client acknowledges and agrees without limitation of the provisions hereof that:

- (a) Although the Internet and the World Wide Web are generally reliable, technical problems or other conditions may delay or prevent the Client from accessing the trading platform made available by the Company.
- (b) The use of the Internet exposes the user to risks resulting from the structure of the Internet and the use of a personal computer and/or any other end equipment (including, but not limited to mobile devices) permitting connection to the Internet particularly but not exclusively the late fulfilment of orders.
- (c) The Client is responsible for all the results of unauthorised use of passwords and other means of information protection given to the Client, and in the Client's personal computer or mobile device.
- (d) The entry passwords for the trading platform made available by the Company are personal, secret, private, and may not be transferred. Use of the passwords and the preservation of their secrecy is at the full responsibility of the user, with all that this entails, including, but not limited to the liability for damage caused to the Client and/or to any other third party, as a result of transferring the password to others, by acts of commission or omission, or as a consequence of the password becoming otherwise available to any third party, or as a result of unsuitable storage of the password eBrókerház Zrt. shall deem orders received with the Client's secret password previously provided to the Client by eBrókerház Zrt., as orders submitted by the Client.
- (e) The Client hereby agrees and undertakes to immediately inform eBrókerház Zrt. of any access to the Account by a user unauthorised by the Client and/or of any violation and/or damage to privacy and/or to the security of the trading platform made available by the Company.
- (f) eBrókerház Zrt. shall not be liable for any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high network (Internet) traffic demand, security breaches and unauthorised access, and other similar computer or mobile communication problems and defects
- (g) eBrókerház Zrt. does not represent, warrant or guarantee that the Client will be able to access or use the Online Trading Platform at all times or all locations of its choosing, or that eBrókerház Zrt. will have adequate capacity for the online trading platform in any geographic location, or that the online trading platform will provide uninterrupted and error-free service. The Parties agree that the occurrence of any errors or defects, disruption in operation, stoppage, interruption in communication or any other anomaly preventing or limiting access to the trading platform, is qualified as impracticability/impossibility in relation to which neither Party is liable.

- (h) eBrókerház Zrt. shall not be responsible for any loss and/or damage of any kind caused to the Client as a result of use of the Account by others, whether or not with the Client's knowledge.
- (i) The use of the online trading platform and the information services given to the Client are at the Client's full and sole responsibility and the Client hereby confirms that he is aware of all the risks resulting from the method of providing and using the information services through the internet.
- (j) The Client shall not use any software for the purpose of automatic trading on his Account. In addition, the Client shall not use or allow the use of the computer with which the Client is performing Transactions on the Account in any manner obstructing or interfering with the regular and ordinary carrying out of such Transactions as contemplated by eBrókerház Zrt. The Client is liable for any losses and damages arising from any use of the online trading platform, which use is contrary to the intended purpose of such platform, if such use prevents and/or manipulates the operation of the Online Trading Platform in any way whatsoever particularly the uploading of any computer virus (or any other harmful actions to be performed) or in any other way. The Client, is particularly required to hold harmless and indemnify eBrókerház Zrt. in accordance with the rules relating to the assumption of debt from any payment obligation which may arise out of or in connection with the improper use of the online trading platform against any third party.
- (k) eBrókerház Zrt. calls the attention of the Client that the online trading platform is fully automated if no malfunction of any kind occurs in its operation, accordingly, the Client shall ensure that the orders and any other related actions made by the Client are recorded and performed correctly and professionally, particularly considering that by means of the online trading platform certain orders are immediately recorded and fulfilled due to the fact that immediate transmission of such transactions is irrevocable. In the light of the foregoing, the Company is not aware of the Client's intentions relating to the types of transactions and the timing of said transactions the Client intends to make before such transaction is recorded on the online trading platform; furthermore, the transactions are initiated by the Client; thus, the Client is required to obtain preliminary information from eBrókerház Zrt. The Client hereby declares that he is aware of the financial instruments being the subject of the services, and eBrókerház Zrt. has fully informed the Client relating to the financial instruments, as well as of the risks that may be considerably and even several times higher than the risks associated with traditional capital market products and transactions. The Client declares that eBrókerház Zrt. has provided detailed information to the Client in relation to the rules of the operation of the services provided hereunder and the related Trading Agreement, eBrókerház Zrt. has advised the Client that it is the Client's responsibility to know about the market selected by the Client and to comply with its rules and regulations (i.e. period of trading, types of orders etc.); eBrókerház Zrt. has provided opportunities for the Client to ask any questions or make any comments relating to the above, in relation to which questions the Client has received satisfactory answers from the Company. By the execution hereof, the Client acknowledges that he is aware of the functionality of any services, websites and contact details used by him. The Client is required to obtain detailed information about the services provided by the Company hereunder and the related Trading Agreement; the Client is particularly required to review the user manual and/or to participate in free instructions before submission

of an order/transaction request.

