

SCHEDULE - PROVISION OF LOCAL BRANCH SERVICES

POLAND

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PREAMBLE

This schedule (the "Provision of Local Branch Services" or "Local Branch Schedule") supplements and amends the Investment Services Agreement for Professional Clients and Eligible Counterparties (the "Agreement") which will govern the contractual relationship between the Client and HSBC Continental Europe (the "Bank") where acting through its Polish branch (HSBC Continental Europe (Spółka Akcyjna) Oddział w Polsce, defined below as the "Local Branch"). For the sake of clarity any contractual relationship in relation to the services and financial instruments within the scope of the Agreement entered into by the Bank acting through its head office and its Clients shall be subject to the provisions of the Agreement without this Local Branch Schedule.

For the purposes of this Local Branch Schedule:

- (i) the Local Branch is the Warsaw branch of the Bank whose registered office is located at Rondo ONZ 1 (floor 22), 00-124 Warsaw, Poland, entered in the register of entrepreneurs of the National Court Register maintained by District Court for the Capital City of Warsaw under number 0000757904, NIP: 1070041832 and REGON: 381835264; and
- (ii) the Local Branch Services are:
 - Reception and Transmission of Orders;
 - Execution of Orders; and
 - Dealing on Own Account.

The Parties may agree separately to apply the Local Branch Schedule to some other services.

The Client understands and agrees that the services of Execution of Orders and Dealing on Own Account will be always provided by the Local Branch and therefore be subject to the provision indicated under this Local Branch Schedule, unless the Client requests in writing that such services are provided by the Head Office.

For the sake of clarity, each time that the Local Branch Services are provided, the Agreement will apply as amended under Local Branch Schedule and any provision of the present Agreement which is not supplemented or supplement as per this Local Branch Schedule will be applicable as provided under the Agreement, therefore in case of conflict between the Agreement and this Local Branch Schedule, the latter shall prevail.

ARTICLE 1 - DEFINITIONS

In this Local Branch Schedule, the terms listed below have the following meaning:

Act on Trading in Financial Instruments

Act on Trading in Financial Instruments dated 29 July 2005, as amended.

Dealing on Own Account

Within the meaning of Art. 69.2.3 of the Act on Trading in Financial Instruments, consists of buying and selling Financial Instruments on one's own account Under Art. 73.2 of the Act on Trading in Financial Instruments, Dealing on Own Account can also be a manner in which investment services provider renders the service of Execution of Orders.

Execution of Orders

Within the meaning of Art. 69.2.2 of the Act on Trading in Financial Instruments, Execution of Orders consists of buying and selling financial instruments on the account of the Client or performing other activities with equivalent effect in relation to Financial Instruments.

Group Company means HSBC Holdings plc, and/or any of, its affiliates, subsidiaries, associated entities and any of their branches and offices, which current list is available in the most actual Annual Report published by HSBC Holdings plc at <https://www.hsbc.com/investors/results-and-announcements/annual-report>. List of most important HSBC Group entities is available on the official HSBC's website: www.hsbc.pl¹; **“any member of the HSBC Group”** has the same meaning.

Financial Instruments

Financial Instruments as defined in Art. 2.1 of the Act on Trading in Financial Instruments, listed in Schedule 1 point 3 of the Agreement, under item relevant for the services of Execution of Orders, Dealing on Own Account and Reception and Transmission of Orders.

PFSA

The Polish Financial Supervision Authority (*Komisja Nadzoru Finansowego*).

Reception and Transmission of Orders

Within the meaning of Art. 69.2.1 of the Act on Trading in Financial Instruments, the reception and transmission of orders includes the activity of: (i) receiving and transmitting orders relating to the acquisition or disposal of financial instruments to another entity, to be executed by that entity; or (ii) bringing together two or more entities to allow the conclusion of a transaction between them.

Working Day

Any day during which the Bank's premises are open in Paris, London and Warsaw for business.

All terms not defined herein have the same meaning indicated in Art. 1 of the Agreement, unless otherwise defined under this Local Branch Schedule, provided that the references made thereunder to the provisions of the Monetary and Financial Code shall be read as made to the corresponding provisions of the Act on Trading in Financial Instruments and any other corresponding Polish law provisions as the case may be, as amended from time to time. In case of any discrepancies between the terms of the Agreement as amended and supplemented by this Local Branch Schedule and mandatory provisions of Polish law, the latter will prevail.

Any reference to the “Bank” in the Agreement shall be intended to include “Local Branch”.

