XTB LIMITED

REGULATIONS ON THE PROVISION OF SERVICES OF CRYPTO-ASSET SERVICES **(GENERAL TERMS AND CONDITIONS)**

Regulations on the provision of services by XTB Limited, a Company duly registered in Cyprus Registrar of Companies under the no. HE 296794 and with registered office at Pikioni 10, Highsight Rentals Ltd, 3075, Limassol, Cyprus, which is licensed and regulated by CySEC, CIF Licence Number 169/12 ("General Terms and Conditions") of September 2026.

Definitions and Interpretation of Terms

"Abusive trading'' means among others Trading on price latency arbitrage opportunities either by using additional functionalities/plug-ins (i.e. Expert Advisors, etc.) or by any other means, usage of VPN during registration process and throughout trading activity, abuse of our "Negative Balance Protection" policy, when the Client by himself or acting with others, using an account or accounts to hedge his positions by holding the opposite of his trades in a single or correlated instrument internally (using other accounts held within the Company) or externally (using other trading accounts with other brokers);

"Account" means a Trading Account or any other accounts and/or registers maintained for the Client by the Company in which Crypto-assets are registered;

"Account Currency" means the currency in which the relevant Trading Accounts are maintained and in which all operations are settled on such Accounts: EUR, USD

"Account Opening Application Form" shall mean the application form/questionnaire completed by the Client in order to apply for the Company's Services under this Agreement and the opening of a Client Account, via which form/questionnaire the Company will obtain amongst other things information for the Client's identification and due diligence and appropriateness or suitability (as applicable) in accordance with the Applicable Regulations.

"Agreement" shall mean the agreement for the provision of services to the Client by the Company, setting out the conditions for executing Transactions on Crypto-assets for the Client with the Trading Account as provided in this GTC and the documents stated in clause 2 further below, as amended from time to time and any subsequent appendices added thereto from time to time.

"Airdrop" Free distribution of Crypto-assets usually carried out by the creators of the project associated with a given Crypto-asset;

"Applicable Regulations" or "Applicable Law" shall mean (a) CySEC Rules or any other rules of a relevant regulatory authority having powers over the Company; (b) Rules, Regulations, market customs and market practices that are in force in the particular market (e,g,MiCAR); (c) applicable acts issued by public and corporate institutions, market operators, clearing houses or other market participants on the basis of laws, regulations, customs and practices mentioned in points a-c, in particular resolutions, statutes, decisions, conclusions, guidelines or instructions, both intended for individuals and the general public; and (d) all other Applicable Laws, rules and regulations of Cyprus and/or of the European Union.

''Application or XTB Application'' Refers to the mobile application through which the Company provides its Trading Platform, available on the AppStore or Google Play;

"Balance" shall mean the remaining amount of funds held on the particular Trading Account;

"Cash Account" shall mean the bank account maintained by the Company used in particular to keep Client's cash deposits and for the purpose of settlement of Transactions on Crypto-assets;

“Client” shall mean a natural person, legal person or organisational entity without legal personality with whom the Company duly concludes the Agreement and agrees to provide services as stated herein;

“Client Office” shall mean the Company’s dedicated website where the Client may manage its relations with the Company including without limitation, checking the balance of funds and personal data, opening an account, making a payment, enrolling in trainings or contacting the Company;

“Condition Tables” Shall mean the tables published on the Company’s website setting out the following:

- Crypto-asset specification table which contains: (i) a list of Crypto-assets, (ii) commissions, (iii) minimum order value, (iv) trading hours.
- Table of the Company’s commissions and fees;
- Any items other than the above which the GTC states that they are expressed in the Condition Tables.

“Company” shall mean XTB Limited, a Company duly registered in Cyprus Registrar of Companies under the no. HE 296794 and with registered office at Pikioni 10, Building: Highsight Rentals, 3075, Limassol, Cyprus, which is licensed and regulated by CySEC, CIF Licence Number 169/12;

“Company’s Cessionary” shall mean a third party onto whom the Company assigns the rights or obligations under the Agreement in compliance with Applicable Regulations;

“Company’s Office” shall mean the Company’s registered offices at: XTB Limited, Highsight Rentals Ltd, Pikioni 10, 3075 Limassol, Cyprus;

“Crypto-asset” digital representation of a value or of a right that is able to be transferred and stored electronically using distributed ledger technology or similar technology;

“CySEC” shall mean the Cyprus Securities and Exchange Commission, which is the Company’s supervisory authority;

“CySEC Rules” shall mean the Rules, Directives, and Regulations, Guidance notes, opinions or recommendations of CySEC;

‘‘Currency Exchange Rate’’ the currency price of the Account currency at which the funds transferred to the Account denominated in another currency are exchanged;

“DeFi” Decentralised Finance, i.e. financial services ecosystem based on distributed ledger technology;

“Disposition” shall mean Client’s binding disposition to the Company to perform a specific operation on the Client’s Trading Account or other register or application made in accordance with the Agreement and the GTC. Such an operation is performed by the Company on behalf of the Client;

“Equity” shall mean the current balance of the Trading Account determined in the manner specified in the clause 4.4 of the GTC;

“Event of Default” shall have the meaning given in clause 19.36.

“Crypto-asset Price” the bid price or ask price of a particular Crypto-asset published systematically in particular in Xstation platform. The bid price or ask price is always quoted two-way with Spread;

“Financial Instrument” shall mean the Financial Instruments under the Company’s CIF license which may be traded by a Client from time to time;

“Force Majeure Event” shall have the meaning as set out in clause 13.

“Free Funds” shall mean the amount of funds available in the Trading Account for the opening of new trades;;

“Fork” A change in the protocol or source code of a distributed ledger, leading to the creation of a new version of the network or modification of existing operating rules;

“GTC” or “General Terms and Conditions” shall mean the regulations as set herein, on the provision of services by the Company to the Client, consisting in the execution and transmission of orders to buy or sell Crypto- assets;;

“Important reason” shall mean:

- a) liquidation or bankruptcy of the Client,
- b) reasonable suspicion that the service provided is unsuitable for the Client,
- c) inability to apply one of the security measures referred to in regulations concerning counteracting money laundering and terrorism financing,
- d) breach by the Client of the effective community life principles and/or the rules of social conduct,
- e) other cases indicated in this General Terms and Conditions.

“Instruction” shall mean Client’s guidelines based on which the Company performs a specific operation on the Client’s Trading Account in accordance with the provisions of the Agreement and the GTC;

“Introducer” shall mean a person or company designated by the Company to introduce potential clients to the Company;

“Liquidity Provider” Third party to whom we forward your Orders and/or price providers for Crypto-assets

“Login” shall mean a unique sequence of numbers and/or symbols necessary to execute Instructions concerning the Accounts;

“Open Position” shall mean Transactions on Crypto - assets which have not yet been closed, opened in accordance with the provisions of the GTC;

“Order” shall mean a disposition submitted by the Client concerning the execution of a Transaction on their Trading Account. XTB executes this disposition in accordance with the provisions of the Agreement and the GTC.

“Partner” shall mean a Reference Institution creating liquidity on a particular market, providing the Company with offers to purchase or sell Crypto-assets, which form the basis for concluding Transactions;

“Password” shall mean the unique Client’s personal password necessary to execute Instructions concerning the Accounts;

“Spread” shall mean the difference between the bid price and ask price of the particular Crypto-asset -Asset;

“Trading Account” shall mean a trading account opened and kept for the Client in which the prices of Crypto-asset-assets are quoted and which allows Clients to conclude the Transactions with specific terms of Order’s execution as specified in Order’s Execution Policy;

“Trading Platform” IT system provided by the Company and intended for the management of the Client’s Orders.

“Trading Day” shall mean the days and hours in which Transactions can be executed via a particular Trading Account, as specified in the Condition Tables;

“Transaction” shall mean a purchase or sale of a Crypto-asset via the Trading Account;

“Transaction Limit” The highest Transaction value permitted, granted by us on the basis of an annex to the Agreement. The Transaction Limit is a substitute for Margin and covers the Open Position on Crypto-assets;

“Transaction Order” or “Order” shall mean an Instruction placed by the Client to execute a Transaction on his/her Trading Account, processed by the Company in accordance with the provisions of the GTC;

“Website” shall mean the Company’s website at www.xtb.com/cy or such other website as the Company may maintain from time to time.

Section 2: General Provisions

2.1 By accepting the GTC, the Client is is eligible to receive the Crypto-asset services offered by the company.

Crypto-asset

2.2 The Company, with its registered office at Highsight Rentals Ltd, Pikioni 10, 3075 Limassol, Cyprus, provides services of executing Clients' orders in accordance with the conditions specified in the Agreement and following appendixes:

- the GTC on Crypto-assets ;
- the Declaration of Investment Risk on Crypto-assets;
- the Orders' Execution Policy on Crypto-assets;
- Conflict of Interests Policy;
- the Condition Tables;
- Other documents specified by the Company on the basis of the Agreement.

2.3 When executing Client's Orders, the Company shall apply Orders' Execution Policy on Crypto-assets in its current wording.

2.4 Orders' Execution Policy on Crypto-assets is available on the Company Website. The Company shall notify the Client about any material changes of the Orders' Execution Policy on Crypto-assets in accordance with the rules specified in the GTC.

2.5 Words importing the singular shall import the plural and vice versa. Words importing the masculine shall import the feminine and vice versa. Words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa. Paragraph headings are for ease of reference only.

2.6 Any reference to any act or regulation or Applicable Law shall be that act or regulation, or Applicable Law as amended, modified, supplemented, consolidated, re-enacted or replaced from time to time, all guidance noted, directives, statutory instruments, regulations or orders made pursuant to such and any statutory provision of which that statutory provision is a re-enactment, replacement or modification.

2.7 Whenever a reference to time is made in the Trading Account it shall be understood as the Central European Time (CET) or Central European Summer Time (CEST) respectively, unless specified otherwise.

2.8 The Company shall execute Client Orders in accordance with its license granted by CySEC and shall apply the Order Execution Policy on Crypto-assets of the Company in force from time to time. The Company's Order Execution Policy on Crypto-assets can be found on the Company Website. The Company shall notify the Client of any material changes to the Order Execution Policy as stated in the GTC.

2.9 The Company operates on the market through Liquidity Providers by reception and transmission of Orders for Crypto-assets on behalf of Clients. The Company is using only Liquidity Providers that meet the technical and operational criteria required under MiCA regulation, ensuring efficient and fair execution of Client Orders.

2.10 The Company is licensed by CySEC to offer to a Client from time to time any of the following investment services:

- Reception and transmission of Orders;
- Execution of Orders on behalf of Clients;

- Dealing on own account as counterparty to a transaction initiated and concluded by the Client;
- Portfolio management.

2.11 The Company is licensed by CySEC to offer to a Client from time to time any of the following ancillary services:

- Safekeeping and administration of financial instruments including custodianship and related services;
- advice to undertakings on capital structure, industrial strategy and related matters and advice and services related to mergers and the purchase of undertakings;
- foreign exchange services where these are connected to the provision of investment services.

2.12 The Company is licensed by CySEC to offer to a Client from time to time any of the following Crypto-asset services:

- providing custody and administration of Crypto-assets on behalf of Clients;
- execution of orders for Crypto-assets on behalf of Clients;
- reception and transmission of orders for Crypto-assets on behalf of Clients;

2.13 The Company sets the prices of Crypto-assets on the basis of the prices provided by the Liquidity Providers.

2.14 In the case where the Client is a legal person it is obliged to obtain a legal entity identifier (LEI) from an appropriate authority duly licensed to provide legal entity identifiers. In the case of a legal person, the Client may not (where provided by Applicable Regulations) be able to execute any Transactions with the Company if it does not possess a legal entity identifier.

2.15 The Company in its activities complies with the highest market protection standards. Any forms of market manipulation shall be prohibited. Particular actions considered as manipulation are defined in the Applicable Law.

2.16 In order to properly interpret and fully understand these GTC, the Client must acquaint himself/herself thoroughly with this document.