- (l) The Client is aware of the fact that in the course of the use of the service provided hereunder and the related Trading Agreement, familiarity with professional investment terms is a must for the Client, and eBrókerház Zrt. shall not assume any liability for any loss or damage arising out of or in connection with the lack of such knowledge. It is possible that certain functions of the online trading platform are available only in the English language, in which case the concerned internet surface contains professional expressions in the English language. The Client takes note that eBrókerház Zrt. shall not undertake any liability for any loss or damages arising from the Client's lack of sufficient knowledge of the English language and/or the technical terms.
- (m) eBrókerház Zrt, with regard to the Client's obligations to obtain information, shall provide an opportunity to the Client, during the term of this Trading Agreement, to ask questions relating to the operation of the services provided hereunder and the related Trading Agreement, before the recording of any transactions from eBrókerház Zrt., via telephone in the course of an officially recorded conversation, which questions eBrókerház Zrt. shall promptly answer. The Client shall be liable for any and all loss or damages arising from Client's failure to ask such questions.
- (n) eBrókerház Zrt. calls the Client's attention to the fact that any information provided by eBrókerház Zrt. – unless stipulated otherwise – shall not be qualified as trading proposal, investment advice, financial or market analysis or any other advice, but such information in itself (without further information or consideration of the Client's own circumstances) is insufficient to support investment decisions. Individual circumstances, particularly but not exclusively include the financial instruments available to the Client, the Client's risk tolerance and willingness, the Client's currently open position and the cover available to the Client. The Client shall make the Client's own decision to use or disregard information on financial instruments, and after such decision has been made, it is the Client that is required to take the necessary steps and make the declarations required for the conclusion of the specific transaction. eBrókerház Zrt. shall not be liable for any decisions made by the Client on the basis of the information or for their failure to do so.
- (o) The Client is not entitled to decompile or copy the information code of the online trading platform or misuse or to use the system or any element thereof for any purpose other than the purpose described in the Trading Agreement.

## 12. Entire Agreement and Amendments

- 12.1 This Trading Agreement – including the Annexes and any other document referred to herein, shall form a part of the legal relationship to be established hereunder, including, in particular but not limited to the related Client Account Agreement, the Company’s General Terms of Business as well as other regulations and announcements made available for the Client by the Company on its website or otherwise shall constitute the entire agreement between the Parties hereto and supersede any and all prior agreements or understandings among the Parties with respect to the subject matter hereof. The parties declare that they do not intend to consider their previous legal statements in relation to the interpretation of this Agreement.
- 12.2 eBrókerház Zrt. – in accordance with the provisions of the Company’s General Terms of Business – may amend this Agreement for good cause on seven (7) days prior Notice to the Client (unless any other section allows a shorter notice period or there is no notice requirement stipulated at all).
- 12.3 eBrókerház Zrt. reserves the right to amend this Trading Agreement as necessary for any of the well-founded reasons specified below: (i) any change of major significance that has an effect on share markets or the share markets in general; (ii) any change occurring in the operation or services of eBrókerház Zrt; (iii) any change affecting the financial or capital market, in general; (iv) any change in the legal regulation related to the activity of eBrókerház Zrt; (v) for any other reason specified in the General Terms of Business of eBrókerház. The Client explicitly states that he accepts eBrókerház Zrt’s right to amend this Agreement at its sole discretion. The rules of the unilateral contract amendment are covered in the Company’s General Terms of Business.
- 12.4 This Agreement may be amended only in writing or in electronic form, which is valid only with the signature of the duly authorised representative of eBrókerház Zrt., or in the case of contract amendment according to Section 13.3, by publishing a notice on the website of eBrókerház Zrt.
- 12.5 The content of the legal relationship between the Parties shall change irrespective of the Parties’ will if the legislation governing the legal relationship and other regulatory environment independent of the Parties changes. The change, as of the date of its entry into force, as an external legal environment independent of the Parties, is also valid with respect to the legal relationship of the Parties.

