



**Special terms and conditions of the *Invite friends* program
of XTB S.A. German Branch and XTB S.A.**

Status: 21.06.2024

Please note that **this text is a courtesy translation**. The German version of this document is the official and authoritative version. Any discrepancies in the translation are not legally binding and do not affect the interpretation of the original German text.

§1

GENERAL PROVISIONS

1. Whenever reference is made to something in these special terms and conditions:
 - a. **Program** - means the "Invite friends" program,
 - b. **Special Terms and Conditions** - mean the present terms and conditions of the "Invite Friends" program;
 - c. **Organizer or XTB** - it is XTB S.A. with its registered office at Prosta 67 in Warsaw, Poland, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, Commercial Division XIII of the National Court Register, under KRS number 0000217580, operating under a license issued by the Polish Financial Supervision Authority (KNF);
 - d. **Referrer/Recommender (hereinafter referred to as the Referrer)** - Customer who meets the requirements of these Special Terms and Conditions and who invites friends - potential customers - to the "Invite Friends" program;
 - e. **Friend** - is a natural person who receives the Referral Link and meets all the requirements set out in clause 3(4).
 - f. **Client** - a natural person with whom XTB has concluded a contract;
 - g. **GTC** - are to be understood as the general terms and conditions for the provision of services consisting of the execution of orders for the purchase or sale of property rights and securities as well as the management of property and cash accounts by XTB;
 - h. **Account** - is to be understood as an investment account that is set up and managed for the customer in accordance with the provisions of the GTC;
 - i. **App** - refers to the XTB investing app provided by XTB, which is available in the AppStore or on Google Play;
 - j. **Website** - this refers to the XTB website at <https://xtb.com/de>;
 - k. **Landing page** - the web page created for the program to which the personal referral link leads;
 - l. **Reward** - is the cash payment or a share transferred by XTB to the referrer's or friend's account managed by XTB in the equivalent of EUR 15;
 - m. **Fractional Share** - is a fiduciary right acquired by XTB to fractions of shares and ETFs. Fractional shares are not a separate financial instrument. The limited company rights are associated with fractional shares. The product is risky. Familiarize yourself with the KID on the website (<https://www.xtb.com/de/rechtliche-informationen>);
 - n. **Agreement** - An agreement on the execution of orders to buy or sell property rights, to maintain property rights and cash accounts, which sets out the conditions for the execution of transactions in financial instruments through a trading account, together with all annexes thereto;



- o. **Registration Form-** means the online form for opening an account with XTB, available on the website <https://www.xtb.com/de/live-account>;
 - p. **Act on Personal Income Tax (Act on PIT)** - this is the Polish Act on Personal Income Tax of July 26, 1991;
 - q. **Tax resident** - should be understood as a natural person who is resident in the territory of Poland and is subject to unlimited tax liability there;
 - r. **Non-resident taxpayer** - shall be understood as a natural person who is not resident in the territory of Poland.
- 2. The program applies to clients of XTB branches in Spain, Portugal, Germany, Slovakia and the Czech Republic.
 - 3. Before participating in the Program, the Referrer and Friend are required to familiarize themselves with and accept the Special Terms and Conditions. Participation of the Referrer and the Friend in the Program is tantamount to acceptance of the Program terms and conditions set forth in these Terms and Conditions.
 - 4. By participating in the program, the referrer and the friend confirm that he/she is participating voluntarily.
 - 5. This program is neither an investment recommendation nor information recommending or suggesting an investment strategy within the meaning of Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (Market Abuse Regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Directives 2003/124/EC, 2003/125/EC and 2004/72/EC and within the meaning of Commission Delegated Regulation (EU) 2016/958 of 9 March 2016 supplementing Regulation (EU) No 596/2014 of the European Parliament and of the Council with regard to regulatory technical standards for the objective presentation of investment recommendations or other information. March 2016 supplementing Regulation (EU) No 596/2014 of the European Parliament and of the Council with regard to regulatory technical standards on technical arrangements for the objective presentation of investment recommendations or other information recommending or suggesting an investment strategy and for the disclosure of particular interests or indications of conflicts of interest. Furthermore, this promotion does not constitute other advice, including investment advice within the meaning of the law [specify local commercial law]. The granting of a bonus to the customer does not constitute a recommendation for the further purchase of certain shares.

