A RESOLUTION OF THE MANAGEMENT BOARD OF PROMES LTD COMPANY

of 8th June 2017 number 2/06/2017

§1

Acting on the basis of the code of commercial companies and company deed, the management of Promes limited liability company adopts the regulations of providing services of the service Broker House Promes BROKER PROMES by Promes Ltd. via website www.broker-promes.pl which constitutes attachment no. 1 to this resolution.

§2

The resolution comes into force on the day of its adoption.

The management of Promes Ltd.

Wejherowo, 8th June 2017

Wejherowo, 10th November 2016

The regulations of providing services of the service Broker House Promes BROKER PROMES by Promes Ltd. via website www.broker-promes.pl of 8th June 2017

1. Definitions

1.1 **BROKER** – PROMES Ltd. with its registered office in Wejherowo (post code 84-200) at Plac Jakuba Wejhera 10, entered into the entrepreneurs' register kept by the District Court Gdańsk-Północ in Gdańsk 8th Commercial Division of the National Court Register under KRS number 0000178749, Tax Identification Number: 5880007527, Statistical Identification Number REGON: 008413486; telephone: +48 58 736 21 21, e-mail: kontakt@broker-promes.pl, website: www.broker-promes.pl.

1.2 **E-MAIL** – e-mail address of BROKER used to contact a CLIENT: **kontakt@broker-promes.pl**.

1.3 **CALL CENTER** – A telephone number made available by BROKER for contacts with the CLIENT: **+48 58 736 21 21.**

1.4 **SERVICE** – A website managed by BROKER which aims at enabling the CLIENT making TRANSACTION: **www.broker-promes.pl.**

1.5 **REGULATION** – The contents of this document, available on BROKER's website.

1.6 **CLIENT** – An adult natural person who has full capacity to enter into legal transactions or an organizational unit not being a legal person but to whom an act has granted a legal capacity, who has fulfilled a TRANSACTION FORM correctly and sent it or has done FULL REGISTRATION.

1.7 **INCOMPLETE REGISTRATION** – submitting e-mail address to the SERVICE as well as activating an activation link send by the SERVICE to the said e-mail address.

1.8 **FULL REGISTRATION –** Sending to the SERVICE data necessary to perform a TRANSACTION.

1.9 **CLIENT'S NUMBER –** A unique number used for CLIENTS' identification in contacts with the SERVICE. For individual clients it is the same number as their personal identification number PESEL while for business clients it is their tax identification number.

1.10 **TRANSACTION FORM** – A form on the SERVICE website, fulfilled by the CLIENT means accession to the CONTRACT. Correct completion and sending the FORM shall result in giving a TRANSACTION CODE by the SERVICE.

1.11 **TRANSACTION CODE** – A sequence of signs and digits given by the BROKER used in a process of making, settling and identification the TRANSACTION.

1.12 **TRANSACTION DATA** – Data needed for correct sending a TRANSACTION FORM.

1.13 **TRANSACTION** – A service of CURRENCY exchange via the SERVICE

1.14 **CURRENCY** – Foreign currency defined in attachment no. 3 to the REGULATION whose price is given in PLN.

1.15 **TRANSACTION RATE** – Exchange rate offered by BROKER and accepted by the CLIENT through the call center.

1.16 **CONTRACT** – Legal relationship between the BROKER and the CLIENT after correct sending the TRANSACTION FORM or FULL REGISTRATION.

1.17 **SOURCE ACCOUNT** – A bank account defined in the TRANSACTION FORM by the CLIENT, kept in zloty (PLN) or in CURRENCY, from which the CLIENT sends financial means towards the TRANSACTION.

1.18 **SETTLEMENT ACCOUNT** – A bank account defined in the TRANSACTION FORM by the CLIENT, kept in zloty (PLN) or in CURRENCY, to which the EXCHANGE OFFICE sends means settling the TRANSACTION.

1.19 **PLACE OF DEPOSIT** – A place of business activity defined in the TRANSACTION FORM run by the BROKER, on the territory of the Republic of Poland, where the CLIENT can deposit means towards the TRANSACTION.

1.20 **PLACE OF WITHDRAWAL** – A place on the territory of the Republic of Poland, defined in the TRANSACTION FORM, where the CLIENT shall withdraw means settling the TRANSACTION.

2. General provisions

2.1 Using the SERVICE is synonymous to acceptance of the REGULATIONS

2.2 Using the SERVICE S signifies acceptance for the usage of a channel of communication submitted by the **CLIENT** in the **TRANSACTION FORM** in order to execute the **TRANSACTION** and transfer of commercial information.

2.3 **The SERVICE** executes **TRANSACTIONS** on working days from 9.00 a.m. to 4 p.m.

