

**AGREEMENT FOR PROVIDING BROKERAGE SERVICES AND OPERATING THE
SECURITIES ACCOUNT AND MONEY ACCOUNT BY DOM MAKLERSKI BANKU
HANDLOWEGO S.A.**

Hereinafter referred to as the “Agreement”, executed on the _____ by and between
Dom Maklerski Banku Handlowego S.A., with its seat in Warsaw, ul. Chałubińskiego 8, registered at
the District Court for the Metropolitan City of Warsaw, Department 12 of Corporate Law and the
National Court Register under entry No. KRS 0000002963 and represented in this agreement by its
duly authorized representatives:

hereinafter referred to as „DMBH”

and

Mr./Mrs. _____

date and place of birth _____

parents’ names * _____

citizenship _____

domiciled at _____

correspondence address _____

type and number of identity document _____

PESEL or country code _____

Tax Identification Number (NIP) _____

* The tax identification number or another identification number issued at country of domicile:

type of ID document _____, number _____

Tax Office competent for place of domicile _____

Telephone number: Home _____ Office _____

Mobile _____

* - applicable to non-residents

hereinafter referred to as the “Investor”.

DMBH and the Investor shall hereinafter be referred to jointly as the “Parties”.

§ 1

1. DMBH undertakes to open and operate:
 - 1) the securities account number, to record securities being owned by the Investor,
 - 2) the money account number **1030 1999 9000 0300** , to accumulate cash funds of the Investor used to settle transactions.
2. DMBH reserves itself the right to change numbers of accounts specified in Para 1, above, provided it notifies the Investor in advance of the new numbers.

§ 2

1. DMBH undertakes to buy and sell securities in its own name but on account of the Investor, submitting orders into the regulated market in the Republic of Poland.
2. When placing an order, the Investor shall use a signature, the specimen of which has been provided in Schedule No. 1 hereof.
3. DMBH makes available a detailed list of the markets on which DMBH performs orders, with any amendments thereto, to the Investor at DMBH premises, at DMBH Client Service Outlets and by telephone.

§ 3

1. Provisions of the “Regulations for rendering of brokerage services and operating securities and money accounts by Dom Maklerski Banku Handlowego Spółka Akcyjna” (hereinafter the “Regulations”), included into and made a part hereof, shall apply in matters not provided for herein.
2. The Investor declares that he has received the Regulations prior to executing this Agreement and hereby accepts its content.

§ 4

1. DMBH undertakes to accept instructions by telephone*, fax*, using other technical facilities _____* from the Investor on terms and conditions provided for in the Regulations.
2. The password is specified in Schedule No. 2 hereof.
3. The password may be changed at any time, on request of either Party. The change becomes effective after DMBH is notified thereof using the form appropriate for placing instructions by the Investor. Change of the password is effective after it has been confirmed by DMBH, but in any case no later than on the business day next after it receives information about changing the password.
4. The Parties undertake to maintain the agreed password in confidence to prevent placing of instructions or receipt of information by unauthorized persons.

§ 5

1. The Investor hereby issues a power of attorney to DMBH for:
 - 1) issuing securities buy and sell orders and modifying and canceling such orders, in accordance with instructions placed in line with the procedure set forth in §4, hereof;
 - 2) performing other orders based on instructions placed according to the procedure set forth in §4, hereof;

4. DMBH may terminate this Agreement without notice in circumstances provided for in the Regulations.

§ 8

Any amendments or modifications of the Agreement shall be valid when agreed to by both Parties in writing subject to provisions of §4.3, §6.8 and circumstances provided for in the Regulations.

§ 9

Absolutely applicable laws and provisions applicable on the regulated market shall apply in matters not provided for in the Agreement and in the Regulations.

§ 10

1. Any disputes arising under this Agreement shall be resolved in common court having jurisdictions for the seat of DMBH. This provision shall not apply where the Investor is a consumer, as defined in the applicable regulations.
2. This Agreement is governed by Polish law.

§ 11

This Agreement has been executed in two counterparts.

INVESTOR

DMBH

* - delete as appropriate

Schedules:

- | | |
|----------------|--|
| Schedule No. 1 | <i>Specimen signature and principles of representing the Investor</i> |
| Schedule No. 2 | <i>Password to the Agreement</i> |
| Schedule No. 3 | <i>Declaration of the Investor in respect to his/her rights under the Act on protection of personal data</i> |

Schedule No. 1

to the agreement for providing brokerage services and operating the securities account and money account by
Dom Maklerski Banku Handlowego S.A.

Specimen signature and principles of representing the Investor

.....
(Investor's name)

.....
(date)

.....
(securities account number)

Representations to DMBH shall be submitted by the Investor using the following signature:

INVESTOR

DMBH

date of receipt, seal and signature

Schedule No. 2

to the Agreement for providing brokerage services and operating the securities account and money account by
Dom Maklerski Banku Handlowego S.A.

Password to the Agreement

.....
(Investor's name)

.....
(date)

.....
(securities account number)

**Password applicable to placing of instructions according to the procedure set forth in §4
of the Agreement:**

(not less than 3 characters, not more than 10 characters; only capita letters and digits)

INVESTOR

DMBH

date of receipt, seal and signature

Schedule No. 2

to the Agreement for providing brokerage services and operating the securities account and money account by
Dom Maklerski Banku Handlowego S.A.

**Declaration of the Investor in respect to his/her rights under the Act on protection of
personal data**

.....
(Investor's name)

.....
(date)

.....
(securities account number)

DECLARATION

I hereby declare that I have been notified by Dom Maklerski Banku Handlowego S.A., which collects my personal data, about:

- 1) Address and seat of DMBH;
- 2) Purpose of collecting the data, i.e. performing all activities necessary to execute or perform the Agreement and other agreements executed between me and DMBH;
- 3) Expected recipients of personal data, i.e. public administrative authorities, courts, enforcement authorities and the scope of their authority set forth in the applicable laws;
- 4) My rights set forth in Art. 24.1.3 of the Act on protection of personal data, i.e. of the right to obtain access to my data and right to correct such data;
- 5) Voluntary character of disclosing such data.

Moreover, I also authorize DMBH to disclose my personal data do dominating, dependent or affiliated entities of DMBH.

At the same time I authorize/do not authorize* DMBH to send me information relating to products and services offered by DMBH and offers of products from dominating, dependent or affiliated entities of DMBH.

Legal basis: Articles 23 and 24 of the Act of 29th August 1997 on protection of personal data (Journal of Laws 2002 No. 101, item. 926 as amended).

INVESTOR

DMBH

date of receipt, seal and signature

* - delete as appropriate