

COMPLAINTS POLICY

1. Basic provisions

- 1.1. This Complaints policy of Finax, o.c.p., a.s., Bajkalská 19B, Bratislava, 821 01, company ID number 51 306 727 (further referred as “Company” or “Broker“) governs all legal relations arising between the Client and the Company based on and in relation to exercising Complaints of the Clients indicated in point 1.5 herein against the Company which relate to the quality or accuracy of investment services, ancillary services, the performance of investment activities or their combination and performance of financial services and activities (further referred together to as „services“ and „activities“ that the Company provides to the Client based on Agreements concluded between the Company and the Client, particularly procedures and terms of settlement of these Complaints, way of coverage of costs related to these Complaints and all other related legal relations. This Complaints policy also serves as a concept for dealing with complaints.
- 1.2. This Complaints policy is part of General Terms and Conditions (further as „ GTC“) issued by the Company.
- 1.3. In extent in which the provisions of the GTC issued by the Company for individual investment activities differ from provisions of this Complaints policy, the provisions of these GTC take precedence over individual provisions of this Complaints policy.
- 1.4. The terms written by capital initial letters that are used in this Complaints policy, are of the meaning that is defined in the GTC for individual investment services and financial instruments, unless stated otherwise in this Complaints policy.
- 1.5. The Company and the Client have agreed that a Complaint is, according to this Complaints policy, a Complaint of the Client and by the Client exercised right from responsibility for damages caused at providing Investment services, investment activities and supplementary services towards the Company in terms set by this Complaints policy (further as “Complaint”).

2. Procedures and terms of complaints settlement

- 2.1. The Client is authorized to file a Complaint at the Company.
- 2.2. The Client is obliged to file the Complaint towards the Company in a way stipulated in point 2.4. herein, not later than six months after the date on which the Client has the opportunity to learn about the subject of the Complaint or from the day he had found the defect or got acquainted with the product or service unless expressly agreed otherwise between the Client and the Company. In case in which the generally obligatory regulation sets a longer period for responsibility for damages on things or services provided by the Company on behalf of the Client as the period set in the first sentence of this point and if such a regulation does not provide for the opportunity for the contracting parties to agree upon other period

as set in this regulation, the Client is obliged to file the Complaint of such a damage towards the Company latest in period of time set by this Complaints policy.

- 2.3. If the Client does not comment the Company upon the fact discovered this way in period set by point 2.2 herein, his responsibility rights lapse.
- 2.4. The Client is obliged to file the Complaint in written form with his own signature. The written Complaint has to contain the identification data of the Client: name (business name), birth number (company ID number), permanent residence address (seat of the company), number of the client's account and contact data of the Client (telephone number), date and signature of the Client. The Client is further obliged to state the Complained facts in his Complaint certainly, understandably, correctly and precisely along with the mentioned data, numbers and sums and to prove his statements in a credible way, particularly by submitting legally relevant documents that he is obliged to arrange on his own costs. The Client is, at the same time, obliged to state in this Complaint also the rights which he Complains against the Company on this manner. All Complaints have to be delivered to the Company's registered office or sent to client@finax.eu.
- 2.5. If the Client does not meet his obligations stipulated in point 2.4 herein, the Company is not obliged to deal with his Complaint, neither is he obliged to examine the eligibility of the Complaint of the Client, unless the Client removes the shortnesses of his Complaint. The terms indicated in point 2.7. herein start to lapse from the moment when the Client removes the shortnesses of his Complaint.
- 2.6. The Client is obliged to provide to the Company all assistance necessary to clear up the Complained fact, if he refuses to provide such an assistance, the Company is not obliged to further examine the Complaint, neither is he obliged to further examine the eligibility of the Complaint of the Client.
- 2.7. Handling of Complaints against the Company and monitoring of received and compensated Complaints is provided by the Compliance Office in accordance with the Company's Organizational Code.
- 2.8. The Company collects and examine all relevant evidence and information regarding the complaint and communicates in a clear, simple and comprehensible manner.
- 2.9. If it is not possible immediately, or in more difficult cases within thirty (30) working days after the Client filed his Complaint, to decide upon the eligibility of the Complaint, the Company is authorized to execute further examination of the Complaint and professional evaluation of the Complained damage within his competence, while the overall settlement of the Complaint should not last longer than 30 calendar days. The time that is necessary for professional evaluation of the Complained damage is not added to the period that is necessary for making a decision about eligibility of the Complaint provided for in the introductory sentence of this point of this Complaints policy.
- 2.10. If it is not possible to settle the Complaint within the above mentioned period of 30 days due to objective reasons, the Company is obliged to inform the Client in written form about the executed activities and about the time, by which the Complaint shall be settled.

2.11. The Company shall provide the Client with a written acknowledgement about the settlement of the complaint in written within the period stipulated in point 2.7 herein. This written confirmation the Company shall submit to the Client also in case if he does not settle the Complaint in whole extent already at filing this Complaint by the Client.

3. Costs connected with settlement of complaints

3.1. If not stated otherwise in this Complaints policy, the costs connected with settlement of the Complaint, regardless the fact whether the Complaint is eligible or not eligible, are born by the Company.