Section 3: The Agreement

3.1 In order for the Company to begin cooperation with the Client, the Client must provide the Company with all the documentation required by the Company, duly fill in the Account Opening Application Form and Client Questionnaire and accept the Agreement and other legal documents The Company has the right to demand additional documents (e.g. source of funds document) and/or other information from the Client from time to time.

3.2 By signing and/or accepting the Agreement, the Client confirms that he/she is aware that the Company reserves itself the right at its sole discretion to refrain from signing the Agreement or opening a particular Account for the Client for any reason whatsoever.

3.3 It is not requirement for the Company (and may be unable under Applicable Regulations) to accept a prospective as its Client until all documentation it requires has been received by the Company, properly and fully completed by such person and all internal Company checks (including without limitation anti-money laundering checks, appropriateness or suitability tests as the case may be) have been satisfied.

3.4 By way of derogation of point 3.3 above, the verification of the identity of certain Clients may be allowed by the Company to be completed during the establishment of a business relationship (i.e. following the activation of the account), where the following provisions, as a minimum, are taken into consideration:

- The cumulative amount of deposited funds of the Client is not exceeding the amount of €2,000 (in a single transaction or in aggregate).
- Deposits are only performed from a bank account (or through other means that are linked to a bank account e.g. credit card), that is in the name of the customer with whom it establishes a business relationship.
- The cumulative time in which the verification of the identity of a Client is completed, must not exceed 15 days from initial contact (i.e. the acceptance of the present General Terms and Conditions).

3.5 In the case where the verification of the Client's identity has not been completed within the designated timeframe, the Company is entitled to terminate the business relationship upon expiry of such timeframe and to return to the Client all funds and Crypto-assets held in the Client's Crypto-asset Trading Account. To this end, the Company shall be entitled to sell any Crypto-assets held in the Client's account at the prevailing market price and return the resulting cash balance to the Client's bank account on record, within a reasonable timeframe taking into account settlement and custody procedures. No deduction for profits or losses shall be applied; applicable fees in accordance with the Schedule of Fees and Commissions may be deducted.

3.6 Before the Company grants a Client access to the Company’s services offered under the Agreement, the Company assesses (based on the information received from the Client) whether the services to be provided in accordance with the Agreement are appropriate for the Client, taking into account his/her investment knowledge and investment experience as well as his risk tolerance and ability to take losses. The Company will notify the Client if a particular service is deemed by the Company to be inappropriate for a Client. In case the Client does not submit the above-mentioned information or submits inappropriate information the Client is hereby informed that the Company may be unable to properly evaluate whether the particular services, Crypto-assets are appropriate for him/her.

3.7 The Agreement may be concluded by the Client, in accordance with legal requirements: (a) in the presence of the Company’s authorized employee; (b) by the exchange of agreements signed in counterparts by mail or (c) by means of electronic communication. Requirements in relation to the conclusion of the Agreement are available at the Company’s Office or on the Company’s Website. The Client should specifically acquaint himself/herself with those requirements before applying for opening the Account with the Company.

3.8 The Client shall immediately notify the Company about any changes in information or data, particularly personal and contact data he/she provided to the Company upon or prior to the opening of the Account or at any point thereafter. The Company shall not be liable for any losses resulting from the Client's failure to comply with the above-mentioned obligation.

3.9 The Client hereby acknowledges and agrees, that even after the Agreement is concluded, the Company may at its sole discretion refuse to open particular Trading Accounts for the Client or may close particular Trading Accounts during the term of the Agreement in accordance with the provisions of the GTC. In such cases the Company may propose to the Client to open a different Trading Account within the available offer.

Section 4: Trading Account

4.1 The Company may open Trading Accounts for the Client. A particular Trading Account is opened after the Company obtains what it deems to be a duly concluded Agreement and provided that any additional conditions specified in the Agreement have been fulfilled.

4.2 The Trading Account shall be kept in the Account Currency and all the records shall be converted into the Account Currency at the current Exchange Rate of the Company.

4.3 The following events and/or data shall be recorded in the Client's Trading Account:

- payments and withdrawals of Client's funds;
- charges resulting from Orders and Transactions on Crypto-assets;
- profits and losses arising from the Closed Transactions on Crypto-assets within a particular Trading Account;
- charges in respect of commissions and fees payable to the Company in accordance with the Condition Tables;
- credits and debits in respect of settlements of the Transaction Limit;
- credits and debits in respect of transfer of funds from one Trading Account to another;
- credits and debits in respect to cancelling or adjusting the terms of the Transaction in the manner set forth in clause 15 of the GTC;
- other charges arising from and described in the Agreement;
- such charges that may arise from taxes and/or other public levies that may apply;
- fees related to the settled amounts of commissions and fees due to XTB in accordance with the Agreement;
- fees and charges related to currency conversion of funds to and from other Trading Accounts.

4.4 The Equity on the Trading Account shall be determined after the particular Trading Account is adjusted by the following items:

- (a) profit/loss on Transactions on Crypto-assets that have not been yet closed;
- (b) unsettled amounts of fees payable to the Company in accordance with the Condition Tables;
- (c) other charges and /or liabilities in particular described in clause 4.3 above.

4.5 The Trading Account shall be used in particular to record Transactions on Crypto-assets executed by the Client, as well as to register Client's funds deposited with the Company. A Transaction shall be recorded in the Trading Account at the moment of its execution.

4.6 The Trading Account shall contain a list of Transactions on Crypto-assets, containing the following applicable parameters:

a) Transaction number;

b) Client's Trading Account number;

c) Client's name and surname or company name or other designation;

d) date, hour and minute of the Transaction opening;

e) Transaction type (sell / buy);

f) type of Crypto-asset;

g) number of Crypto-assets for which the Transaction was executed;

h) opening price;

i) closing price;

j) commissions the Client pays to the Company for the executed Transactions in accordance with the Condition Tables and, where the client so requests, an itemized breakdown including, where relevant, the amount of any mark-up or mark-down imposed where the transaction was executed by an investment firm when dealing on own account;

k) profit/loss on the Transaction;

l) other Transaction parameters.

m) the rate of exchange obtained where the transaction involves a conversion of currency.

4.7 The value of Crypto-assets on which the positions have not been closed, recorded in the Trading Account shall be subject to an ongoing valuation. A profit or a loss on all Crypto-assets shall be determined in the Account Currency and recognized in the Trading Account.

4.8 The Clients' payments into the Trading Account shall be made through the Cash Account specified by the Company. The Company shall notify the Client about each change of the Cash Account. When making a payment into the Cash Account the Client shall provide the following information:

- (a) first name and surname of the Trading Account holder;
- (b) payment title;
- (c) relevant Trading Account number.

4.9 Funds paid into the Trading Account, shall be used for the following purposes:

- (a) to cover commissions and fees payable to the Company;
- (b) to cover Client's obligations in respect of cancelling or adjusting the terms of Transaction;
- (c) to cover negative balances on any Trading Account of the Client;
- (d) to settle closed Transactions;

4.10 The Company shall execute the Client's Instructions regarding the funds held in the Trading Account solely for the purpose of:

- (a) execution of Transactions on Crypto-assets;
- (b) transfer of funds from one Trading Account to another;
- (c) covering the commissions and fees payable to the Company;
- (d) transfer of funds to the Client's bank account.

4.11 The Disposition to transfer the funds from the Cash Account to the Client's individual bank account shall be placed by electronic means of communication made available by the Company. Deposits to the target Cash

Account must be made exclusively in its base currency (Account Currency). We reserve the right to reject the deposit and return the funds to the sender's account if the bank transfer is made in a currency other than that of the designated Cash Account.

4.12 A withdrawal of funds from Client's Trading Account may be done only to the bank account owned by the Trading Account's owner and indicated by the Client in the Agreement or indicated during later change of identification data, unless the parties agree otherwise. Instructions to withdraw funds shall be executed not later than on the next business day following the day in which the Company received the Instruction. Booking of Client's payments shall be executed not later than on the next business day following the day in which the Company received the payment or the Instruction.

4.13 The Company shall refuse to execute Instructions to withdraw funds from the Client's Trading Account if:

- (a) the bank account number on the withdrawal Instruction is inconsistent with the Client's bank account number indicated in the Agreement;
- (b) the Company deems, on a reliable basis, that funds which the Client intends to withdraw are or may be necessary to fulfil any obligations towards the Company arising from the Agreement or any other agreement the Client has or has had with the Company;
  (c) the funds should be blocked or seized in accordance with Applicable Laws.

4.14 The Company may block or delay the possibility of making deposits and withdrawals from the Client's Trading Account if the Client does not provide the information and/or documents requested by XTB under the Applicable Law, including the situations where the Company is not able to apply one of the financial security measures indicated in the Regulations related to Counteracting Money Laundering and Terrorist Financing.

4.15 The Company is not responsible for delays, errors, or the failure to process deposits and withdrawals from your Trading Account or Cash Account if no technical issues have been identified on XTB's IT systems and these difficulties result from circumstances beyond our control, in particular those attributable to third parties (such as banks and external payment service providers) or to reasons on your side.

4.16 The Client consents to the Company retaining and using for its own account the interest earned on Client funds held in bank accounts and accepts that such interest shall represent a revenue of and belong to the Company and shall not be due to the Client, unless the Company decides to allocate the interest (or any part thereof) to the Client. Information on the amount of interest allocation is contained in the Table of the Company's fees and commissions.

4.17 Due to the variability of interest rates on the above-mentioned XTB bank accounts, including bank deposits and the distribution of funds belonging to Clients on various bank accounts, the interest rates of which may vary and change over time (depending on the current conditions offered by the banks), the determination of the average amount of such interest is possible only after the end of a given interest period. Information on the average amount of interest during a given period will be made available on the XTB website every month after the end of the specified interest period. In connection with the collection of interest, keeping of Cash Accounts does not involve additional fees for Clients.

4.18 We may also introduce interests on Free Margin held in Clients' Trading Accounts. If we introduce an interest on the Free Margin in the Clients' Trading Accounts, information about their current interest rate will be available on the XTB Website. The interest rate will be determined weekly by publishing a table on the XTB Website. You can see the interest rate on Free Margin in Trading Accounts in previous interest periods on the XTB Website.

4.19 The interest rate for the following week will be published by Sunday 12:00 p.m. (CET/CEST). The interest rate thus published will be effective for the following week, i.e. from midnight on the night from Sunday to Monday for seven consecutive days. The interest rate cannot take a negative value. Free Margin in the account at 23:59:59 (CET/CEST) each day are subject to interest.

4.20 Interest will be calculated daily according to the formula: ***Free Margin × (Interest rate / 365)***. The result of the calculation will be rounded up to 6 decimal places. Interest on Free Margin will be transferred to the Client by the 5th business day after the end of each month. The sum of the accrued interest in a given month will be rounded up to the second decimal place. The accrued interest will increase the amount of the Client's Free Margin in the Trading Account.

4.21 Free Margin in Trading Accounts of persons who have concluded an Agreement with XTB for the first time, for the first 90 days from the date of conclusion of the Agreement shall bear interest at the preferential rates indicated in the interest rate table published on the website. Preferential interest rates cover Free Margin up to the equivalent of €100 thousand in total on all your accounts. Free Margin above this limit will bear interest at the standard rates.

4.22 If you have more than one account, the preferential rate will first cover Free Margin in the accounts opened earlier. The preferential rates are variable and will be changed and published on a weekly basis in accordance with sections 4.17 - 4.19 above, respectively. The amount of interest is subject to flat income tax at the rates in effect at the time the interest is transferred to the Client's Trading Account in accordance with Applicable Laws. XTB may be required to collect the amount of income tax on interest from the Client's Trading Account.

4.23 Inactive clients are not eligible for interest on Free Margin held in their Trading Accounts.

4.24 Your funds shall be deposited in XTB's bank accounts separately from XTB's funds in a manner that prevents XTB from using your funds. The Company is not a Bank, as such CIFs' accounts are not eligible for coverage under the Deposit Guarantee and Resolution of Credit and Other Institutions Scheme (DGS) but are insured through the Investment Compensation Fund (ICF).