2.4 The **TRANSACTION RATE** is being settled once the means enter the **EXCHANGE OFFICE** account and it is calculated on the following basis:

- amount of currency units
- current market situation
- individual preferential pricing conditions set on the basis of negotiations with the **BROKER.**

2.5 The minimum amount of the purchase or sale of the **CURRENCY** is 500 units of a given currency.

2.6 In case when the **TRANSACTION RATE** has not been settled, the means towards the **TRANSACTION** are send back to the **SOURCE ACCOUNT** after 30 calendar days.

2.7 Transfer order clearing the **TRANSACTION** shall Take place immediately after settling the **TRANSACTION RATE.**

2.7.1 In case when the **CLIENT** gave an oral instruction to defer the settlement of the **TRANSACTION** after settling the **TRANSACTION RATE,** the **BROKER** fulfills such instruction without charging any additional fees, where the maximum time of deferral is 30 calendar days.

Dom Brokerski PROMES - BROKER PROMES
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REGON : 008413486

2.8 The contents of the **REGULATIONS** is open and publicly available on the website of the **SERVICE.**

2.9 The **REGULATIONS** are in force until a new **REGULATIONS** are adopted or the management of the **BROKER** undertakes a resolution to revoke the **REGULATIONS**

2.10 The **BROKER** does not charge any fees for executing the **TRANSACTION** except the cases defined in **REGULATIONS**.

2.11 The contract expires at the **TRANSACTION** settlement.

2.12 The **BROKER** calculates commission via transfers for **TRANSACTION** execution in an accelerated procedure pursuant to the attachment no. 2 to the **REGULATION.**

2.13 The **CLIENT** assesses the market situation himself and chooses the time of settling the **TRANSACTION RATE subject to the point 2.7.1.**

2.14 Confirmation of the **TRANSACTION** is issued in a form of receipt upon the **CLIENT'S** request in a mode **TRANSACTION FORM.**

2.15 Confirmation of the **TRANSACTION** is issued automatically in a form of PDF file placed on the **SERVICE**

2.16 No illegal content is allowed from the **CLIENT.**

3. Conditions for accession to the CONTRACT

3.1 ITC device with installed IT system allowing for use of graphic Internet browser supporting scripts: HTML, SSL, cookies and JavaScripts. All the software components shall be updated to the latest stable version.

3.2 Permanent access to the Internet.

3.3 Access to a telephone with SMS function.

3.4 Access to e-mail.

3.5 Correct completion and sending the **TRANSACTION FORM** in this respect as provided for in the **SERVICE** script or **FULL REGISTRATION.**

3.6 The **CLIENT'S** consent for digital registration of each phone call with the **CALL CENTER.**

3.7 The **CLIENT** is obliged to maintain secrecy towards all the **TRANSACTION** details.

3.8 The **BROKER** shall not be responsible for:

- 3.8.1 Effects of incompliance of personal data given by the **CLIENT** in the **TRANSACTION FORM** with the actual status.
- 3.8.2 Loss of **TRANSACTION DATA** by the **CLIENT** caused by any reason.
- 3.8.3 Consequences of non-application to the **REGULATIONS**, particularly to point 3.7.
- 3.8.4 Any delays in **TRANSACTION** execution that occurred without the fault of the **BROKER.**
- 3.8.5 Lack of access to the **SERVICE** not caused by the **BROKER.**
- 3.8.6 Sending financial means by the **CLIENT** to incorrect **BROKER'S** bank account.

3.8.7 Giving in the **TRANSACTION FORM** incorrect **CURRENCY OF THE SETTLEMENT ACCOUNT.**

3.9 Submitting by the **CLIENT** digital pictures of ID cards confirming **CLIENT'S** personal data upon **BROKER'S** request that allow to fulfill legal obligation of registration above-threshold transactions pursuant to the Law of 16th November 2000 on prevention of money-laundering and terrorist financing (uniform text of 2004, item 455).

3.10 Submitting by the **CLIENT** digital pictures of ID cards confirming **CLIENT'S** personal data in case of choosing in the **TRANSACTION FORM** an option to pay a deposit in a **PLACE OF DEPOSIT** and presenting the same ID card upon the request of a person in the **PLACE OF DEPOSIT.**

3.11 Submitting by the **CLIENT** digital pictures of ID cards confirming **CLIENT'S** personal data in case of choosing in the **TRANSACTION FORM** an option to withdraw the money in a **PLACE OF WITHDRAWAL** and presenting the same ID card upon the request of a person in the **PLACE OF WITHDRAWAL.**

3.12 In case of choosing in the **TRANSACTION FORM** an option "legal person" the person completing the **TRANSACTION FORM** must be authorized to represent the entity on whose behalf he is acting.