## 13. Assignment

eBrókerház Zrt. may transfer its rights and/or obligations arising from this Trading Agreement and all Transactions by notifying the Client in compliance with the relevant legal obligations.

#### 14. Severability

If any provision of this Trading Agreement or its application is found invalid, unlawful or unenforceable in any way with respect to a particular person or circumstance, it shall not affect the remaining part of this Agreement or its application, which shall continue to be enforceable to the fullest extent permitted by law.

#### 15. Communications

The Client represents that he has continuous Internet access. The language of the written communications shall be Hungarian and/or English.

By the execution of the Trading Agreement, the Client explicitly grants his consent to eBrókerház Zrt. to perform its obligation to provide information prescribed by law, which information may not contain any personal information, data, securities secret or any other secret protected under law relating to the Client on the webpage accessible via <http://www.ebrokerhaz.hu/>. eBrókerház Zrt. shall notify the Client by electronic means of the website address, indicating where exactly the specific information is available on the webpage. The Parties lay down that providing information by such means shall be considered as a form of communications between the Parties.

Report(s) and any Notice(s) hereunder may be transmitted to the Client to the email address specified by the Client when registering on the Company's website, or it may be sent to that mailing address, which the Company provided in other part, in the course of client identification procedure by eBrókerház Zrt., or to any other provided by the Client to eBrókerház Zrt. All communications between the Client and eBrókerház Zrt. shall be deemed delivered at the time of delivery of the communication, if they were sent by e-mail, fax, or by hand delivery, or through the online trading platform made available by the Company. In case of delivery by post, the notice shall be deemed to have been delivered within two (2) working days if it is sent to an address within the territory of Hungary, and within five (5) working days if the delivery takes place outside the territory of Hungary.

By the execution hereof the Client explicitly agrees that the communication to the Client is primarily through the online trading platform made available by the Company, through the notices published on the website made available by eBrókerház Zrt ([www.ebrokerhaz.hu](http://www.ebrokerhaz.hu)), and by electronic means, using the e-mail address specified by the Client.

**The official e-mail address of the Company:** [info@ebrokerhaz.hu](mailto:info@ebrokerhaz.hu)

The Parties declare that any communication sent in an electronic format from the Client's email address shall be deemed to have been sent by the Client, unless otherwise proven, and shall be deemed as a legal statement/declaration made by the Client and it shall be handled as such.



In addition to this, the Parties also agree that an individual contact person shall be designated to each Client, whose, name and contact details (telephone number, email address) shall be provided to the Client. The Client states that he is aware of the fact that the contact person is not entitled to make any offers in excess of the promotions published by the Company.

## 16. Tied Agent

eBrókerház Zrt. may hire a tied agent in relation to the services to be provided by it.

Any tied agent established in a Member State of the European Economic Area will be registered with his competent supervisory authorities. eBrókerház Zrt. reserve the right to engage additional tied agents in relation to the provision of its services in any Member State of the European Economic Area. In such a case, eBrókerház Zrt. shall inform the Clients either at the execution hereof or in the course of the registration procedure, or in the case of already existing Clients, through the website made available by eBrókerház Zrt. The Company's General Terms of Business contain detailed information relating to the legal status and representation rights of tide agents.

## 17. Recording of communication

17.1 The Client acknowledges that (at least) the telephone conversations and exchange of electronic messages between the Client and eBrókerház Zrt. which result or may result in a Transaction will be recorded as prescribed by law, and the Company shall retain them in its records for five (5) years from recording (or for a period of maximum seven (7) years if prescribed by the Regulatory Authority. The Client acknowledges that the Company shall make available the copy of the telephone and electronic conversations conducted with eBrókerház Zrt. upon request; at the same time, the Company is also entitled to use the recorded communication in the course of taking evidence when judging disputes.

17.2 The Company's General Terms of Business shall apply to the keeping and destruction/deletion of the audio recording materials.