4.25 Notwithstanding the provisions of the GTC, the Company has the right to deduct from funds paid by the Client or funds kept in the Client's Cash Account any amounts payable to the Company as a result of execution, termination, expiration or settlement of Transactions as well as any other amounts payable pursuant to the GTC or the Agreement or any other agreement concluded by the Client with the Company.

4.26 A subscription of notifications received in the form of SMS messages, e-mails or on mobile devices relating to the Trading Account, which can be activated by the Client independently in the Client Office or automatically by the Company, constitutes only an additional service in relation to the brokerage services provided to the Client. Messages received as a part of this service are for information purposes only. Activating the notifier does not relieve the Client from the obligation to monitor the status of the Trading Account. Failure to receive or receive late notification may not constitute grounds for lodging claims against the Company.

4.27 The Client should constantly monitor the Balance on his/her Trading Account. Subject to other provisions of the GTC, in case of any inconsistency between the Trading Account registers and the actual actions performed on the Client's Trading Account, especially where the Client's Orders or Instructions are not properly reflected in the registers, the Company shall correct the Trading Account registers. In such a case the Company shall always strive to notify the Client, unless an obvious error occurred which was corrected by the Company. The foregoing shall, without limitation, apply inter alia to errors caused by breakdowns, functioning disruptions or delays of data communication systems.

4.28 The Company will promptly place any Client money it receives into one or more segregated account(s) (denoted as 'client' accounts) with reliable financial institutions chosen by the Company such as a central bank, a credit institution or a bank authorised in a third country or a qualifying money market fund. It is understood that the Client has the right to object to his money being held with a qualifying money market fund.

4.29 The Company shall take the measures provided by Applicable Regulations for safeguarding Client funds including without limitation:

- (a) maintaining such records and accounts as are necessary to distinguish Clients' assets from its own;
- (b) conducting, on a regular basis, reconciliations between its internal accounts and records and those of any third parties by whom those assets are held;
- (c) keeping Client money segregated from the Company's own money and not using Client money in the course of its own business;
- (d) ensuring that Client money deposited with a financial institution are held in a different account from any accounts used to hold funds of the Company.

4.30 The Company has a duty to and shall exercise due skill, care and diligence in the selection of the financial institution where it will hold client funds. However, it is understood that there are circumstances beyond the control of the Company and hence the Company does not accept any liability or responsibility for any resulting losses to the Client as a result of the insolvency or any other analogous proceedings or failure of the financial institution where Client money will be held.

4.31 The Company shall have a general lien on all Client funds until the full and final satisfaction of the Client's obligations to the Company under this Agreement.

4.32 According to the Applicable Law, if enforcement proceedings are initiated against the Company, the funds entrusted to the Company by the Clients in connection with provision of brokerage services by the Company, as specified in GTC, shall not be attached, and if bankruptcy is announced – they are not included in the Company's bankruptcy estate.

4.33 According to Applicable Regulations, the Company shall exercise due skill, care, and diligence in the selection and appointment and periodic review of the financial institution of paragraph 4.28 and the arrangements for holding of Client money. The Company takes into account the expertise and market reputation of such institutions as well as diversification, with the view of ensuring the protection of Client's rights, as well as any legal or regulatory requirements or market practices related to holding of Client money that could adversely affect the Client's rights. Diversification requirements will not apply to client money placed with a third party merely for the purpose of executing a Client's Order.

Section 5: Inducements

5.1. The Company may pay and /or receive fees/commissions, to and/or by Partners and/or third parties, resulting from the conclusion of an agreement between the Company and Partners and/or third parties, required for the provisions of services to the Clients and the performance of the obligations of the Company under the Agreement. Additional information is available on the Company's Website.

5.2. Such above mentioned fees/commissions shall not be received by the Company, unless justified by the enhancement of the quality of the services provided to the Clients and provided that they do not impair compliance with the Company's duty to act honestly, fairly and professionally and in the best interests of its Clients.

Section 6: Prices

6.1. The Company makes available to Clients bid and ask prices on the trading platform. The prices displayed are indicative in nature and reflect price feeds received from the Company's Liquidity Providers in accordance with the Order Execution Policy. The Company updates the prices displayed on an ongoing basis as the underlying Liquidity Provider prices change. Prices of Crypto-assets are made available through the Client's Trading Account.

6.2. The Client acknowledges that displayed prices may change between the moment an Order is placed and the moment of its execution. All Crypto-asset Orders are executed on a market execution basis: the execution price shall be based on the best price available from the Liquidity Provider at the time of execution, which may include a markup applied by the Company in accordance with the Fee Schedule, without obtaining additional confirmation from the Client. The price at which the Transaction was actually executed shall be reported to the Client and shall be visible in the Trading Account.

6.3. The Company shall use its best efforts to ensure that Transactions prices do not differ materially from the prices of Crypto-assets made available in real time by the Liquidity providers. On the Client's demand, the Company will disclose to the Client the name of the particular institution, which price was the basis for determination of the Financial Instrument's Price, on which the Transaction was executed, in accordance with the provisions concerning dealing with complaints according to these GTC.

6.4. The Client acknowledges that it may be possible that the prices of Crypto-assets shown on the chart available on the XTB Web Platform or the XTB Application do not reflect all market prices at which Client Orders are executed. This results from limits on the quantity of data processed by the platform in a particular unit of time. The risk of occurrence of the above-described situation is higher at times of increased volatility of the Crypto-asset market price or publication of relevant economic data. The Company makes every effort to ensure that the charts reflect as accurately as possible the prices at which Orders are executed. Execution or activation of an Order at a price that is not shown on the chart shall not mean that the Order was executed at an erroneous price.6.5. Prices for Crypto-assets shall be displayed simultaneously as a bid price and a corresponding ask price. The difference between the bid and the ask price shall constitute the Spread for the particular Crypto-asset.

6.5. The decision to select the type of Transaction shall be an autonomous decision of the Client made on his/her own responsibility and at his/her sole discretion, unless the Company exercises the rights vested to it in the Agreement to close the Transaction.

6.6. Crypto-assets are available for trading on a continuous basis, seven days a week. The Company may temporarily suspend trading during scheduled maintenance windows or in circumstances beyond its control. Clients will be notified in advance of planned maintenance where practicable.

6.7. A Transaction may be cancelled by the Company where the execution venue (Liquidity Provider) through which the Order was routed cancels or rejects the transaction prior to final settlement, for reasons beyond the

Company's control, including technical failures, market suspensions or regulatory action affecting the relevant Crypto-asset-asset. The Company shall notify the Client without undue delay in such event. Any declaration of withdrawal shall be documented and communicated to the Client within two Business Days. The Company shall bear no responsibility for damages arising from such situations.

Section 7: Electronic Access to the Trading Account

7.1 In order to enable the Client to access electronically to his/her Trading Accounts, and allow the Client to place Dispositions and execute Transactions on Crypto-assets, the Company provides and assigns the Client with the unique Login and a starting Password to each Trading Account and also enables the Client to define the Login and the Password individually/ on their own.

7.2 Access to the Trading Platform or Client Office requires mandatory multi-factor authentication. When logging in, the Client must enter an additional authentication code, which will be sent via SMS to the Client's registered phone number or provided by other electronic means. For the purposes of multi-factor authentication, the Client must ensure that their telephone number and email address are kept up to date.

7.3 When using other electronic means of authentication, the Client is responsible for the proper setup and for maintaining access to the relevant device or application. To use multi-component authentication, you must provide your current telephone number and email address.

7.4 You can add a device to the list of trusted devices or remove it at any time. Logging in to these devices will not require you to enter an authentication code, even if you are using multi-component authentication.

7.5 If you repeatedly enter the authentication code incorrectly, we will temporarily block your access to the Trading Platform and the Client Office. Once the lockout period has expired, further login attempts will be possible. We are not responsible for any consequences resulting from delays in the transmission of the authentication code which are through no fault of our own.

7.6 In order to use electronic access to the Trading Account the Client must log into the relevant Trading Account through Trading Platform (X Station) accessible on the Company's Website or through XTB application (mobile version).

7.7 In order to use electronic access to your Trading Account through XTB Application you are required to:

- a) use the current version of the XTB Application supported by us;
- b) install the updates to the XTB Application made available by us without undue delay after they are released;
- c) use current and supported versions of the operating system.

7.8 In order to use electronic access to your Trading Account through XTB Platform accessible on XTB website you are required to use current and supported versions of the web browser.

7.9 We reserve the right to withdraw support and/or completely disable older versions of the XTB Application, operating systems, and web browsers, in particular for security or technological reasons, or due to the discontinuation of support by their manufacturer.

7.10 The availability of XTB Application updates through providers such as App Store or Google Play depends on the version of the operating system installed on the client's device. If the client is using an operating system that is no longer supported by its provider, the latest version of the XTB Application may not be available.

7.11 If you fail to install a required update or use an unsupported version of the XTB Application, operating system, or web browser:

- a) your access to the services and functionalities provided may be limited or you may lose the ability to use them;
- b) we may not be able to ensure full functionality or the optimal level of security of electronic access to the Account.

7.12 If you fail to install required XTB Application updates or use an outdated version of the operating system or web browser, you assume the risks arising from such conduct. In such case, we shall not be liable for any damage, malfunction of electronic access, or reduction in the level of security that is directly related to your use of an unsupported or outdated technical environment, to the extent permitted under applicable law.

7.13 Regarding Trading Account's Login and Password credentials, the Client has the right to change the Password after logging in to the Trading Account. The Client represents that he is fully aware that a disclosure of the Trading Account's Login and Password to any third parties may constitute a serious threat to the security of funds held on his Accounts.

7.14 If there is a reasonable suspicion that your Trading Account Login and/or Password have been accessed by a third party, you should immediately block your account and contact XTB's customer service department in accordance with the rules described on 7.25.

7.15 The Client shall exercise due diligence in terms of storage and disclosure of the Login and the Password, or any confidential data contained in the Agreement. The Client shall be fully responsible and liable for any Transaction Orders placed via the Trading Account or any other Instructions accepted or executed by the Company with due diligence and in compliance with the provisions of the GTC, which were made using the Client's Login and Password.

7.16 By accepting the Agreement, the Client grants the Company indefinite (limited by the term of the Agreement) authorisation to execute or accept and transfer Orders and Instructions submitted by the Client in accordance with this Agreement via the Trading Platform on behalf of the Client.

7.17 The Client shall indemnify and keep indemnified the Company for any losses that the Company should incur as a result of executing a Client's erroneous Instructions in the Trading Account if they are made using his/her Login and Password regardless of who actually placed such Orders. The Company shall not be liable for any consequences arising from the disclosing by the Client of his/her Login and Password to third parties, including the placement of an Order to execute a Transaction or other Instructions made by a third party using the Client's Login and Password.

7.18 For reason of trade safety, concerning all Clients, the Company reserves the right to temporarily disconnect any of the Client's Trading Accounts, if the Client substantially burdens trading platforms by generating significant number of requests to the Company' s exchange server. Before disconnecting the Client's Trading Account, the Company shall make reasonable efforts to contact the Client via telephone or e-mail and inform that he/she is generating a large amount of requests to the exchange server which may cause the temporary disconnection of his/her Trading Account and if he fails to do so, exercise the Company's right to disconnect any of the Client's Trading Accounts.

7.19 The Company is entitled to:

- suspend acceptance of Orders or other Dispositions via the Trading Platform for important reasons, in particular in the event of a threat to security or confidentiality of trading,
- temporarily suspend access, limit or change the scope of services available on the Trading Platform in the event of a technical failure of the Platform,
- suspend acceptance of Orders or other Dispositions via the Trading Platform - in the event of a breach by the Client of provisions of the Agreement or the Applicable Law,

- cease, with immediate effect, providing the Client with access to information distributed via the Trading Platform, in particular at the request of an entity being an Operator of the Organized Market or a data distributor, if the data is used in a manner inconsistent with its original purpose or if the Client has not concluded any Transactions on Crypto-assets for a period exceeding 3 (three) months and the Balance on the Trading Account for a period exceeding 3 (three) months is zero.