ARTICLE 2 – PROVISION OF LOCAL BRANCH SERVICES

2.1 The Client is identified as: (i) a Professional Client within the meaning of Art. 2(39b); or (ii) an Eligible Counterparty within the meaning of Art. 2(39d) of the Act on Trading in Financial Instruments. The level of protection and information requirements are dependent on the Client's classification as a Professional Client or Eligible Counterparty.

Professional Client

Eligible Counterparty

2.2. The Local Branch Services are provided by the Local Branch under the conditions set out in the Agreement, taking into account the specific provisions applicable to them according to art. 2.3 of this Local Branch Schedule.

The services are in any case provided in accordance with the legislative and regulatory provisions in force in Poland, in particular those laid down in the Polish Civil Code, the Act on Trading in Financial Instruments and secondary legislation.

¹ <http://www.business.hsbc.pl/en-gb/pl/generic/download-centre> as the document “HSBC Holdings' companies in the world”

2.3. The provision of the Local Branch Services is subject to the application of the following provisions:

- Execution of Orders and Reception and Transmission of Orders

In relation to the application of art. 3.4 of the Agreement, for the purposes of this Local Branch Schedule, the Local Branch is not obliged to conduct the appropriateness assessment only in case the Transaction or the service of Execution of Orders or Reception and Transmission of Orders in question: (a) relates to a non-complex Financial Instrument, as defined under §28.1 of the Regulation of the Minister of Finance dated 30 May 2018 on the Terms and Conditions of Proceeding by Investment Firms, Banks Referred to in Art. 70.2 of the Act on Trading in Financial Instruments, and Custodian Banks; (b) the service is provided at the initiative of the Client; (c) the Client or prospective Client has been informed by the Bank that conclusion of the agreement does not require an assessment of appropriateness and that the Client would not be granted the level of security which would have been granted should the Bank assessed the appropriateness of the service for the Client; and (d) the Bank complies with the rules on conflicts of interest. The Client also acknowledges that the failure to perform the assessment leads to a reduction of protection vis-à-vis the Client in relation to conduct of business rule applicable for the provision of the relevant services by the Bank.

- Reception and Transmission of Orders

- clause 5.1.3 of the Agreement shall be repealed and replaced with the following provisions:
“The Client is informed that, if it chooses to place an Order by telephone, its conversations, or those of its representative, shall be recorded by the Bank, and the Client or its representative shall be notified before any such recording commences.”
- The following sentence shall be added to clause 5.1.3 of the Agreement: “The Bank shall confirm the receipt of the Client’s Order except for Orders received by telephone”.
- In addition to the information referred to in clause 5.1.3 of the Agreement, which the Client must state to place an Order, the Client shall also provide information on: (i) the price relevant for the given Transaction; (ii) the validity period of its Order; and (iii) information enabling the Client’s identification, and, if the Client appoints a proxy to place the Order, information enabling identification of the proxy.
- The final paragraph of clause 5.2.2 of the Agreement shall be repealed.
- The title of clause 5.4 of the Agreement shall be read as: “Order received on the Internet”.

- Competent supervisory authorities

In addition to the information set out under clause 12.2.1 of the Agreement, the Local Branch is also, to limited extent, subject to the local supervision of the PFSA (head office address: ul. Piękna 20, 00-549 Warsaw, Poland).

- Client information

After the first paragraph of clause 6.6.1 of the Agreement the following sentence shall be added: “The Order Confirmation shall include all such details as are required by the applicable law, in particular details specified in Art. 59.4 of the Commission Delegated Regulation (EU) 2017/565 of 25 April 2016 supplementing Directive 2014/65/EU of the European Parliament and of the Council as regards organisational requirements and operating conditions for investment firms and defined terms for the purposes of that Directive.”

- Term and termination of the Agreement

The last tiret in clause. 12.12.2 of the Agreement shall not apply to Client domiciled in Poland.

- Professional secrecy

The reference to “Professional secrecy” in title of clauses 12.4 and 12.4.1 of the Agreement shall be replaced with “Banking and professional secrecy”.

In relation to the application of clause 12.4.1., first and second paragraph, the Local Branch ensures the application of the duty of confidentiality arising from the banking secrecy obligation under the Banking Law dated 29 August 1997, as amended (the Banking Law), and the professional secrecy obligation under the Act on Trading in Financial Instruments, as and when applicable, in the provision of the Local Branch Services, subject to the necessary or permitted disclosures to any competent judicial or supervisory authority or other persons or entities authorised by Polish law.