## 18. Law and Jurisdiction

18.1 This Agreement shall be governed by the laws of Hungary and the provisions hereof shall be interpreted according to the Hungarian legislation. Any legal relationship to be made between the Client and eBrókerház Zrt. shall be governed by the provisions of the Investment Services Act, Capital Market Act, Money Laundering Act, Civil Code, Gov. Decree no. 284/2001 (XII. 26.) on the method of generation and transfer of dematerialised securities and the relevant safety requirements, and on the requirements regarding the opening and management of securities account, central securities account and account for customers

and other relevant laws, the General Terms of Business and Schedule of Fees of eBrókerház Zrt., and in the case of trading on international trading platform, the rules applicable to the specific international platform, with the derogations specified in certain agreements.

The terms used in the contracts shall be understood with the content specified in the legal acts and regulations indicated in the above section, the Client may ask questions about them, in which case he shall receive information from eBrókerház Zrt.

The Client declares that eBrókerház Zrt. has informed him/her of the General Terms of Business of eBrókerház and the appendices thereto, including, in particular the Fee Schedule, the Client has obtained understanding thereof and acknowledges them binding upon himself, and he also declares that he enters into this Agreement in the light of the above documents.

18.2 Both eBrókerház Zrt. and the Client agrees that the Hungarian ordinary courts shall have non-exclusive jurisdiction with respect to any disputes or claims which may arise out of or in connection with this Trading Agreement or any Transaction, and accordingly, eBrókerház Zrt. and the Client shall submit to the jurisdiction of the Hungarian courts; nevertheless, the Client acknowledges and agrees that eBrókerház Zrt. may commence proceedings for the recovery of any amount due to it from the Client in any appropriate jurisdiction.

## 19. Language

This Agreement may be concluded in the Hungarian, the Czech or the English language.

## 20. Exemplary Agreement

In line with previous sections hereof, eBrókerház Zrt. shall also publish its contracts in languages other than Hungarian on its webpage. If there is any discrepancy between this Agreement in the Hungarian language and that of the versions published in other languages, then the Parties shall consider the Hungarian version prevailing.

### Closing and miscellaneous provisions

The Client declares that he/she has read this Trading Agreement and its annexes, obtained understanding thereof and acknowledges them binding upon himself/herself.

The Client also declares that:

- he/she has full legal capacity and full authorisation to give order for any financial agreement specified in this Trading Agreement,
- if he/she is not qualified as a natural person, duly registered and under the laws of the governing jurisdiction of its organisation and holds any and all resolutions and/or licenses required under its certificates of incorporation and law to execute this Trading Agreement and any Transaction made pursuant thereto, to give order for the Transaction, and each **person** giving the order may act on behalf of the Client;
- by the performance hereof, he/she shall not violate any effective law, statute, regulation, ordinance, by-law, his own policy, agreement concluded by him, other obligations, binding court decisions or other rules applicable to the Client.

**Budapest, 31 March 2021**

**eBrókerház Zrt.**

**RISK DISCLOSURE STATEMENT**  
**in relation to foreign transferable securities**

eBrókerház Befektetési Szolgáltató Zártkörűen Működő Részvénytársaság (registered office: 1072 Budapest, Rákóczi út 42.) (hereinafter: **eBrókerház Zrt. or Company**) provides the risk disclosure statement with the content set out herein in connection with the transactions concerning transferable securities issued in a foreign country, with the stipulation that beyond the risks specified herein the foreign security trading transactions may also imply other risks, and the Client shall be liable for making enquiries in connection with such risks. eBrókerház Zrt. shall not be liable for any damages arising from the occurrence of risks other than those included in this statement.

At the establishment of this legal relationship and at the execution of the Trading Agreement related to foreign transferable securities set out herein. Use of the investment services to be provided by the Company is subject to the acceptance of this Risk Disclosure Statement.

The Client is required to take into account the risk elements included in this information before placing any individual orders to be given to the Company for the conclusion of transactions in foreign transferable securities, and shall use the Company's foreign transferable securities trading service in the awareness of the risks included in this statement.

Trading conditions, regulations and standards on foreign stock exchanges or other securities markets that differ from the regulations of the Budapest Stock Exchange and the trading conditions applied there (especially regarding certain types of orders, validity of orders, trading size or even price limits, etc.), and Additional requirements may apply compared to Hungarian regulations, and the rules for the given stock exchange or other securities market – in the form of an announcement or otherwise – are available on the official website of the relevant stock exchange or other securities market. On certain foreign stock exchanges and other securities markets, different foreign exchange limits are applied, and in some markets there are no daily exchange rate restrictions or no suspension limit is used, so the foreign transferable securities owned by the Client may be devalued even in a single day.