7.20 The Company shall not be liable for any effects of:

- execution of an Order or Instructions, if such execution has been carried out in accordance with the Instruction made via the Trading Platform,
- non-execution or improper execution of an Order or Instructions as a result of any circumstances the Company is not responsible for (in particular caused by errors resulting from defective connection, no connection or temporary lack of access to the Trading Platform, for which we are not responsible),
- refusal or inability to execute a Disposition in any circumstances listed in item 7.19., if the refusal or inability to execute the Instruction results from circumstances for which the Company is not liable, in particular for reasons attributable to Force Majeure,
- suspension, errors or delays in access to data distributed via the Trading Platform, if said errors, interruptions or suspensions arise from circumstances the Company is not responsible for.

7.21 The Client acknowledge that he has been advised that it might be possible that the Prices of Crypto-assets as shown on the chart available on the Trading Platform lack certain market prices at which Client Orders are executed. This results from limits on the quantity of data processed by the Trading Platform in a particular unit of time. The risk of occurrence of the above-described situation is higher at times of increased volatility of the Crypto-asset- Market Price or publication of relevant economic data. We make every effort to ensure that the charts reflect as accurately as possible the prices at which Orders are executed. Execution or activation of an Order at a price that is not shown on the chart shall not mean that the Order was executed at an erroneous price or at arm’s length.

7.22 You can perform an emergency account lock from the XTB Application to protect your account from unauthorized access. Activating the emergency account lock results in:

- Blocking the ability to withdraw funds from the Cash Account;
- Blocking the ability to make Transactions on all Trading Accounts, including opening, closing, cancelling, and changing positions on accounts;
- Blocking operations related to additional services provided under separate regulations (including blocking: deposits, withdrawals, card payments, card unblocking, transfers of funds to and from XTB).

By performing an emergency lock, you agree to XTB temporarily blocking your access to the functionalities listed in this section until you lift the lock. By using the emergency lock function, you acknowledge that it will not suspend the accrual of standard fees charged by XTB or possible changes in the value of investments in your accounts.

7.23 Activating the emergency lock may have the following consequences, over which you may have no control until the block is lifted:

- Automatic execution of Orders during the lockout on the terms specified by you before activating the lockout;
- Changes in the value of Crypto-assets and open positions on the Trading Account affecting the value of your investments;
- Fees related to crediting or debiting an account with open positions on a given Crypto-asset- in the event of holding an open position on that Crypto-asset for another day;

- Accrual of standard fees resulting from corporate events relating to Crypto-asset recorded on the Trading Account;
- Forced closure of a position in the absence of the required Margin whereby during an active emergency account block you may deposit funds into the Cash Account to replenish the Margin;
- Other operational events or changes in the value of your investments resulting from actions taken on the accounts prior to the activation of the lock, or resulting from actions taken by XTB in accordance with the standard provision of services or on the basis of Applicable Law.

We are not liable for any consequences, including losses, resulting from the establishment, failure to establish, or removal of an emergency lock, if they did not occur through our fault.

7.24 You may lift the emergency lock at any time. Lifting the emergency lock requires additional automatic identity verification to confirm that the account is secure against unauthorized access by third parties. If you are unable to lift the emergency lock, you should contact XTB customer service. Once the emergency account block has been lifted, the entire account will return to full functionality.

7.25 If you have reasonable grounds to suspect that your account has been locked by unauthorized third parties, if you are unable to voluntarily lock your account, or if you are unable to unlock your account, you should immediately contact XTB customer service. XTB has the right to verify your identity in accordance with applicable internal procedures. After positive verification of your identity, we may apply security measures, including:

- logging you out of all active user sessions;
- immediate blocking of the ability to log in to all accounts associated with you;
- updating your contact information and initiating the Password reset process; or
- initiating or lifting an emergency lock.

Access to the Trading Account in the cases referred to in this section shall be unblocked after the successful completion of the password reset process.

Section 8: Crypto-asset Trading

General Provisions

8.1. The Company provides the following services related to Crypto-assets on the Client's account and on the Client's behalf:

- executing Orders related to Crypto-asset;
- ensuring the storage and administration of Crypto-asset.

Unless otherwise specified, the remaining provisions of the General Terms and Conditions apply to Crypto-assets accordingly.

8.2. The Company executes Orders to buy or sell Crypto-assets on the Client's account, in accordance with the Instructions provided by the Client via the Trading Platform.

8.3. The Company offers trading in Crypto-assets in a closed-loop model. This means that it is not possible to transfer Crypto-asset from the Client's Trading Account to another account, external wallet or vice versa.

8.4. The Company executes the Client's Orders for Crypto-assets with a selected Liquidity Provider.

8.5. The Company may specify:

- the specific Crypto-asset that it will offer;
- specific conditions for the execution of individual Orders and Instructions, in particular large volume Orders;
- the minimum and maximum transaction size for individual Crypto-asset.

8.6. The Company is not liable for any tax obligations arising from the Client's transactions in Crypto-asset. The Client is solely responsible for determining, calculating and paying any applicable taxes on a self-assessment basis in accordance with the laws of the Client's jurisdiction.

8.7. The Company may suspend the provision of services relating to specific Crypto-asset in whole or in part with immediate effect in cases where it is unable to provide services for reasons beyond its control, including Force Majeure. The suspension shall continue for as long as the obstacle persists. If the obstacle is permanent, the Company's obligation to provide the service expires. The suspension or discontinuation of the service may also occur if:

- the agreement with third parties cooperating in the provision of Crypto-asset services (e.g. Liquidity Providers) is terminated; or
- the relevant Crypto-asset ceases to be supported by the Liquidity Provider; or
- the Company decides to discontinue support for the relevant Crypto-asset.

In the above cases, the Company will notify the Client in advance of the suspension period or the date of termination of the service, taking into account the provisions of the terminated agreement with the relevant third parties. If the Client does not sell the Crypto-asset within the notified period, clause 8.8 shall apply accordingly.

8.8. In the event that the Company decides to discontinue support for a given Crypto-asset, the Company may call upon the Client to close any Open Position in that Crypto-asset within a prescribed time limit of no less than 7 days. Where the Client, despite such a request, fails to close the Open Position within the prescribed time limit, the Company may close the Client's Open Position in the relevant Crypto-asset without the Client's consent.

9. Section - Placing Orders Concerning Crypto-assets and Execution

9.1. The Company provides the following services related to Crypto-assets on the Client's account and on the Client's behalf:

- executing Orders related to Crypto-assets;
- ensuring the storage and administration of Crypto-asset.

Unless otherwise specified, the remaining provisions of the General Terms and Conditions apply to Crypto-asset accordingly.

9.2. The Company executes Orders to buy or sell Crypto-assets on the Client's account, in accordance with the Instructions provided by the Client via the Trading Platform.

9.3 The Company offers trading in Crypto-assets in a closed-loop model. This means that it is not possible to transfer Crypto-asset from the Client's Trading Account to another account, external wallet or vice versa.

9.4. The Company executes the Client's Orders for Crypto-assets with a selected Liquidity Provider.

9.5. The Company may specify:

- the specific Crypto-asset that it will offer;
- specific conditions for the execution of individual Orders and Instructions, in particular large volume Orders;
- the minimum and maximum transaction size for individual Crypto-asset.

9.6. The Company is not liable for any tax obligations arising from the Client's transactions in Crypto-assets. The Client is solely responsible for determining, calculating and paying any applicable taxes on a self-assessment basis in accordance with the laws of the Client's jurisdiction.

9.7. The Company may suspend the provision of services relating to specific Crypto-asset in whole or in part with immediate effect in cases where it is unable to provide services for reasons beyond its control, including Force Majeure. The suspension shall continue for as long as the obstacle persists. If the obstacle is permanent, the Company's obligation to provide the service expires. The suspension or discontinuation of the service may also occur if:
the agreement with third parties cooperating in the provision of Crypto-asset services (e.g. Liquidity Providers) is terminated; or

- the relevant Crypto-asset ceases to be supported by the Liquidity Provider; or
- the Company decides to discontinue support for the relevant Crypto-asset.

In the above cases, the Company will notify the Client in advance of the suspension period or the date of termination of the service, taking into account the provisions of the terminated agreement with the relevant third parties. If the Client does not sell the Crypto-asset within the notified period, clause 8.8 shall apply accordingly.

9.8. In the event that the Company decides to discontinue support for a given Crypto-asset, the Company may call upon the Client to close any Open Position in that Crypto-asset within a prescribed time limit of no less than 7 days. Where the Client, despite such a request, fails to close the Open Position within the prescribed time limit, the Company may close the Client's Open Position in the relevant Crypto-asset without the Client's consent.

Order Placement and Execution

9.9. The Company executes the Client's Orders in accordance with the Order Execution Policy on Crypto-assets. By concluding the Agreement regarding Crypto-asset, the Client declares familiarity with and acceptance of the Order Execution Policy on Crypto-assets.

9.10. A Transaction may be executed by the Client by placing a valid Order electronically via the Crypto-asset Trading Account. Crypto-asset is available for trading on a continuous basis, seven days a week, subject to any temporary suspension.

9.11. In order to be valid, a Transaction Order shall include the following elements:

- the Client's identification details (first and last name, or legal entity name) and Crypto-asset Trading Account number;
- date and time of placement;
- type of Crypto-asset covered by the Order;
- the number or value of Crypto-asset;
- specification of the subject of the Order (purchase or sale of Crypto-asset).

9.12. In the Condition Tables, the Company may set maximum and minimum values, volumes or sizes of Orders, Instructions or Transactions. The Company shall cancel, declare invalid or not accept any Orders or Instructions that exceed or would lead to exceeding the values, volumes or sizes specified therein. The Client's Order may additionally be rejected and cancelled if the nominal value of the Order exceeds the maximum Order size specified in the Condition Tables, or if the opening of the Transaction would cause the Maximum Crypto-asset Holdings Limit to be exceeded.

9.13. The Company may refuse to execute an Order in the following cases:

- third parties (e.g. Liquidity Provider) impose restrictions in accordance with Applicable Regulations;
- the Client's Account is blocked;
- Crypto-asset have been blocked under other agreements concluded by the Client;
- the Company does not operate in a given market or in relation to a given Crypto-asset;
- the Order for a given Crypto-asset will not be accepted by a third party;
- the execution of the Order would involve a violation of Applicable Regulations;
- a Force Majeure Event takes place;
- the level of Free Funds is not sufficient to execute the Order.

9.14. In the cases listed above (except Force Majeure), the Client will receive immediate notification from the Company.
When placing an Order, the Client must have sufficient funds in the Trading Account. This amount should cover the value of the Order and any commissions and fees related to the Transaction. An Order to sell Crypto-asset may only be placed in relation to Crypto-asset that are available for trade. Before executing an Order, the Company checks whether the Client has sufficient funds or assets. If the Client does not have full coverage for the Order, the Company may not execute and may cancel the Order in whole or in part.

9.15. When executing the Client's Orders, the Company shall use its best efforts to ensure that Orders are executed immediately after they are placed. Until the execution of an Order, the Client may modify or cancel it. The Company shall endeavour to execute such an Instruction, however, the Client cannot claim that the Company failed to modify or cancel an Order if the Instruction was given at a time when the Company had already commenced execution. The Company may execute an Instruction to cancel or modify an Order only if it has not yet been executed. If the Order has been partially executed, the Instruction may only be executed in relation to the unexecuted part.

9.16. An Order shall be effective upon its acceptance by the Company. The Company shall not be liable for any losses, lost profits or costs incurred by the Client in connection with Orders placed via the Trading Account:

- which were not received and therefore were not accepted by the Company;
- where the Company's acceptance was delayed for reasons beyond the Company's control.