§2

PROGRAM PARTICIPANTS

- 1. The Referrer and the Friend must be another natural person who is resident for tax purposes in the European Union. The referrer and the friend must come from the same branch.
- 2. The Referrer and the Friend must meet the requirements set out in the General Terms and Conditions (GTC).
- 3. The referrer and the friend must have the latest version of the app.

Advertiser

- 4. The referrer must already be an XTB customer and have made a deposit equivalent to at least EUR 250 during their time as a customer.
- 5. If the advertiser fulfills the above requirements, they can create the invitation link in the app.



Friend

6. A friend can be a person who was not or is not a customer of XTB before the start of the program.
7. The customer can only participate in the program once as a friend.

§3

PROGRAM CONDITIONS

1. The program is valid from 25.06.2024 at 00:00 to 09.08.2024 at 23:59 German time.
2. The program is intended for personal and non-commercial use only.
3. Prerequisites for participation in the program as a referrer are:
 - a. The referrer generates a personal invitation link in the app. The referrer can send this to friends. The advertiser may not publicly distribute the personal invitation link or have it distributed. Distribution is public if the advertiser uses communication channels and media without individual reference (e.g. YouTube, WhatsApp groups, podcasts, messenger channels, mass emails, online forums, Instagram, TikTok, voucher websites);
 - b. The referrer can invite a maximum of 10 friends. A person is considered invited when they complete the form on the landing page, regardless of whether they meet all the conditions of the program.
 - c. The referrer will only receive the reward if the friend meets all the conditions of the program and is entitled to their own reward.
4. Prerequisites for participation in the program for a friend are:
 - a. In order to participate in the Program and be eligible to receive the Reward, you must enter into a valid Brokerage Services Agreement with XTB, deposit any amount of money into the Account within the Program Period and comply with the terms of these Special Terms and Conditions and the GTC.
 - b. XTB may refuse to conclude the contract in accordance with the GTC and at its reasonable discretion.
 - c. After receiving the invitation link, the friend must fill out the form on the landing page with their e-mail address and then fill out the registration form with the same e-mail address.
 - d. The friend must authorize XTB to disclose information about his account and the fact of the first deposit to the person whose referral link he used to participate in the program, which is in accordance with professional secrecy.
 - e. A friend can only receive one bonus, regardless of the number of accounts or sub-accounts set up.
 - f. All steps should be taken before the end of the program mentioned in clause 3 (1).
5. If all requirements for participation in the program, as stated above, are met, the referrer and the friend will receive the reward. The reward will be credited to the customer's account. If the reward is transferred in the form of a share, a deposit will first be made into the account and a transaction to purchase the share will be completed automatically. A 0.5% revaluation charge may apply. Due to market fluctuations, we may not be able to complete a transaction with an exact value of EUR 15. In this case, the remaining amount will remain on the customer's account as a deposit.



Example:

The customer has a master account in EUR.

XTB initiates a transfer in USD to the client's master account in the amount of the specified premium value.

The currency is converted into EUR. The commission for the currency conversion of the deposit is not charged by XTB.

XTB then orders the purchase of a fractional share for the transferred deposit.

If the currency of the fractional shares is not the same as the currency of the customer's master account to which the premium deposit was ordered, a standard commission of 0.5% will be charged. This is a standard commission for the purchase of shares or fractional shares in a different currency. The commission costs are automatically deducted from the premium deposit.