The trading time of transactions to be concluded on a foreign stock exchange or other securities market differs from the usual trading time on the domestic market.

In foreign stock exchanges and other securities markets, the price of certain securities may be unusually volatile, and as a result there is a significant price risk characterising transactions in foreign transferable securities.

In addition to factors inherent in the general political, economic and regulatory environment (specific to the given market), the prices of foreign transferable securities are also influenced by individual factors inherent in the operation of the given securities issuer or related to its activities, i.e. not only large-scale, generally negative market changes, but individual changes occurring in the operation of the given issuer may also result in adverse price changes (price falls), and hence in capital loss. In addition to the already significant price risk, securities of small value shall carry a higher-than-average risk in this regard.

In the case of trading in foreign transferable securities, foreign stock exchanges or other securities markets, it is necessary to pay close attention to economic and/or corporate events and economic news that may have an effect on the price of the security covered by the given order. In the course of trading in foreign securities, in respect of the foreign securities constituting the subject of such trading corporate events may occur which may impose financial liabilities on the Client – in a manner deviating from the ordinary course of business – in connection with the alienation or holding of the securities and/or relating to the rights and obligations connected to the same. The Company shall be entitled to debit such liabilities to the Client’s account in connection with the transferable securities owned by and due to the Client (in connection with their acquisition or sale). It is absolutely necessary for the Client to be constantly informed about such corporate events.

In the case of transactions concluded on foreign stock exchanges or other securities markets it is essential to have an adequate proficiency and knowledge of the relevant foreign language, since information on the trading rules used by the individual stock exchanges and applying to the individual issuers, and economic and corporate events is in most cases not available in Hungarian, only in foreign languages.

Demand for some transferable securities may change significantly or cease entirely, and as a result it may become impossible to sell the given transferable securities (e.g. delisting, suspension of trading, nationalisation, bankruptcy, etc.).

In the case of investments implemented on the international capital markets, in addition to exchange rate risk, the risk arising from exchange rate movements shall also be taken into consideration.

In the case of securities denominated in a foreign currency, or if the settlement currency of the transaction is different from the currency of the client and/or securities account, the gain or loss achieved on the transaction may be significantly affected – besides changes in the price of the given security – by changes in the exchange rate of the currency. In case there is an adverse change in foreign exchange rates for the Client – even if the value of the securities expressed in their own currency has increased – there is a risk of loss, which loss is to be borne by the Client.

The Company shall credit the amount and securities due to the Client on the client account and/or the securities account of the Client on the basis of the performance of a foreign stock exchange and foreign securities distributor. The risk arising from failure to do so shall be borne by the Client, and the Company shall refuse to assume liability for the non-performance of a third party.

Due to the factors specified in the previous sections, transactions to be concluded with securities issued abroad or transactions on foreign stock exchanges or other securities markets involve an increased risk, careful and well-founded decision-making is required.

Should you have any question, please do not hesitate to call our Customer Service on +36-1-880-8404.

**eBrókerház Zrt.**

**RISK DISCLOSURE STATEMENT**  
**in connection with using an online trading platform**

**eBrókerház Befektetési Szolgáltató Zártkörűen Működő Részvénytársaság** (registered office: 1072 Budapest, Rákóczi út 42.) (hereinafter: the **Company** or **eBrókerház Zrt.**) provides the risk disclosure statement with the content set out herein in connection with the use of the online trading platform made available by it, with the stipulation that the Company states that it is not possible to give detailed information on all IT- and other risks related to the use of the system even with the most careful procedure possible. eBrókerház Zrt. shall not be liable for any damages arising from the occurrence of risks other than those included in this statement.

The risk warnings contained in this document are expressly accepted and undertaken by the Client upon the establishment of the legal relationship and at the execution of this Trading Agreement. Use of the investment services provided by the Company is subject to the acceptance of this Risk Disclosure Statement.

The Client is required to take into account the risk elements included in this information before placing any individual orders to be given to the Company via the online trading platform and to use the online trading system made available by the Company in the awareness of the risks identified in this statement.