9.17. A position shall be opened by placing a Transaction Order containing all necessary parameters and upon its acceptance by the Company. The opening of a position shall create property rights and obligations related to a purchase or sale of Crypto-asset.

9.18. A Closing Position determines the rights or obligations arising from a previously Open Position. The result of Closing a Position shall be settled on the day of closing. The financial result shall be converted into the Account Currency at the Company's Exchange Rate at the moment of the Transaction.

9.19. The Company makes the appropriate entries in the Client's Account. All Transactions in Crypto-assets are settled in accordance with the Applicable Regulations and the customs of the relevant Liquidity Provider. If the Company executes an Order on terms more favourable than those specified in the Order, the surplus shall be credited to the Client's Account.

9.20. When the Client purchases Crypto-asset, the Company debits the Crypto-asset Trading Account with an amount corresponding to the Client's obligations under the Transaction, expressed in the Account Currency and calculated using the Company's Exchange Rate. This does not occur until confirmation of the Transaction is received. Due to price slippage at the moment of execution, the amount debited may differ from the amount displayed at the time the Order was placed and may result in a negative balance on the Client's Account.

9.21. If the Client orders the sale of Crypto-asset, the Company blocks them in the Trading Account. Upon the sale, the Company credits the Trading Account with an amount equal to the proceeds of the Transaction, less applicable fees, commissions and payments, expressed in the Account Currency and calculated according to the Company's Exchange Rate. This does not occur until confirmation of the Transaction is received.

9.22. Unless otherwise specified in the General Terms and Conditions, Open Positions are closed in accordance with the FIFO (first in, first out) rule. This means that Open Positions are closed in the order in which they were opened, starting with the earliest.

9.23. The Company may suspend the acceptance of Orders from the Client for a period during which its access to a given market is suspended or when the Liquidity Provider suspends the acceptance of orders for reasons beyond the Company's control. The Company may also impose temporary restrictions on the acceptance of Instructions if necessary for technical maintenance of the IT infrastructure used to accept or record Instructions. The Company shall not be liable for any damage resulting from such suspension, unless it results from circumstances for which the Company is liable under Applicable Law.

9.24. An Order is invalid if:

- it is considered invalid or should be invalid under Applicable Regulations;
- it has been rejected or refused by the Liquidity Provider;
- it is incompatible with the terms and conditions for accepting orders at the Liquidity Provider and cannot be submitted for execution.

Additional Rights Arising from The Ownership of Crypto-asset

9.25. The Client understands and accepts that in most cases the Company will not be able to enable the exercise of rights arising from the ownership of Crypto-asset, including but not limited to:

- obtaining additional income through:
- rewards for participating in the Proof of Stake consensus mechanism (so-called staking),
- rewards for participating in and supporting DeFi (so-called yield/liquidity farming),
- rewards for holders of a given Crypto-asset (so-called revenue sharing),
- Airdrops,
- receiving a Crypto-asset created as a result of a Fork,
- draws, competitions,
- loyalty programmes and discounts,
- access to platforms, programmes, courses, training, tools, functions, discussion groups and cashbacks reserved for holders of Crypto-asset,
- active support for Crypto-asset projects through:
- being a delegate, leader or member of a project or community council,
- participation in voting,
- right of first refusal,
- ICO (Initial Coin Offering),
- launchpool,
- launchpad,
- IDO (Initial Dex Offering).

9.26. By entering into the Agreement concerning Crypto-assets, the Client waives all rights arising from the ownership of Crypto-asset referred to in clause 9.24 and declares that the Client will not exercise, assert or enforce any such rights, entitlements or claims. Express consent to this provision is a prerequisite for concluding the Agreement concerning Crypto-asset. The Company will not seek to exercise rights related to Clients' Crypto-asset for its own benefit. However, please note that some rights may operate passively and independently of any action by the Company, and the Company will not take action to obtain the benefits of those rights.

9.27. The Company may decide to allow the Client to exercise one or more of the rights referred to in clause 9.24, as well as to support an Airdrop, Fork or similar initiative. The Company will inform the Client of each such event via electronic means of communication or on the Website. The announcement will specify the detailed conditions, scope of available functions, manner of availability, and any additional fees or commissions. In the case of announcements concerning Airdrops, Forks or similar initiatives, the announcement may additionally contain distribution rules, method of exchange (if applicable), Client eligibility criteria and information on operating costs and network fees.

9.28. As a rule, the Company does not support or distribute Crypto-asset awarded as a result of an Airdrop, Fork or similar initiatives. Lack of communication in this regard means that the Company will not support the event in question and is not liable for any damage, loss or lost profits associated with it. The decision to support a given Airdrop, Fork or similar initiative is made based on a number of criteria, including:

- the nominal value of the allocation per individual Client exceeds the equivalent of 10 USD, calculated as: total nominal value of the allocation divided by the number of eligible Clients;
- an in-depth security analysis related to interaction with the new Crypto-asset;
- an assessment of the market liquidity of the Crypto-asset in question;
- an analysis of the technology used;
- the availability and level of support from the Company's suppliers;
- an assessment of the complexity and technical feasibility of the distribution process;
- verification of compliance with Applicable Laws.

9.29. If the Company decides to support an Airdrop, Fork or similar initiative, it will transfer funds or Crypto-asset to Clients minus a fee to cover the Company's remuneration and associated costs (including operating, transaction and network costs, and costs related to ensuring the security and compliance of the process). The handling may be carried out by:

- enabling trading for the relevant Crypto-asset and distributing the received Crypto-asset among eligible Clients; or
- transferring to the Client the equivalent value of the received Crypto-asset in Bitcoin; or
- transferring to the Client the equivalent value of the received Crypto-asset in USD.

If the Client's Trading Account is denominated in a currency other than USD and option (c) applies, funds will be converted into the Account Currency. The conversion may incur an additional fee in accordance with the Fee Schedule. The Client is responsible for calculating and paying any resulting tax on a self-assessment basis.

9.30. In order for the Client to be eligible for an Airdrop, Fork or similar initiative that the Company has decided to support, the Client's Trading Account must be open and not blocked on the date of the Company's distribution. If the Trading Account is closed or blocked on that date, the Crypto-asset or cash funds to which the Client is entitled will be transferred to the Company. The Company will not credit the Client's Trading Account with any Crypto-asset or funds received as a result of an Airdrop, Fork or similar initiative if the amount attributable to the Client is too small to be processed and credited.

9.31. When providing Crypto-asset custody services on the Client's behalf, the Company will make every effort to protect the Client's Crypto-asset in accordance with best market practices and Applicable Regulations. The Company may entrust the storage of Crypto-asset or parts thereof to a third party. In such cases, the Company exercises due diligence in selecting, appointing and supervising that entity, and only uses the services of regulated entities licensed to store and administer Crypto-asset on behalf of clients. The costs and fees for storing Crypto-asset are specified in the Fee Schedule.

9.32. The Company has developed and implemented a Crypto-asset Custody Policy setting out the rules for ensuring the security and control of the Client's Crypto-asset, as well as the rules for accessing them. The Crypto-asset Custody Policy is available to the Client upon request.

9.33. The Company may store the Client's Crypto-assets in a number of ways, including in Crypto-asset wallets disconnected from the internet (Cold Wallets) or in Crypto-asset wallets connected to the internet (Hot Wallets). In order to ensure continuity of operations, the Company may transfer Crypto-asset between Hot and Cold Wallets, with particular regard to the Crypto-asset Custody Policy.

9.34. The Client's Crypto-assets are stored together with the Crypto-asset of other Clients in a collective wallet and are operationally separated from the Company's own assets, while remaining the Client's property. This means that the Client's Crypto-asset will not be used for the Company's purposes and are not exposed to claims by the Company's creditors, in particular in the event of the Company's insolvency. Crypto-asset are not covered by any compensation scheme.

9.35. The Client agrees that all forms of the same Crypto-asset may be treated as fungible and equivalent.

9.36. As the Company has no decisive influence on the distributed ledger protocols for a given Crypto-asset, it is possible that they will be subject to sudden and unforeseen changes in their operation. The Company will provide the Client with any information about Crypto-asset operations that require the Client's response as soon as possible. In the event of such changes, the Company reserves the right to take the necessary steps to secure the Client's Crypto-asset, including temporarily suspending operations on a given Crypto-asset or refusing to support a new Fork. The Company is under no obligation to support new Forks. The Client understands and accepts the risks associated with changes to distributed ledger protocols relating to the Client's Crypto-asset and agrees that the Company is not liable for them or for any loss of value associated with these changes.

9.37. The Company is liable for the loss of Crypto-asset or means of access to Crypto-asset as a result of an incident attributable to the Company. The Company's liability is limited to the market value of the lost Crypto-asset at the time of the loss.

9.38. The Company is not liable for incidents that occurred independently of the provision of the relevant service and incidents over which the Company had no control, including:

- changes to the distributed ledger protocol relating to the Client's Crypto-asset;
- malfunctioning of the distributed ledger protocols relating to the Client's Crypto-asset.

9.39. The Client acknowledges and accepts the risks associated with trading Crypto-asset, including market volatility and the risk of total loss of funds.

9.40. The Company maintains internal procedures and, where applicable, a Wind-Down Plan to enable the orderly return of the equivalent value of Crypto-asset in the Client's Account Currency in the event of insolvency. The Company does not guarantee the full recovery of Crypto-asset in situations beyond its control, such as security breaches involving third parties or systemic market events.

Section 10: Conflicts of Interest

10.1 The Company's departments which may be affected by the conflict of interests are separated from departments directly cooperating with Clients through the use of so called "Chinese walls" so as to assure the autonomy of the departments which offer the Company's financial products and which evaluate the adequacy of the products for the Clients.

10.2 The Company's trading department is also separated from direct contact with Clients. The Company's organizational structure ensures the limitation of dependency between departments having direct contact with Clients and departments which undertake activities which cause potential conflict of interests.

10.3 The employees of the Company's trading department shall refrain from giving public commentaries concerning current or prospect market situation and from taking part in preparation of reports and commentaries published by the Company. The employees of the Company's trading department shall not know the intention of a Client concerning the direction of the Transaction.

10.4 The employees of the Company's trading department shall be obliged to present both bid and ask price of the given Crypto-asset in every situation with the use of Spread specified in Condition Tables, which may be used by the Client at his/her own discretion to open a new or close an old position.

10.5 The Company's employees are not allowed to accept any gifts in the form of benefits in cash or benefits in kind from the Clients, potential Clients or from third parties.

10.6 Detailed information on the basic rules of conduct of the Company in the event of a conflict of interests are available on the Company's Website, in the Conflict of Interest Policy of the Company. The Client hereby consents to receive this information via the Company's Website. At the Client's request, the Company will provide the Client with additional information on the policy of preventing conflicts of interest on a durable medium of information.

10.7 In case when a conflict of interest arises after the conclusion of the Agreement, the Company immediately informs the Client about the conflict of interest and refrains from providing brokerage services until obtaining an express statement from the Client about continuation or termination of the Agreement.

Section 11: Independence

11.1 The Instruction or the Order shall constitute an independent decision of the Client, which shall be made at his/her own discretion and his/her own responsibility unless otherwise stipulated in the Agreement.

11.2 Unless the liability arises from generally Applicable Law or unless otherwise stipulated in the Agreement, the Company shall not be responsible for the consequences of Client's decisions, including the Dispositions and/or the Orders placed by the Client in a situation where the Client makes his decision upon commentary, suggestion, recommendation or information received from the Company, an employee of the Company, or a person acting on behalf or in the name of the Company.

11.3 It is hereby clarified that the Company will not advise the Client about the merits of a particular Transaction or give him any form of investment advice and the Client acknowledges that the Services do not include the provision of investment advice.

11.4 The Company will not be under any duty to provide the Client with any legal, tax, investment or other advice relating to any Transaction. The Client may wish to seek independent advice before entering into a Transaction.