The last paragraph of Clause 12.4.1 of the Agreement shall be repealed and replaced with the following provisions: "Without prejudice to cases where the Bank is released from the respect of banking and professional secrecy obligations in accordance with the law, the Client agrees that the above information may be communicated to Group Companies or to a third party providing services to the Bank, which are related to Bank's performance under this Agreement and such Group Companies or third parties shall be authorised to receive such information under the conditions set out above or for any other purpose the Bank deems necessary and, to this end, releases the Bank from the obligation to maintain the secrecy of such information.

The Bank shall have the right to transfer data concerning the Client, constituting the bank secrecy, in particular on liabilities created under this agreement or transactions, to the Interbank Commercial Information System – Bank Register, whose data administrator is the Polish Bank Association in Warsaw – in accordance with the provisions of the Banking Law. Customer data may be also disclosed to commercial information agencies which act pursuant to the Act on the Disclosure of Business Information and Exchange of Economic Data of 9 April 2010, as amended, within the scope and on the conditions set forth in that Act, on the basis of applications of those agencies and to the extent specified therein.

- Personal data

Clause 12.4.2 of the Agreement shall be repealed and replaced with the following provision:

"The Bank shall be the controller of personal data of the Client or persons acting on his/her behalf, within the meaning of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and Polish act on the protection of personal data. Detailed information on principles for the processing of personal data at the Bank is presented in Appendix no 1 to Local Branch Schedule.

The Client shall be obliged to notify persons acting on his/her behalf of the principles for the processing of their personal data specified in Appendix no 1 to Local Branch Schedule."

- Record-keeping obligations

The Client acknowledges that in relation to the provision of clause 12.8.2 of the Agreement, documents and other information collected in relation to rendering the Local Branch Services will be kept by the Local Branch for five years starting from the first day of the year following the year in which they have been prepared or obtained. PFSA can request that the Local Branch keeps such documents and information up to seven years starting from the first day of the year following the year in which they have been prepared or obtained.

- Complaints

Clause 12.9.2 of the Agreement shall be repealed and replaced with the following provision:

"As a second step, the Client may submit its complaint or request to pl.cmb.complaints@hsbc.com, or such other e-mail address as notified by the Local Branch. Further details of the complaints-handling process, including information about complaints management policy and the contact details, are available on request."

- Communications and amendments

Clause 12.10.4 of the Agreements shall be repealed and replaced with the following provision:

“Any projected amendments to the Agreement shall be communicated to the Client in advance by notice sent via email. The amended Agreement shall enter into force on the date specified by the Bank, no sooner however than within thirty-Working Days from the Client receiving the notice with the amended Agreement unless the Client terminates the Agreement within thirty-Working Days of receiving such notice with the amended Agreement.”

- Applicable law and jurisdiction

This Local Branch Schedule is subject to Polish law.

In case of any dispute regarding the validity, interpretation or enforceability of this Local Branch Schedule, the court relevant for the registered office of the Local Branch shall have exclusive jurisdiction.

- Effective Date

This Local Branch Schedule becomes effective on the date of its execution by both Parties.

For any general communication in relation to the services provided in light of this Local Branch Schedule, the Client may contact its usual HSBC Continental Europe, Local Branch representative. The communications between the Client and the Bank may also be in Polish. The Client can also send a mail to HSBC Continental Europe (Spółka Akcyjna) Oddział w Polsce at Rondo ONZ 1 (floor 22), 00-124 Warsaw, Poland, or an email at: PL.TREASURY@hsbc.com.

In Warsaw, in two original copies, on

SIGNATORIES

HSBC Continental Europe
(Spółka Akcyjna) Oddział w Polsce

LEI : F0HUI1NY1AZMJMD8LP67

LEI :

Name :

Name :

Title :

Title :

Signature :

Signature :

Name :

Name :

Title :

Title :

Signature :

Signature :

APPENDIX 1

Legal Notice on processing of personal data

HSBC **Continental Europe (Spółka Akcyjna) Oddział w Polsce** with its seat in Warsaw, at Rondo ONZ 1, 00-124 Warsaw, and registered in the register of entrepreneurs of the National Court Register maintained by the District Court in Warsaw, XII Commercial Department of the National Court Register under KRS No. 0000757904, with a tax identification number NIP 107-00-41-832, the branch of HSBC Continental Europe, a French société anonyme, whose corporate seat is 38 Avenue Kléber, 75116 Paris, registered with the Trade and Companies Registry of Paris (Registre du Commerce et des Societas) under number 775 670 284, with a Polish NIP number 107-00-41-803, is the data controller of the personal data within the meaning of the GDPR² ("Data Controller").