3.12.1 In case of collective manner of representation the **EXCHANGE OFFICE** requires a power of attorney of the Management Board for the person completing the **TRANSACTION FORM** to enter into transactions with **BROKER.**

3.12.2 In case when a person who is completing the **TRANSACTION FORM** does not appear in the entrepreneurs' register of the National Court Register as a person authorized for individual representation of the legal person whom he reports as a **CLIENT**, the **BROKER** requires a power of attorney of the Management Board to enter into transactions with **BROKER.**

3.13 Submitting by the **CLIENT** upon the **BROKER'S** request digital pictures of ID cards confirming personal data of the entity representative on behalf of which he is acting, that allow to fulfill legal obligation of registration above-threshold transactions pursuant to the Law of 16th November 2000 on prevention of money-laundering and terrorist financing (uniform text of 2004, item 455).

4. Personal data protection

4.1 By accepting the **REGULATIONS** the **CLIENT** consents to processing his personal data sent to the **SERVICE** needed for the service.

4.2 The **BROKER** is a controller of personal data gathered in the **SERVICE.**

4.3 The **SERVICE** does not collect sensitive data.

4.4 Personal data are collected and processed for the purpose of operation of the **SERVICE**, in accordance with the Act on Personal Data Protection.

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4.5 The **BROKER** is an institution obliged to make available personal data to Inspector General of Financial Information in certain situations.

4.6 The **CLIENT** has a right to review his personal data being processed by the **SERVICE.**

4.7 The **CLIENT** must notify the **BROKER** without delay if the personal data have changed.

4.8 The **CLIENT** has a right to remove his personal data after prior informing the **BROKER** of such intention via **E-MAIL.**

4.8.1 Removal of personal data from the database of the **SERVICE** results in termination of the contract which leads as a consequence to sending back the means which were transferred into the **BROKER'S** account.

4.8.1.1. If the means were not converted, the **BROKER** would send them back into the **SOURCE ACCOUNT** deducting a fee defined in attachment no. 2.

4.8.1.2. If the means were converted, the **BROKER** would reverse the conversion at current rate of exchange and send the remaining means into the **SOURCE ACCOUNT** deducting a fee defined in attachment no. 2.

4.9. The **SERVICE** collects IP addresses used by the **CLIENT**.

4.10. The **SERVICE** collects information by using cookies files about the **CLIENT'S** preferences in order to choose the best offer possible.

4.11. The **SERVICE** may make available the **CLIENTS' E-MAIL ADDRESSES** to OPINEO Sp. z o.o. ul. Powstańców Śląskich 2-4 53-333 Wrocław, Tax number: 897-176-26-04, in order to send invitations for expressing opinion about the **SERVICE**.

5. Complaint proceedings

5.1. The **CLIENT** may submit a complaint via e-mail address or by a registered letter.

5.2. The **CLIENT** can make a complaint not later than within 14 days counting from the day following the date of execution of the claim **TRANSACTION**. Complaint after expiration of this period will not be considered. In case of submitting the complaint at the correspondence address, the postmark will be considered the date of making the complaint.

5.3. The complaints shall be considered within 14 days of their delivery.

5.4. After exhaustion of the Complaints Procedure the **CLIENT** shall not be entitled to any possibility of having recourse to an out-of-court redress.

6. Conditions of termination of the contract

6.1 The **BROKER** may terminate the contract with immediate effect in case of violation of the **REGULATIONS** by the **CLIENT,** sending the money towards transaction into the **SOURCE ACCOUNT** deducting the costs of transfer.

6.2 Termination of the **CONTRACT** before settling the **TRANSACTION RATE** results in sending back the money towards **TRANSACTION** into the **SOURCE ACCOUNT** deducting the costs of transfer.

6.3 Termination of the **CONTRACT** after settling the **TRANSACTION RATE** results in reversing the currency conversion and sending back the money left after this operation into the **SOURCE ACCOUNT** deducting the costs of transfer.

7. Final provisions

6.1. **BROKER** is not responsible for any proper fulfillment of fiscal obligations by the **CLIENT** raised during execution of the **TRANSACTION**.

6.2. In any matters not regulated herein, the provisions of: the Act of 18th July 2002 on Electronic Services (Journal of Laws of 2002 No. 144, item 1204), the Act of 29th August 1977 on personal data protection (Journal of Laws of 2002 No. 101, item 926) and civil code shall apply.

6.2.1. These regulations have been adopted by the resolution of the Management Board of "PROMES" Ltd. as of 8th June 2017 with effect from the day of its adoption.

6.4. These regulations have been published on **SERVICE** on the day of resolution adoption.

6.5. The original of the resolution along with representatives' signatures shall be kept in the **BROKER'S** registered office.

6.6. These regulations were made under the conditions and in accordance with Polish law. In the event of any differences in interpretation while using English version of the service, Polish language shall be decisive.