Section 12: Reports and Correspondence

12.1 The Company shall provide the Client on an ongoing basis via the Trading Account with access to such information necessary to determine:

a) (a) the Balance of the relevant Accounts;

b) (c) the current list of open and closed Transactions on Crypto-assets;

c) (d) the Equity;

d) (e) the Free Margin;

e) (g) value of Crypto-assets;

f)(h) parameters of submitted Orders.

12.2 Immediately after executing the Transaction or placing the Transaction Order by the Client on the relevant Trading Account an appropriate confirmation of the executed Transaction shall be generated, which shall be displayed in real time on the relevant Trading Account and archived for evidence purposes by the Company.

12.3 For the purposes of tax and/or subject to Applicable Law the Company may provide Client with additional reports and confirmations.

12.4 The Company provides the Client on a durable medium, for example via e-mail, with detailed information regarding the execution of the Order at the Client's request.

12.5 The Company provides the Client on a quarterly basis on a durable medium (for example by e-mail), with a statement of the Client’s Crypto-asset and/or Client’s funds held by the Company under the terms of the Agreement. The client may download from trading platform at any time the relevant statement.

12.6 At least once a year, the Company provides the Client on a durable medium (for example by e-mail), information on costs and fees incurred by the Client in connection with the services that may be provided by the Company to the Client.

12.7 Subject to the provisions of clause 12.11, the Company may prepare a statement showing Transactions registered on the Client's Trading Account for any period in a paper form.

12.8 The Client shall exercise due diligence by constantly monitoring the conditions of Transactions recorded in the Trading Account and shall immediately notify the Company about any inconsistencies that come to his attention.

12.9 The Company shall correspond with the Client by ordinary mail, electronic mail, internal electronic mail in the Client Office or by other means of electronic communication. Correspondence with the Client includes also providing the Client with information related to the brokerage services provided to it by the Company.

12.10 Parties hereby agree that any declarations of will or statements related to performance of trading in Crypto-assets or other activities performed by the Company may be submitted by the parties in electronic form. The information regarding the brokerage service provided to the Client shall be provided immediately, unless GTC or the Agreement stipulate otherwise. If the commonly governing law so requires, the information shall be provided to the Client on a durable carrier.

12.11 Notwithstanding aforementioned provisions, at the Client's request, the Company provides the Client with documents and information related to the Crypto-assets services provided to him/her by the Company and/or periodical reports and/or confirmations related to Company services, including but not limited to, confirmations related to Client's orders and funds kept for the Client, in a paper form. The Client must send the relevant request to the Company at email address: cs@xtb.com.

12.12 In the situations specified in the GTC as well as in other cases, when the Company deems it necessary, the Company shall correspond by registered mail or courier services. The Clients shall be obliged to acquaint themselves with the correspondence received or deemed to be received by them from the Company.

12.13 Any correspondence sent to the Client by the Company, shall be deemed received by the Client:

- (a) in the case of registered mail – upon its delivery;
- (b) in the case of electronic mail – after 1 (one) day from the date and time of sending;
- (c) in the case of an internal electronic mail in the Client Office – after 1 (one) day from the date and time of sending;
- (d) in the case of a courier service – upon delivery.

12.14 The Company will, depending on the nature of the Transaction and on whether it should be reported under Applicable Regulations, report a Transaction to the competent authority as provided by Applicable Regulations as quickly as possible and no later than the close of the following Business Day.

Section 13: Force Majeure

13.1 Force Majeure shall mean a situation in which, due to events being beyond the Company's control, the functioning of the Company or the Client's Trading Account in accordance with the Regulations is not possible.

13.2 A Force Majeure Event shall include without limitation each of the following:

- (a) riots, strikes, power outages, fire, lack of communication, armed conflicts, the outbreak of war or hostilities, the threat of war, national emergency, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis;
- (b) situations related with the occurrence of terrorist attacks;

- (c) destruction of the Company's Offices or circumstances which disable the capability of the Company's operational activity;
- (d) breakdown of IT systems, for which the Company does not bear responsibility;
- (e) breakdown of computer devices, disabling the proper functioning of IT systems, for which the Company does not bear responsibility;
- (f) lack of Internet connection, due to the breakdown of the internet provider or connectivity overload;
- (g) breakdown of telecommunication systems, for which the Company does not bear responsibility;
- (h) Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster;
- (i) Labour disputes and lock-out;
- (j) A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, supervisory, regulatory or supranational body or authority;
- (k) Any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default.

13.3 If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Agreement) the Company may without prior notice and at any time take any or all of the following steps:

- (a) Suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them;
- (b) Take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other clients;
- (c) Omit to take all such other actions as the Company deems to be reasonably inappropriate in the circumstances with regard to the position of the Company, the Client and other clients;
- (d) Cease providing access to the Trading Account in case of malfunction for maintenance or to avoid damage;
- (e) Close out Client Open Positions so as not to expose the Client to risk;
- (f) Refuse to accept Orders from Clients;
- (g) Close out any or all Client Open Positions at such prices as the Company considers in good faith to be appropriate;
- (h) increase Spreads.

13.4 In the event of Force Majeure Event, the Company shall not be liable or have any responsibility towards the Client for any type of loss or damage arising out of any failure, impediments, interruption, or delay in performing its obligations under this Agreement.

Section 14: Commissions, Fees and Inducements

14.1 The Company has the right to charge commissions and fees for the services provided to the Client. Detailed information about commissions and fees shall be specified in the Condition Tables.

14.2 It is agreed and understood that the Client shall be solely responsible for all filings, tax returns and reports which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with his trading activity with the Company hereunder.

14.3 The Client undertakes to pay all stamp expenses relating to this Agreement and any documentation which may be required for the carrying out of the transactions under this Agreement.

14.4 Should the Company pay or receive any fees, costs or inducements for the introduction of the Client or associated with trading in the Company's products or services, it shall notify the Client according to Applicable Regulations. In such a case only, the Company will inform, at least once a year, its clients on an individual basis about the actual amount of payments received.

14.5 The Client will also be informed of the applicable prices, charges and spreads and any terms and conditions. This does not affect the commitment of the Company to offer the same level and quality of service to all Clients.

14.6 The Company will also provide its clients on an annual basis with information of the exact amount of the payment paid on an ex-post basis. Such a fee is designed to enhance the quality of the service offered to the Client.

Section 15: Liability and Erroneous Prices

15.1 The Company shall not be liable for any Client's losses arising from the execution of the Client's Disposition. The Company shall not be liable for loss of earnings and/or profits and/or or losses of the Client caused by interruptions or delays in the transmission of data due to reasons beyond the Company's control and liability.

15.2 In particular, the Client may not claim against the Company that due to a fault in the functioning of technical infrastructure he/she could not place the Transaction Order, submit the Instruction/Disposition or obtain information regarding his/her Accounts.

15.3 The Client acknowledges that he/she is responsible for regularly reviewing and updating the software systems (including the mobile application and operating system version) the Client uses to access the Trading Platform. The Client further acknowledges that failure to do so may affect the proper functioning of the Trading Platform on the Client's device and lead to losses or loss of profit.

15.4 The Client acknowledges that quotations published by the Company in a particular Trading Account may deviate from the price of the Crypto-asset subject to the other provisions of the Agreement, such a price may be considered as erroneous, and each party may withdraw from the Transaction or the parties may adjust the terms of executed Transactions as described below. This may be done only in the following situations:

- at the moment of conclusion of the Transaction the price of the Crypto-asset differs from the price of the Crypto-asset quoted ; the price must be quoted at the moment of conclusion of the Transaction by at least two Liquidity Providers and must differ by more than three Spreads for the first liquidity level available in the Company's order book for the particular Crypto-asset, and by more than four Spreads for the next liquidity levels.

15.5 If the Transaction was made at an erroneous price, the party who objects to such erroneous price may withdraw from the Transaction by submitting a declaration of withdrawal or request to correct the terms of the Transaction. If the Client is the party who objects regarding the price correctness, the Company shall not later than 7 business days following the day when the above objections were made by the Client, on the basis of quotation of two Liquidity Providers or on the basis of prices at Liquidity Providers resolve whether the price was erroneous or not.

15.6 Declaration of withdrawal served by the Client shall be effective only if the Company confirms in accordance with this point that the price of Transaction was erroneous. In case of lack of Client's request, the Company shall regard the Transaction as binding for the parties regardless of the error.

15.7 In order to withdraw from the Transaction or correct the terms of the Transaction the parties shall submit respective statements by electronic mail, in the manner specified in clause 12 of the GTC. An offer to correct the terms of Transaction shall not be binding if the other party does not accept the offer without undue delay. In such an event it shall be deemed that the other party does not accept the offer to correct the terms of Transaction.

15.8 The offer to correct the terms of Transaction may be cancelled by the party placing an offer at any time before its acceptance by the other party. In case of rejection of the offer to correct the Transaction or a lack of timely response by any party, each of the parties is entitled to withdraw from the Transaction in accordance with clause 15.5.

15.9 As a result of withdrawal from the Transaction in accordance with clause 15.5, the Company shall adjust the respective Balance and other registers within given Accounts and record respectively the Balance or other records according to the state existing prior to conclusion by the Client of the Transaction on the erroneous price. If the withdrawal applies to the Transaction closing the Open Position, the withdrawal causes restoring of the Open Position and the adjustment of the respective Balance and other registers within given Accounts to the state that would have existed if the position was never closed.

15.10 As a result of correction of the terms of the Transaction, the Company shall adjust the respective Balance and other registers to the amount and state which would have been recorded on the given Account if the Transaction had been concluded on the market price. The market price shall be determined in the manner set forth in clause 15.5 of the GTC.

15.11 The Company shall not be liable towards the Client for any damage caused by erroneous price, if the error in the price was caused by circumstances for which the Company shall not be liable on the basis of generally Applicable Law and/or being beyond the Company's control, as well as in the case in which the Client knew about the erroneous price and/or could have learnt about it easily. In case the error is a result of circumstances for which the Company is liable, the Company shall be liable for damages of the Client limited to the amount of 10% of the Margin value which constituted the collateral of Transaction concluded by the Client on the erroneous price.

15.12 No provision of the GTC shall limit the liability of the Company towards the Clients for damages caused by the Company's willful misconduct or fraud. Notwithstanding and subject to the provisions set forth in clause 15.11 of the GTC, the Company accepts liability exclusively for damage resulting from breach by the Company of the governing laws, provisions of the Agreement or GTC, as well as acting in bad faith or failure to exercise due diligence in providing brokerage services.

15.13 The circumstances in which the Company shall not be liable to the Client for any damage and/or loss include, but are not limited to:

- (a) third parties' acts, errors or omissions, for which the Company does not bear responsibility, in particular caused by financial institutions by data errors on the basis of which the Company determines the Crypto-asset Prices;
- (b) Force Majeure Events;
- (c) Any person obtaining the Client's Login and Password prior to the Client reporting to the Company such an occurrence and any misuse of such Login and Password.

Counteracting the Systematic Concluding of Transactions Based on Erroneous Prices

15.14 If, based on the Client's Transactions, the Company notices that Transactions are systematically concluded by the Client on erroneous prices, the Company reserves the right, irrespective of other provisions of the GTC, to:

- (a) terminate the Agreement with immediate effect and/or
- (b) close any Trading Account of the Client with immediate effect.

15.15 This section shall apply to situations including, but not limited to where the Client deliberately uses, by means of a software or in other manner, a practice which systematically takes advantage of: price slippages, price delays, delays in Order execution and any other situations where the price of a Crypto-asset at the moment of the conclusion of the Transaction deviates in any manner from the Crypto-asset price.

Section 16: Currency Exchange

16.1 By providing Currency Exchange services XTB sells or buys currencies on your behalf and for your account. This service is provided only by making a transfer between your Trading Accounts and is only available in the Account Currency.

16.2 XTB provides Currency Exchange services solely where these are connected to the provision of other trading services. Currency Exchange provided by XTB shall result in executing specific orders, such as buying Crypto-asset in a currency other than the funds you deposit.