The Client takes note that the use of the online trading platform made available by the Company entails an increased risk, and the Client, in the context of increased risk, expressly acknowledges the following:

1. It is the Client's sole responsibility to ensure that any user equipment (hardware) it uses for trading is suitable for running the trading platform made available by the Company, the device used and the runtime environment (especially the operating system) the trading system made available by the Company meet the system requirements of the trading platform and all technical conditions are provided to the use (including intrusion protection, firewall, etc.). The Client acknowledges that the technical conditions on the user side must be provided by the Client and the resulting risk of damage must be borne by the Client.
2. A high-quality, reliable and continuous Internet connection is essential for the smooth operation of the trading platform, the Client shall be fully liable for the management of the trading risks arising from data connection errors and Internet disconnections; eBrókerház Zrt. shall refuse to assume liability in connection with the internet service, internet access, network- and data connection errors, which liability preclusion is explicitly acknowledged and accepted by the Client. The Client takes note that even though the Internet is fundamentally reliable, technical problems may occur due to its structure, and the Internet poses a risk to the user, which may hinder or delay the conclusion of transactions through the trading platform made available by the Company. The Client acknowledges and expressly agrees that the he shall bear risk and liability related to the internet use and risks inherent in the Internet.

3. The Client shall be solely liable for the consequences and damages arising from the lack of knowledge about the use of the trading platform made available by the Company, and for those resulting from the wrong or incorrect use of functions, and at the same time he shall study the user manual of the trading platform made available by the Company as well as to take it into account continuously when applying the trading platform made available by the Company.
4. Trading through the online trading platform made available by the Company may only take place with the Client's personal act, i.e. the Client shall not be entitled to hire a proxy to act on behalf of the Client when trading on the online trading platform made available by the Company.
5. The trading platform made available by the Company may be used by the Client with a username and password, which username and password (hereinafter collectively: identification data) must be kept secret, kept and handled with the utmost care and he may not disclose them either to the company or to any third parties. the Client takes note that in the case of loss or obtainment of the identification data by unauthorised third parties by any other means, there is a risk of unauthorised access to the account maintained by the Company, therefore, in the event of the above circumstances, the client shall immediately notify the Company. The Client is aware of the fact and expressly accepts that the Client shall bear exclusive liability for damages resulting from the disclose or making available of the identification data to a third party, either by act or omission, their improper storage and, consequently, for any damage arising from unauthorised access to the system, the Company, as a commission agent, expressly precludes its liability for consequential damages. The Client acknowledges that eBrókerház Zrt. considers all orders given with the Client's identification data on the trading platform made available by the Company to be orders from the Client, thus the profit and loss arising from the order will be obtained or suffered by the Client, or he is to wear the resulting loss accordingly.
6. eBrókerház Zrt. shall not be liable for any technical problems, system errors or malfunctions, failures of telecommunication lines, malfunctions and errors of equipment or software, difficulties of entering the system, system capacity issues, high network (Internet) traffic, security protocol violations, for unauthorised access and for any other computer or mobile communication errors or omissions. The Client expressly acknowledges the exclusion of liability in relation to all this above.
7. eBrókerház Zrt. does not represent and warrant that the Client will be able to log on or use the trading platform made available by the Company at any time and place, or that the trading platform made available by the Company will operate without interruption or error, and the Client takes note that the Company has not undertaken any obligation of availability in connection with the trading system made available by it. The Client explicitly agrees that an error, malfunction, outage, communication failure or other similar phenomenon that prevents or restricts access to the trading system made available by the Company is an impossibility for which neither the Client nor the Company is liable.