Attachment no. 1

Numbers of the EXCHANGE OFFICE bank accounts:

1. BANK PEKAO S.A.

No.	Currency	Account number
1	PLN	95 1240 5354 1111 0010 6727 6944
2	EUR	58 1240 5354 1978 0010 6727 7231
3	USD	26 1240 5354 1787 0010 6727 7172
4	DKK	95 1240 5354 1792 0010 6727 7329
5	NOK	32 1240 5354 1796 0010 6727 7390
6	CHF	20 1240 5354 1797 0010 6727 7459
7	SEK	37 1240 5354 1798 0010 6727 7491
8	AUD	17 1240 1239 1781 0010 5334 7193
9	CAD	84 1240 1239 1788 0010 5334 7092
10	GBP	58 1240 5354 1789 0010 6727 7563
11	CZK	21 1240 5354 1213 0010 7004 3302
12	HUF	29 1240 5354 1207 0010 7004 3458

2. ALIOR BANK S.A.

No.	Currency	Account number
1	PLN	45 2490 0005 0000 4520 6150 5163
2	EUR	44 2490 0005 0000 4600 4368 8919
3	USD	98 2490 0005 0000 4600 9494 5754
4	DKK	10 2490 0005 0000 4600 6332 9412
5	NOK	76 2490 0005 0000 4600 3883 6791
6	SEK	02 2490 0005 0000 4600 5940 1056
7	CHF	87 2490 0005 0000 4600 1649 4971
8	GBP	65 2490 0005 0000 4600 2971 4236

3. Mbank S.A.

No.	Currency	Account number
1	PLN	95 1140 1153 0000 4625 8900 1001
2	EUR	41 1140 1153 0000 4625 8900 1003
3	USD	14 1140 1153 0000 4625 8900 1004
4	GBP	84 1140 1153 0000 4625 8900 1005
5	SEK	57 1140 1153 0000 4625 8900 1006
6	NOK	30 1140 1153 0000 4625 8900 1007
7	DKK	03 1140 1153 0000 4625 8900 1008
8	CHF	73 1140 1153 0000 4625 8900 1009

9	AUD	46 1140 1153 0000 4625 8900 1010
10	CAD	19 1140 1153 0000 4625 8900 1011
11	RUB	89 1140 1153 0000 4625 8900 1012
12	CZK	62 1140 1153 0000 4625 8900 1013
13	HUF	35 1140 1153 0000 4625 8900 1014
14	JPY	08 1140 1153 0000 4625 8900 1015
15	RON	56 1140 1153 0000 4625 8900 1024
16	BGN	29 1140 1153 0000 4625 8900 1025
17	TRY	02 1140 1153 0000 4625 8900 1026

4. MILLENNIUM BANK S.A.

No.	Currency	Account number
1	PLN	71 1160 2202 0000 0003 1701 5702
2	USD	31 1160 2202 0000 0003 1701 5937
3	EUR	27 1160 2202 0000 0003 1701 6009
4	DKK	58 1160 2202 0000 0003 1701 6033
5	NOK	16 1160 2202 0000 0003 1701 6110
6	SEK	67 1160 2202 0000 0003 1701 6162
7	GBP	22 1160 2202 0000 0003 1701 6196
8	CHF	46 1160 2202 0000 0003 1701 6249

End of attachment no. 1.

Attachment no. 2

The table of fees and commissions

No.	Title	Remarks	Fee/Commission(PLN)
1.	Transfer in PLN currency to Bank from outside of the bank account list of the EXCHANGE OFFICE in the accelerated procedure	The amount of the fee is estimated at the client's request and depending from the Bank the EXCHANGE OFFICE is sending money from	30,00 - 130,00
2.	Sending TRANSACTION confirmation by the registered letter	-	30,00
3.	Currency transfer to Bank from outside of the bank account list of the EXCHANGE OFFICE in the accelerated procedure	The amount of the fee is estimated at the client's request and depending from the Bank the EXCHANGE OFFICE is sending money from	30,00 - 130,00
4.	Sending back the money after exceeding 30 days without executing the transaction	The amount of the fee depends of the CURRENCY and the Bank the EXCHANGE OFFICE is sending money to	0,00 – 300,00

End of attachment no. 2.

Attachment no. 3

PLN – Polish Zloty
EUR - Euro
USD – United States Dollar
DKK – Danish Crown
NOK – Norwegian Crown
CHF – Swiss Franc
SEK – Swedish Crown
AUD – Australian Dollar
CAD – Canadian Dollar
RUB – Russian Ruble
CZK – Czech Crown
HUF – Hungarian Forint
JPY – Japanese Yen
GBP – British Pound
RON – Romanian Leu
BGN – Bulgarian Lev
TRY – Turkish Lira
HRK – Croatian Kuna
AED – United Arab Emirates Dirham
CNY – Chinese Yuan
ZAR – South – African Rand

End of attachment no. 3