4. Complaints registry

4.1. Complaints Registry shall be kept in the form of file documentation at the Company where this information is recorded on a case-by-case basis:

- (a) Complaint number,
- (b) The date of Complaint's receipt,
- (c) Client identification,
- (d) Subject of the Complaint,
- (e) Complaint's settlement decision.

4.2. Furthermore, the copy of the letter about the Complaint statement and record of Complaint settlement is archived under the Complaint number

4.3. Record of Complaint settlement must, pursuant to paragraph 4.2, contain all the following information:

- (a) The name surname and address of the Client, in case of a natural person, brand or business name and registered Client's office in case of a legal person
- (b) Subject of Complaint,
- (c) Date of Complaint's receipt,
- (d) Identification of persons to whom the Complaint relates,
- (e) Assessment whether the Complaint has been legitimate,
- (f) Measures taken to settle the Complaint,
- (g) Date of Complaint's settlement.

5. Submitting an appeal

5.1. If the Client or the Potential Client is not satisfied with the outcome of the Complaint settlement, he may submit an appeal against the resolution of the Complaint within fifteen (15) calendar days from the delivery of the decision to the Client's address. In this case, a new 30-day appeal period begins to run.

5.2. The appeal is addressed by the Supervisory Board of the Company. Based on the recommendation of the Supervisory Board, the Company's Board of Trustees issues the

decision about the Complaint's resolution. The Client or Potential Client is informed about this decision by registered letter within thirty (30) calendar days of appeal's receipt by the Company.

- 5.3. If the company's position on the Complaint does not fully satisfy the client's requirements, he has the possibility to contact the competent supervisory authority, which is the National Bank of Slovakia.
- 5.4. The client, who is a consumer, has the possibility to file a motion for an alternative dispute resolution to one of the entities registered in the list which can be found on the website <https://ec.europa.eu/consumers/odr/main/?event=main.adr.show2>. In case that the dispute is a result of a remote contract concluded via means of remote communication, the Client, who is a consumer, file a motion for alternative resolution of the dispute via European platform for dispute resolution online: <https://ec.europa.eu/consumers/odr/main/?event=main.adr.show2>.

6. Internal monitoring and complaints evaluation

- 6.1. The company continuously analyzes the data collected in complaint handling to identify and address recurrent system problems and potential operational and legal risks, in particular:
 - (a) analyzing the causes of individual complaints in order to identify the main causes common to the type of the complaint,
 - (b) assessing whether such main causes may affect other processes or products, including those to which the Complaint relates indirectly,
 - (c) in justified cases by removing these main causes.

7. Closing provisions

- 7.1. The Company and the Client have agreed that other legal relations between the Company and the Client that are not governed expressly herein shall be governed by the relevant provisions of individual Contracts concluded between the Company and the Client, by relevant provisions of the GTC, by relevant provisions of the Securities Act, by the Commercial Code and other related legal regulations valid on the territory of the Slovak Republic, being it in this order. In order to forego any doubts, this does not affect the consumer protection provided by the law of the land, where they have their usual residence pursuant to Article 6, section 2 of the regulation of the European Parliament and of the Council no. 593/2008 on the law applicable to contractual obligations (Rome I).
- 7.2. The Complaints Procedure does not apply to services and performed activities other than those subject to the supervision of the National Bank of Slovakia or to the services and activities of another entity for which the Company has no responsibility (although such activities form the basis of filing a complaint). In such case, the Company shall inform the complainant of his position on the complaint and explain his position, even if the complaint is not explicitly related to his services and activities. If appropriate and within the scope of

the Company's ability, he will provide data about the entity or the supervisory authority responsible for handling his complaint to the complainant.

- 7.3. At the request of the competent national authority, the Company will provide information on the complains handling to that authority.
- 7.4. The Company is authorized to change or adjust this Complaint policy due to changes in the Company's commercial policy or changes of legal regulations or due to development on the financial market or development of the legal or entrepreneurial environment or in the interest of secure operation of the system of the financial market or due to minimalization of risk. The Company shall set the actual wording of the Complaints policy by Disclosure. The Client is authorized to express his dissent with the change of the Complaints policy by written announcement delivered to the Company in 15 days after the Complaints policy was set by Disclosure. If this shall not happen, all the changes and amendments become valid on the day that is indicated on them, if the Client executes any act after Disclosure of the Complaints policy against the Company or he shall continue in receiving investment services from the Company in a way that from the given situation it is clear that he is willing to continue in the given contractual relationship with the Company, or he shall confirm with his acting that he got familiar with the wording of the changed and amended Complaints policy. If the Client expresses his dissent with the change of the Complaints policy in the given time and there shall be no consensus, the Client is authorized to terminate his contractual relationship with the Company with immediate effect. The same way, the Company is authorized in such a case to terminate his contractual relationship with the Client with immediate effect and to deem his Complaints towards the Client immediately due. If, according to the Complaints policy, the Company is authorized to change any conditions of the Complaints policy one-sidedly, any change of the relevant condition is effective by the Disclosure if not stated otherwise in the Disclosure. The Client is authorized to terminate the Contract in written form with immediate effect in period of 15 days after the date of Disclosure of the change. If the Client does not terminate the Contract in the set terms, it is valid, that he agrees with the change.
- 7.5. This Complaints policy was approved by the Board of Directors of the Company on the 11th June 2020, with effectivity as of the 1st July 2020.
- 7.6. The Complaints policy was published on the 16th June 2020.