16.3 Currency Exchange is concluded at the current Currency Exchange Rate. Detailed information about the Currency Exchange Rate is provided in the Table of XTB's fees and commissions.

16.4 Currency Exchange takes place on the basis of your Disposition. Until we execute your Disposition, you may cancel or modify it.

16.5 We will not execute your Currency Exchange Disposition if there is a significant change in the Currency Exchange Rate, i.e. in a situation where the value of the Currency Exchange Rate at the time of submitting the Disposition differs from the value of the Currency Exchange Rate at the time of its planned execution by more than 0.2%. In such a situation, you will be asked to submit and confirm the Disposition again.

16.6 We shall use our best efforts to execute and settle your Currency Exchange Dispositions immediately after they are placed.

16.7 The costs and fees related to the Currency Exchange services are specified in the Table of XTB's fees and commissions. Funds in the amount not exceeding the equivalent of EUR 14,000 may be subject to Currency Exchange each time.

16.8 If the Currency Exchange was performed on the basis of an incorrect Currency Exchange Rate, either party may withdraw from it or the parties may mutually correct its terms.

16.9 In order to withdraw from the concluded Currency Exchange or correct the terms thereof, the parties shall submit respective statements to each other via electronic mail in the manner specified in chapter 12 of General Terms and Conditions.

16.10 If you raise objections regarding the correctness of the Currency Exchange Rate, XTB will immediately, but no later than within 7 business days from the date of submitting your statement referred to in section 16.9., verify the correctness of the Currency Exchange Rate and provide you with information about the effective withdrawal from the concluded Currency Exchange or present to you an offer to correct its terms.

16.11 Withdrawal from the Currency Exchange or correction of its terms will only be possible if the Currency Exchange Rate at which the exchange was concluded was incorrect in accordance with the conditions specified in section 16.8.

16.12 Following withdrawal from the Currency Exchange or acceptance of the offer to correct its terms, we shall respectively:

- restore the Balance and other registers in relevant Accounts and record the status as existed prior to conclusion of the Currency Exchange at the erroneous Currency Exchange Rate; or
- adjust the relevant Balance and other registers in the relevant Accounts to reflect the amount and the status that would have been recorded in the given Account if the Currency Exchange had been concluded at the correct Currency Exchange Rate.

16.13 We shall not be liable for any effects of:

- execution of a Disposition, if such execution is carried out in accordance with the Instruction,
- non-execution or improper execution of a Disposition as a result of any circumstances we are not responsible for (in particular caused by errors resulting from defective connection, no connection or temporary lack of access to the Trading Platform, for which we are not responsible),

- refusal or inability to execute a Disposition in any circumstances, if the refusal or inability to execute the Disposition results from circumstances for which we are not liable, in particular for reasons attributable to Force Majeure,
- suspension, errors or delays in access to data distributed via the Trading Platform, if said errors, interruptions or suspensions arise from circumstances we are not responsible for.

16.14 In case you use the Currency Exchange service in a manner inconsistent with the principles set out in the General Terms and Conditions, XTB has the right to deprive you of the opportunity to use this service.

Section 17: Client Complaints

17.1 Complaints related to the services provided by the Company, can be submitted by the Client as specified below:

- (a) By sending by post or delivering in person a completed complaints form which will include the required information at the following address: XTB Limited, Building: HIGHSIGHT RENTALS LTD, Pikioni 10, 3075 Limassol, Cyprus
- (b) By submitting the Complaints Form electronically via email to compliance.cy@xtb.com

17.2 Any forms and contact data concerning filing complaints, are indicated in the Complaints Procedure for clients, provided on the Company's Website.

17.3 The complaint shall contain:

- (a) all relevant information enabling the Company to identify the Client, consistent with the information submitted to the Company at the conclusion of the Agreement or as later amended;
- (b) brief description of the problem;
- (c) time of occurrence of the problem, which the complaint concerns;
- (d) a number of the Account;
- (e) a precise request;
- (f) a number of the Order or the Transaction the complaint concerns, if applicable.

17.4 If the content of the complaint is not clear or sufficiently precise or there is doubt as to what exactly the complaint relates to, the Company shall have the right to ask the Client to submit further information or make clarifications. The Client acknowledges and accepts that if a complaint is not sufficiently clear or any information requested is not provided, the complaint might be on such basis be rejected by the Company.

17.5 Lack of any of the items listed in clause 17.3 results in an interruption of the period for reply to the Client's complaint until the complaint is completed with the missing items. After the complaint is completed, the period for the reply restarts from the point of interruption.

17.6 The Company will confirm receipt of the complaint within five days of its receipt or on request from the Client. The Company shall immediately investigate the situation that caused the complaint of the Client and consider Client's complaint not later than 60 days from the date of filing the complaint.

17.7 The Company will respond to a complaint in writing or on a durable medium of information or, if requested by the Client, only in electronic form. If the complaint, due to its particular complexity, cannot be responded to in the aforesaid period, the Company shall provide the complaining Client with further information including:

- (a) explanations of the reasons for the delay;

- (b) indication of circumstances that have to be established for consideration of the complaint;
- (c) expected date of consideration of and response to the complaint, which shall not exceed 90 days from the receipt of the complaint.

The provisions of this clause 17.7 do not apply, if the complaint was filed according to the provisions of clause 19.3.

17.8 The Client can file a complaint by a proxy authorised in accordance with provisions of clauses 18.2 - 18.3.

17.9 The Client acknowledges that filing a complaint immediately after what the Client deems as irregularities are revealed to the Client, will enable the quicker consideration of the complaint by the Company, unless this situation is not relevant to the procedure of considering the complaint.

17.10 The Client has the right to appeal against a decision of the Company concerning a complaint. The Rules in the GTC applicable to Client's complaints also apply to the appeal procedure. If the Client's appeal is rejected by the Company, then the Company will not consider any further appeals from the Client concerning the same matter if no additional new circumstances have appeared which could lead to a change of the decision of the Company regarding the complaint.

17.11 It is noted that where the Client is a natural person, it may have the right to file a complaint to the Financial Ombudsman of Cyprus as provided by Applicable Laws.

17.12 Notwithstanding the provisions of the GTC, the Client has the right to bring an action before the competent court. This applies also to situations when the Client is not satisfied with the decision of the Company to the claim submitted by him/her. Hence the Client's right to take legal action remains unaffected by the existence or use of any complaints procedures referred to above.

Section 18: Authorizations

18.1 The Client has the right to appoint proxies authorized to execute any activities on his behalf related to conclusion, amendment, termination or performance of the Agreement.

18.2 In accordance with the provisions of the Applicable Law, the authorisation or revocation thereof may be granted only in writing in the presence of a person authorised by the Company who shall confirm the data contained in the authorisation and the authenticity of signatures of the Client and its proxy.

18.3 The requirement referred to in clause 18.2 shall not apply to powers of attorney granted in writing with a signature of a principal certified by a notary public or in the form of a notary deed. However, in order for powers of attorney granted in the above manner to be effective, a specimen signature of the authorized proxy certified by a notary public shall be attached to the power of attorney.

18.4 A proxy may appoint further proxies only if such a possibility is expressly provided in the authorisation.

18.5 An expiry of an authorisation shall be effective towards the Company upon receipt of a notice regarding: (a) revocation of authorisation by the Client or by a proxy, (b) Client's or proxy's death, (c) loss of Client's legal personality if the Client is a legal person.

18.6 The form and content of a proxy as well as the person to be appointed as proxy must be of the approval of the Company as the Company may decide at its absolute discretion.

Section 19: Final Provisions

19.1 By accepting the GTC, the Client agrees and acknowledges that the Company shall have the right and/or is obliged to record all conversations and communications between the Client and the Company conducted by telephone or any other means of communication, in particular the correspondence in the electronic form, and the right to use such recordings and records as evidence in any disputes between the parties. The Client accepts such recordings as conclusive evidence of the Orders/Instructions or conversations so recorded.

19.2 The personal information we hold in the form of a recorded communication, by telephone, electronically, in person or otherwise, will be held in line with local regulatory requirements and should be provided to the client upon his request.

19.3 The Company collects and stores the Client's personal data in accordance with Applicable Law, in particular with the applicable personal data protection and anti-money laundering regulations.

19.4 The Client confirms that he/she was informed that the Company can rely on the Client's personal data and can store and process it inter alia for the purposes of performance of the Agreement, including but not limited to the maintenance of relations with the Client, maintenance of the Client's Accounts, collection of debts, the Client's applications examination process, a risk assessment, ensuring regulatory compliance, and development and analysis of the Company's products and services.

19.5 The Client acknowledges that the Company has the right to disclose Client information (including recordings and documents of a confidential nature, card details) where required by law, where required by the order of a competent court, where required by CySEC or any other authority duly authorised to request and receive such information, to the relevant authorities to investigate or prevent fraud, money laundering or other illegal activity, to credit reference and fraud prevention agencies, third party authentication service providers, other organisations for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of the Client, trade depositories or similar under the Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, Regulation (EU) 2023/1114 of the European Parliament on Markets in Crypto-asset, central counterparties (CCPs) and trade repositories (TRs) (EMIR).

19.6 If the Client Account is inactive, i.e. if there is no any trading activity on the Client's Account within the last 365 days and no cash deposit within the last 90 days, the Company reserves the right to render the account inactive and shall have the right to charge the Client Account an Inactivity Fee as determined by the Company in its discretion from time to time in the Fees and Commission Table (depending in the Currency of the Client Account).

19.7 The Company shall contact and inform the Client14 days before it renders the account inactive and starts charging the Inactivity Fee. These fees will be charged in the amount of free funds remaining on the Customer's account. Before the fee is collected, the amounts are converted into the currency of the account. If the Client Account is inactive for 365 days or more, the Company reserves the right to close the account.

19.8 The Company has the right to amend the GTC for any of the following reasons:

- (a) due to changes in the generally applicable provisions of law, which have or may have an impact on the Company, including services provided by the Company or customer support of the Company;
- (b) due to the need to adapt the GTC to the Applicable Law;
- (c) due to changes in the interpretation of provisions of law, resulting from court rulings, resolutions, decisions, recommendations or other acts of state bodies;
- (d) due to the need to adapt the GTC to the decisions, guidelines, recommendations, or other positions

of the supervision authorities;

- (e) due to the need to adapt the GTC to the requirements relating to consumer protection;
- (f) due to a change in the scope of business activity or change in the scope of provided services or change in the manner of services provision;
- (g) due to introduction of new products or services to the offer of the Company or change of the offer of the Company concerning the modification of products or services, including the scope and manner of their provision;
- (h) due to the need to adapt the GTC to changing market conditions, including offers of competing investment firms, technological changes and/or changes in the functioning of financial markets.

19.9 In such a case, the Company shall inform the Client in advance by prior written notice sent to the Client at least 5 days before the date in which the amendments come into force. The content of the amended GTC shall be available in the Company's Office and on the Company's Website.

19.10 The Company has the right to amend other documents which regulate the terms and conditions of cooperation between the Client and the Company, in particular the Condition Tables, the Orders' Execution Policy, the Declaration of Investment Risk, upon a prior written notice to the Client sent, at least 5 days prior to entry into force of such amendments for the reasons specified in clause 19.11. The documents will be available in the Company's Office and on the Company's Website.

19.11 The Company has the right to amend the Condition Tables, concerning commissions and fees, for the following important reasons:

- (a) due to change in the level of inflation;
- (b) due to increase of the cost of operating the Account or the cost of services provided by the Company, in particular as a result of changes in the prices of energy, telecommunication connections, postal services, transaction settlement costs and other costs incurred by the Company in the benefit of capital market institutions, including costs incurred through Co-Operators;
- (c) due to a change of law affecting the increase in the cost of maintaining the Account or the cost of providing services;
- (d) due to introduction of charges related to the implementation of new services or products;
- (e) due to a change of scope, form or manner of performing services, in particular in order to adapt them to the current standards of the brokerage or other service activity, market conditions, technological changes, etc.