8. eBrókerház Zrt. does not undertake any guarantee for the quality, reliability, up-to-dateness or security of the trading platform made available by it. eBrókerház Zrt. shall not be liable for any damage resulting from the malfunction or inadequate operation of the trading system made available by it, or from its partial or inadequate operation of certain functions, stoppage or use of the trading platform or from unsuitability for use, with especial regard to the fact that the service provider operating the trading platform made available by the Company has precluded its liability concerning the operation of the trading system and the Company provides the access to the trading platform made available as a service free of charge. The Client takes note of the disclaimer and explicitly accepts it.
9. The Client may only make enquiries about transactions concluded through the trading platform made available by the Company through this trading platform, and the Company shall not provide any individual notification system beyond the functions available in the trading system made available by it. It is the Client's own responsibility to receive the notifications of eBrókerház Zrt. and the system messages through the trading platform made available by the Company as well as the monitoring of invoices, transactions and system messages, for which logon to the system is an essential requirement.
10. The operation of the trading platform made available by the Company, unless there is no disturbance of any kind in its operation, is fully automated, thus the recording and entry of orders and all necessary operations must be performed accurately and professionally by the Client, taking into account the fact that the orders placed by using the trading platform made available by the Company venue may even be immediately recorded and transmitted and they may be irrevocably executed at the place of transmission.
11. The market rates displayed by the trading system made available by the Company and the actual exchange rate of the transaction(s) may differ, taking into account that the transactions may take place under the current market demand and supply conditions at the time of the transaction.
12. Some elements of the trading platform made available by the Company may contain English terms, therefore knowledge of the English language may be required to use the system. The liability for consequences and damages arising from insufficient knowledge of the language shall be borne by the Client.

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**eBrókerház Zrt.**



## Definitions

“**Trading Account**” or “**Client Account**” shall mean the client account of the Client, related to this Trading Account, mentioned by Section 4 (2) 69 of the Investment Services Act and referred to by Section 5 (1) 130 of the Capital Market Act, whose terms are contained in the Client Account Agreement concluded by the Client and eBrókerház Zrt.

“**Client Account Agreement**” shall mean an agreement concluded between the Company and Client on opening and keeping a client account, according to which the Company shall keep the client account for recording the Client’s funds.

“**Securities Account**” shall mean the securities account mentioned in Section 4 (2) 26 of the Investment Services Act, to be opened by eBrókerház Zrt. for the Client in order to keep records on the dematerialised securities owned by the Client and on the related rights that have become the property of the Client in the course of the Company’s investment service activities hereunder, or if it is possible under the Company’s General Terms of Business, they have been transferred by the Client to its securities account kept with the Company.

“**Business Day**” means a day on which banks are open for business in Hungary.

“**Investor Protection Rules**” mean the provisions specified in Chapter 9 of the Company’s General Terms of Business, under the same chapter title.

“**Client Money Rules**” means the client money rules set out in the Company’s General Terms of Business, chapter under title „Protection of Client Claims”.

“**Service Costs**” shall mean all management fees, commissions and fees charged by eBrókerház Zrt. in connection with this Trading Agreement and any Transaction entered into on the basis thereof, as well as the related Client Account Agreement.

“**European Economic Area**” means the Member States of the European Union (Austria, Belgium, Bulgaria, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the United Kingdom) as well as Iceland, Liechtenstein and Norway.

“**Financial Markets**” means international financial markets in which currency and other financial assets exchange rates are determined in multi-party trade.

“**Collateral**” means the term defined in the Company’s General Terms of Business.

“**Regulatory Body**” means the Hungarian National Bank (address: 1013 Budapest, Krisztina körút 39.; mailing address: H-1534 Budapest, BKKP Post box: 777, Hungary; website: [www.mnb.hu/felugyelet](http://www.mnb.hu/felugyelet).)

“**Opening of a Transaction**” means the opening of a Transaction by the Client through the online trading platform made available by the Company.

“**Market Order**” means the order for the prompt purchase or sale of a financial instrument at the best price currently available in the market.

“**Pending Order**” means an order for the future purchase/sale of a specific quantity of some financial instrument, provided that the price of the financial instrument reaches the price level specified in the order. Limit Orders and Stop Orders are regarded as Pending Orders.

“**Limit order**” means the order for the purchase or sale of a financial instrument at a specified limit price or a better price and in a specified volume.

“**Stop Order**” means an order for the purchase of some financial instrument above the current market price, or its sale

below the current market price, which order will be activated when the market price exceeds, or respectively falls below, the set price level. When the activation price is reached, these orders are executed as market orders.

“**Stop Loss Order**” means an order to close out or, as the case may be, to open a position if the market price reaches an indicative price, which is less favourable than the indicative price in the market at the time of placing the order.

“**Take Profit Order**” means the order for the closing out of a position if the position reaches the profit level preliminarily indicated upon submitting the order.

“**Short Selling Transaction**” means an order for the sale of transferable securities where the transferable securities constituting the subject of the transaction are not owned yet by the Client (i.e. he/she has not purchased them yet previously).