You can contact the Data Controller under following adress:

HSBC Continental Europe (Spółka Akcyjna) Oddział w Polsce

Rondo ONZ 1,
00-124 Warszawa,
Telephone: +48 22 314 04 97,
e-mail: rodo@hsbc.com

Data Controller has appointed Data Protection Officer of the Data Controller, with whom you may contact for matters related to processing your personal data via e-mail address: dpo_poland@hsbc.com, by phone 12 399 3650, or by post addressed to Data Protection Officer's attention at:

HSBC Continental Europe (Spółka Akcyjna) Oddział w Polsceul. Kapelanka 42a
30-347 Kraków

Data Controller processes data categories of the contracting party and/or persons acting on its behalf in line with GDPR. The legal basis of processing of personal data of the contracting party and/or its representatives:

- a. in order to perform the agreement between the Data Controller and the contracting party, is article 6 point 1 letter a and b of the GDPR,
- b. in order to comply with legal obligation to which the controller is subject to, and perform tasks within the public interest to the extent resulting from legal regulations, including to prevent or detect crimes, including frauds and financial crimes, e.g. financing of terrorism and human trafficking, is article 6 point 1 letter c and e of the GDPR,
- c. in order to pursue claims related to business activity, which constitute the legitimate interest of processing data by the Data Controller, is art. 6 point 1 letter b and f of the GDPR.
- d. in order to exercise legitimate interests of the Data Controller, including ensuring security and maintaining business continuity, risk management, ensuring the security of funds and transactions, is article 6 point 1 letter f of the GDPR.

If the Data Controller breaches the law related to personal data protection while processing the personal data of the contracting party and/or any person acting on its behalf, the contracting party and/or its representatives have the right to lodge a complaint with the competent supervisory authority.

The personal data of the contracting party and/or any person acting on behalf of the contracting party will not be used in automated decision-making in individual cases, including profiling.

Submission of the signature on the agreement means that the contracting party consent that the personal data of the contracting party and/or any person acting on its behalf will be disclosed to:

² "GDPR" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the European Union, L 119, 4 May 2016).

- a. employees/ subcontractors of the Data Controller entitled to process based on instructions of the Data Controller, personal data of the contracting party and/or any person acting on its behalf,
- b. other entities from the HSBC Group³,
- c. entities which carry out processing, on behalf of the Data Controller of personal data of the contracting party and/or any person acting on its behalf, including subcontractors, representatives and service providers who work or provide services to the Data Controller or other entities of the HSBC Group (including their employees, subcontractors, service providers, members of the management board and senior management);
- d. law enforcement, governmental, judicial or dispute settlement bodies, competent regulatory authorities, auditors and any entity designated or notified by the appropriate regulatory authorities to conduct investigations or proceedings regarding the activities of the Data Controller;

with all guarantees ensuring the security of the data transferred; and in cases where:

- a. Data Controller is publicly or legally obliged to do this, for example to help to detect and prevent tax frauds, tax evasion and financial crimes;
- b. it is necessary for regulatory reporting, litigation or enforcing or defending the rights and legal interests of the Data Controller,
- c. it is necessary to perform the contract concluded between the Data Controller and the contracting party;
- d. it is necessary to verify the identity of the Data Controller and/or any person acting on its behalf.

The personal data of the contracting party and/or any person acting on its behalf will be stored by the Data Controller for the duration of the agreement or for a longer period if it is necessary to ensure compliance with regulatory or legal requirements, or where there are reasonable grounds for it, e.g. to answer a question or complaint, to combat fraud and financial crimes and to respond to requests of regulatory authorities or in connection with pursuing claims, e.g. in court proceedings.

The contracting party and/or any person acting on its behalf has the right to access its personal data and rectify it when it is incorrect. In cases specified by law, Data Controller and/or any person acting on its behalf have the right to request deletion of data, requests to limit data processing, the right to transfer data and the right to object to the processing of data.

The most current version of the data privacy notice describing details of processing of personal data by Data Controller is available at the following website: <http://www.business.hsbc.pl/en-gb/pl/generic/download-centre>.

³ "HSBC Group" means HSBC Holdings plc, and/or any of, its affiliates, subsidiaries, associated entities and any of their branches and offices, which current list is available in the most actual Annual Report published by HSBC Holdings plc at <https://www.hsbc.com/investors/results-and-announcements/annual-report>. List of most important HSBC Group entities is available on the official HSBC's website: www.hsbc.pl; "any member of the HSBC Group" has the same meaning.