19.12 Irrespective of any other provisions, the Company is entitled to change the value of the required Margin with immediate effect, after having informed the Client, also for the Open Positions, in case of a Force Majeure Event and in cases where one of the following events occurs or the Company considers that it is highly probable that in the nearest future one of the following events will occur, such as: extraordinary volatility of the price of the Crypto-assetor loss or significant decrease of liquidity of the Crypto-assetor other extraordinary event on the Crypto-asset market.

19.13 Irrespective of any other provisions of the GTC, the Company shall also have the right to perform changes other than the ones referred to in the preceding clauses 19.11 –19.12, with immediate effect, if:

- (a) such changes result in the lowering of the Client's costs of Transactions;
- (b) such changes introduce new products to the Company's offer;
- (c) the availability of short sale or borrowing cost on the given Crypto-assethas changed;
- (d) a Force Majeure Event occurs;
- (e) such changes do not affect negatively the legal or economic standing of the Client.

19.14 The Company has the right to immediately change the status of a Crypto-asset to Close Only if at least one of the following circumstances occurs:

- market data necessary for proper quotation or trading of the Crypto-asset is unavailable;
- receipt of binding information from LP regarding the inability to place or execute Orders on a given Crypto-asset.

19.15 Any amendments made pursuant to this clause 19 shall apply within their scope to the conditions of each open Transaction and shall be binding for the Client and the Company from their time of entry into force.

19.16 In the event of any amendment to the documents or conditions resulting in the removal of a given Crypto-asset from the Condition Tables, the Company may call upon the Client to close a Position on a given Crypto-asset within the prescribed time limit which shall not be shorter than 7 days. Where the Client, despite a request, fails to close his Open Positions within the prescribed time limit, the Company may close the Client's Open Positions on a given Crypto-asset- without the Client's consent.

19.17 The Client who does not accept amendments to the GTC and/or Condition Tables shall have the right to terminate the Agreement and close any or all of the Accounts with immediate effect. The Client must notify the Company of this fact in writing, via e-mail or requesting account closure in the Client Office.

19.18 Where, and subject to the Applicable Law, the Company requests from the Client to provide specific data and/or information, and the Client does not provide the Company with the data and/or information and does not offer satisfactory justification, the Company is entitled to, after prior request to the Client:

(a) refuse to conclude or terminate the Agreement with immediate effect, with the Client;

(b) refuse the Client to conclude a Transaction or execute an Instruction, and particularly to reject each Client's Order;

(c) block the Client's access to Trading Account.

(d) block deposits and withdrawals.

19.19 The Client hereby acknowledges and agrees that where the Client is obliged to hold LEI under the Applicable Laws, any failure to renew LEI within the prescribed time limit may result in a refusal to provide services to the Client.

Termination of agreement

19.20 Without prejudice to any other provisions of this Agreement this Agreement remains in force until terminated by either Party.

19.21 Irrespective of any other provision of the GTC the Company has the right to terminate the Agreement with immediate effect:

- if the client fails to perform any obligation under this agreement;
- in case of an Event of Default;
- in case of breach of T&Cs;
- due to Important Reasons as specified in Definitions section of this agreement;
- in case of reasonable grounds for suspicious client's activity, abusive trading and violations of Applicable Laws.

19.22 The Company reserves the right to terminate the agreement for the reasons specified in section 19.21. without notice. However, the Company on its discretion may give notice to the client. The notice period depends on the reason for termination.

19.23 The Notice of termination of the Agreement shall be sent by the Company to the Client's provided e-mail address.

19.24 The client may terminate the agreement for any reason, giving one week notice to the Company.

19.25 The Company may terminate the agreement for any reason, other than those specified in clause 19.21. giving one week notice to the client.

19.26 Notice of termination and/or termination of the Agreement by either Party will not affect any obligation which has already been incurred by either Party and/or any legal rights or obligations which may already have arisen under the Agreement or any Transactions made hereunder, including, but not limited to, performance of obligations resulting from closed or opened positions.

19.27 Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (but without limitation) all outstanding costs and any other amounts payable to the Company, any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement. Prior to or upon Termination, the Company will give instructions to the Broker to pay the Company the above amounts.

19.28 If the Client fails to perform its obligations, the Company shall request the Client to satisfy the Company's claims within the time limit specified in the request which shall constitute an attempt of amicable dispute resolution. In case of failure to satisfy the claims within the time limit specified in the request, the Company can seek unsatisfied claims from the Client in court or by way of enforcement proceedings.

19.29 Upon Agreement termination, all accounts kept by the Company for the benefit of the Client shall be closed. Once notice of termination of this Agreement is sent and before the termination date:

- (a) the Client will have an obligation to close all his Open Positions and issue a Disposition regarding the funds collected in the Company;
- (b) If he fails to do so, upon termination, the Company will close any Open Positions at the price from the end of the day on which the Agreement was terminated and the funds remaining in the Client's accounts shall be transferred to the withdrawal account specified by the Client, verified according to the Applicable Law. If such an account does not exist, the Company shall request the Client via e-mail to specify the bank account number for withdrawals and to supply other documents required by the Applicable Law within two business days;
- (c) if the Client fails to specify the account or fails to supply the documents specified above within the set time limit, the Company will block the Client's access to Trading Account and funds remaining on the Client's accounts shall be subject to the Inactivity Fee as determined by the Company in its discretion from time to time in the Fees and Commission Table (depending in the Currency of the Client Account);
- (d) The Company shall request the Client to issue the Disposition of funds withdrawal, supplying the information to the Client's e-mail address. The Client can submit the Disposition of funds withdrawal at any time;
- (e) The Company will be entitled to refuse to the Client to withdraw money from the Client Account and the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.

19.30 Once notice of termination of this Agreement is sent and before the termination date:

- (a) the Company will be entitled to cease to grant the Client access to the Platform(s) or may limit the functionalities the Client is allowed to use on the Platform(s);
- (b) the Company may be entitled to refuse to accept new Orders from the Client;
- (c) the Company may block deposits and/or withdrawals.

19.31 Upon Termination any or all the following may apply:

- (a) The Company has the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set off those Balances;
- (b) The Company has the right to close the Client Account(s);
- (c) The Company has the right to convert any currency;
- (d) The Company has the right to close out the Client's Open Positions;
- (e) In absence of illegal activity or suspected illegal activity or fraud of the Client or instructions from the relevant authorities, if there is Balance in the Client's favour, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any Nominee or/and any Custodian to also pay any applicable amounts. Such funds shall be delivered in accordance with the Client's Instructions to the Client. It is understood that the Company will effect payments only to an account in the name of the Client. The Company has the right to refuse, at its discretion, to effect third party payments;
- (f) The Company may refuse such payment in case of illegal activity or suspected illegal activity or fraud of the Client.

19.32 The Agreement expires upon acquisition by the Company of reliable information on the Client's death, including but not limited to on the basis of the presented death certificate of the Client. All dispositions regarding funds shall be accepted by the Company only from the heir and/or heirs of the Client (specified in a court decision), and such dispositions shall be solely performed under the requirements and obligations imposed by the Applicable Law and only after and/or if the heir and/or heirs meet such conditions.

19.33 If there is more than one heir, the Company can accept dispositions from all heirs or one of them if he/she acts on behalf of other heirs, which meet such conditions under Applicable Law as mentioned above, under relevant powers of attorney and in accordance with the provisions of the Applicable Law.

19.34 The Company may accept the dispositions also on the basis of a court decision on division of the estate or an agreement regarding division of the estate. If the Applicable Law imposes any other additional obligations, the Company shall perform the dispositions only after the heirs meet such conditions.

19.35 If the Client is in default with supply of funds for a period exceeding one month, the Company can terminate the Agreement with immediate effect or suspend its performance until the Client supplies the funds in default or until receipt from the Client or a third party of a guarantee of funds supply or any other collateral. The provision of this clause shall not apply in situations when, under the Agreement or GTC, the Client is not obliged to supply funds.

Event of default

19.36 Each of the following constitutes an **Event of Default**:

a) the failure of the Client to perform any obligation under the Agreement;

b) where an application is made in respect of the Client pursuant to the Cyprus Bankruptcy Act or any equivalent insolvency act in another Jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client;

c) where any representation or warranty made by the Client becomes untrue;

d) where the Client dies or is declared absent or becomes of unsound mind;

e) where the Company believes that the Client or his /her/its proxy may involve and/or has involved the Company in any type of fraud or illegality or breach of Applicable Regulations or in the Company's opinion is at risk of involving the Company in any type of fraud or illegality or breach of Applicable Regulations;

f) where the Company believes that the Client or its proxy is engaged into money laundering activities or terrorist financing or other criminal activities;

g) where the Company reasonably suspects that the Client performed Abusive Trading;

h) where the Company reasonably suspects that the Client opened the Client Account fraudulently;

i) where the Company reasonably suspects that the Client performed forgery or used a stolen card to fund his Client Account.

19.37 Irrespective of any other provision of the GTC, if an Event of Default occurs the Company may take one or more of the following actions:

(a) Close out all or any of the Client's Open Positions at current prices;

(b) Restrict access to the Trading Account;

(c) Reject any Orders of the Client.

(d) Block deposits and/or withdrawals;

(e) Cancel profits;

(f) Terminate the agreement with immediate effect and without notice;

g) Take legal action for any losses suffered by the Company.

19.38 The termination notice of the Agreement will not affect previously acquired rights and in particular the execution of obligations resulting from the closed and/or opened positions. The Client is not entitled to withdrawal from the Agreement pursuant to Applicable Law.

19.39 The services provided by the Company pursuant to the Agreement and the GTC shall be interpreted in accordance with the laws of the Republic of Cyprus and the Courts of Cyprus shall have exclusive jurisdiction.

19.40 The Company's official language is the English language, and the Client should always read and refer to the Website for all information and disclosures about the Company and its activities.

19.41 Should any part of this Agreement be held by any Court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by the law of any Market or regulator, that part will be deemed to have been excluded from this Agreement from the beginning, and this Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

19.42 The Company's failure to seek redress for violations, or to insist upon strict performance, of any condition or provision of this Agreement, or its failure to exercise any or part of any right or remedy to which the Company is entitled under this Agreement, shall not constitute an implied waiver thereof.

19.43 The Company may assign its rights and obligations under the Agreement onto the Company's Cessionary, upon the Client's consent. The Company may assign its rights and obligations under the Agreement onto the Company's Cessionary without the Client's separate consent only on condition of joint fulfilment of the following conditions:

a) The Company notifies the Client on the intention to assign his rights and obligations under the Agreement onto the Company's Cessionary at least 7 (Seven) days before executing the assignment,

b) The Company's Cessionary has permission to carry out brokerage activity, issued by a respective financial market regulator,

c) The Company’s Cessionary is authorised to carry out activity in the territory of Cyprus in compliance with Applicable Regulations,

d) the Client can be accepted by the Company’s Cessionary as its client on a basis of internal procedures of the Company’s Cessionary.

19.44 In case of assignment of the Company’s rights and obligations under the Agreement onto Company’s Cessionary, the Agreement (including provisions of this GTC and the other documents referred to in clause will cease to have effect. The business relationship between Client and Company’s Cessionary, will be defined between the Client and Company’s Cessionary and in accordance with Company’s Cessionary internal procedures and practices.

19.45 Irrespective of other provisions of this GTC in case of Clients disagreement with the assignment of the Company’s rights and obligations as referred to in clause 19.43 and 19.44, this should be expressly expressed to the Company by written notice sent by email, or any other electronic method provided by the company, to the Company within 7 (seven) days from receipt by Client of the notification under point a) above.

19.46 Client’s disagreement as set out in clause 19.45 of this GTC, will result in termination of this Agreement in accordance with provisions of this GTC. Notification about the termination of the Agreement shall be sent by the Company to the Client by email.

19.47 All rights and remedies provided to the Company under the Agreement are cumulative and are not exclusive of any rights or remedies provided by law.