6. If the customer has a negative balance on their account at the time the bonus is transferred, we cannot grant the fractional share bonus. The bonus will be transferred as a deposit, which will be credited to the customer's account to cover the loss.
7. If all requirements are met, the premium will be transferred within a maximum of 5 working days.
8. The sponsor of the prize is the organizer.
9. The bonus cannot be exchanged for a prize other than the one granted by XTB.
10. In the case of beneficiary tax residents who are natural persons and do not carry out a commercial activity, the program premiums are taxed at 19% in accordance with Article 30(1)(2) of the PIT Act.
11. However, according to Article 22(1)(68) of the Income Tax Act, the value of prizes in competitions and games organized and announced by mass media (press, radio, television), as well as competitions in the fields of science, culture, art, journalism and sport and prizes related to the sale of premiums are exempt from income tax if the one-off value of these prizes does not exceed PLN 2000 (approx. €463.54).
12. As the value of the Award in the Program will not exceed the amount specified in clause 3(11) of these Terms and Conditions, it may be exempt under clause 3(11) above.
13. In the case of beneficiary non-residents who provide XTB with a valid tax residence certificate, the tax will be levied in accordance with Article 30(9) PIT in accordance with the provisions of the relevant double taxation avoidance treaty. Most double taxation avoidance treaties exempt such income from taxation in Poland. If no tax residence certificate is presented, the national regulations on taxation of prizes with income tax apply, as referred to in clauses 3(10)-(12) of these Terms and Conditions.
14. Pursuant to Article 42(2)(2) PIT, XTB, as a tax withholding agent, will issue the IFT-1R information to the distinguished non-residents by the end of February of the following tax year.
15. In the case of non-resident tax beneficiaries, the premium may be taxed under the income tax program in accordance with the local laws applicable in the country of residence of the non-resident tax beneficiary. The organizer assumes no liability for the proper handling of any tax in the country of tax residence by the non-resident taxpayer.

§4

EXCLUSION

1. A Referrer or Friend is not eligible to receive a Reward (or may forfeit a Reward already received) if he or she violates, manipulates or fails to comply with the provisions of these Special Terms and Conditions or violates the rules of this Program.



2. XTB may, at its sole discretion, assess on the basis of objective criteria whether the Referrer or the Friend is in breach of the above provisions, in particular if XTB determines that the Client has reopened the account.

§5

PROCESSING

1. The principles governing the manner in which complaints are submitted and processed can be found in the GTC, which are available on the website (<https://www.xtb.com/de/rechtliche-informationen>).

§6

FINAL PROVISIONS

1. The program terms and conditions are available on the website.
2. In all matters not regulated in these terms and conditions, the provisions of the GTC and the customer contract shall apply.
3. XTB reserves the right to amend these Special Terms and Conditions or terminate the Program at any time during the term of the Program for the important reasons set out in Section 4, subject to the provisions of these Special Terms and Conditions. The Referrer and the Friend will be notified by email of any changes and the amended terms will be published on the Website.
4. Important reasons for terminating the program or changing the terms and conditions include:
 - a. Changes in generally applicable laws that have or may have an impact on XTB's activities, including the services provided by XTB or the treatment of the client;
 - b. The need to adapt the special and general terms and conditions to the applicable law, decisions, guidelines, recommendations or other opinions of supervisory bodies;
 - c. Changes in the interpretation of the law resulting from court decisions, resolutions, recommendations for resolutions or other actions by state authorities;
 - d. the need to adapt the regulations to market conditions, including the supply of competing brokerage houses, technological changes and changes in the way the market operates.
5. In the event of an amendment to the conditions referred to in clause 6(4), the amended conditions shall enter into force on the date of their announcement.
6. XTB has the right to terminate the program at any time and without giving reasons. The information will be published immediately on the website. The termination of the Program shall not apply to the Referrer and the Friend who have fulfilled the requirements of the Program at the time of the notice of termination. It is sufficient for a Friend to complete the form on the Landing Page, provided that he/she has fulfilled all requirements at the time of termination of the Program as stated in clause 3(1).
7. The Organizer accepts no liability for any loss suffered by the Customer, including but not limited to indirect or consequential loss, loss of business or profits arising from the Customer's failure to comply with the terms, conditions and policies for participation in the Program.
8. These special terms and conditions enter into force on 25.06.2024.