“**Investment Services Act**” means Act CXXXVIII of 2007 on Investment Firms and Commodity Dealers, and on the Regulations Governing their Activities.

“**Capital Market Act**” means Act CXX of 2001 on the Capital Market.

“**Civil Code**” means Act V of 2013 on the Civil Code.

“**Money Laundering Act**” means Act LIII of 2017 on the Prevention and Combating of Money Laundering and Terrorist Financing.

**eBrókerház Zrt.**

### Collateral Security over Accounts Agreement

By the execution hereof, the Parties shall arrange collateral security to secure all claims of eBrókerház Zrt. outstanding against the Client which arise from the legal relationship aiming at the use of investment and ancillary investment services on the Client's funds recorded on his Securities Account the securities account claim and any financial instrument specified in Section 6 of the Investment Services Act whether it became the property of the Client before or after this Trading Account. The subject of the security shall be, in particular, but not exclusively, the balance of the Client's Account and any financial instrument recorded on the Client's Account. Gains from the collateral security shall determine the legal destiny thereof. The collateral security shall be used to cover the claims of eBrókerház Zrt. arising from the services provided to the Client under any existing or future contract for the provision of investment services and/or ancillary services. The claims secured by the collateral security shall cover the liabilities borne by the Client against eBrókerház Zrt. arising in connection with keeping the account, using services based on the Schedule of Fees, obligation to pay interests, costs and commissions, fees related to transfer or other payment method, amount of the margin applied by the Company, amounts of the damage caused to eBrókerház by the Client by breach of contract or out of the scope of the contract and the amount of the charges thereof, including liabilities and costs arising from and in connection with any forced acquisitions or sales; claims of third parties against eBrókerház Zrt. due to the Client's activity or omission, and the Client's payment obligation to eBrókerház Zrt. in case of loss of the transaction; and interest on arrears, penalties, the costs of enforcing claims and collateral security and the necessary costs for the subject of the collateral security.

The Parties agree that by opening the right of satisfaction, eBrókerház Zrt. may exercise its right of satisfaction directly, taking into account market conditions, and may sell the object of collateral security on behalf of the Client without prior notice to the Client. During the enforcement of the collateral security and in the case of direct satisfaction, the client account claim shall be taken into account at the value valid at the effective date of the right to satisfaction, and the other financial instrument at its public market value, in the absence thereof, it shall be considered at the value determinable at the specific date, independently of the parties. In the case of financial instruments that do not have a publicly quoted market price, sales are made using a market price offer.

After the enforcement of the collateral security (sale of the object of the collateral security), eBrókerház Zrt. shall bear an obligation to settle the accounts without delay, but not later than within three business days. eBrókerház Zrt. shall credit the amount exceeding the claim of eBrókerház Zrt. from the purchase price of the financial instrument received during the enforcement of the security interests on the client account of the Client.

At the sales – based on the decisions of eBrókerház Zrt. – the financial instruments, that are the easiest to receive to be freely used. Out of the Client's assets serving as collateral security, eBrókerház Zrt. may sell an amount that will provide the returns of its claim.

In the case of any client qualified as a Consumer, the rules of the collateral security shall apply with the following supplements: In the case of financial instruments without publicly quoted market prices, the method of valuation is: the actual purchase price, but at least fifty (50) percent of the average OTC price that can be determined at the time of the

sale; in the absence of an identifiable OTC average price, twenty-five (25) percent of the nominal value; in such a case, the financial asset may not be taken into account in the settlement at a value lower than the price determined in the above valuation method. In the case of direct satisfaction, the Parties agree that the Company shall sell the subject of the collateral security as if the Client has given an order to sell the asset in accordance with the Company's Execution Policy. The parties may determine the upper limit (limit amount) of the secured claim in a separate agreement, in the absence of an express amount specified in such a separate agreement, the amount of the secured claim shall not exceed HUF 100,000,000 (one hundred million Forints) or the equivalent amount in foreign currency.

In addition, in the case of a consumer, the subject of the collateral security shall be the total balance freely available on the Client's account after the conclusion of the Collateral Security Agreement, and all available financial assets owned by the Client at the time of concluding the Collateral Agreement or thereafter.

Invalidity of any provisions of this Agreement hereof shall not affect the validity of the remaining terms hereof.

**eBrókerház Zrt.**