

# PAN-EUROPEAN PERSONAL PENSION PRODUCT (PEPP) PROVISION AGREEMENT

## 1. Contracting Parties

### CLIENT

NAME	SURNAME	CLIENT ID		
<input type="text"/>	<input type="text"/>	<input type="text"/>		
PERSONAL NUMBER	DATE OF BIRTH	PLACE OF BIRTH	COUNTRY OF BIRTH	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
TELEPHONE	EMAIL	INVESTMENT OPTION AND SUB-ACCOUNT TYPE		
<input type="text"/>	<input type="text"/>	<input type="text"/>		
NATIONALITY	ID CARD	ČÍSLO PREUKAZU TOTOŽNOSTI	PAYOUT FORM	
<input type="text"/>	<input type="checkbox"/> ID <input type="checkbox"/> PASSPORT	<input type="text"/>	<input type="text"/>	
PERMANENT RESIDENCY ADDRESS	NUMBER	POST CODE	CITY	COUNTRY
STREET	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
CORRESPONDENCE ADDRESS	NUMBER	POST CODE	CITY	COUNTRY
STREET	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
TAXES, PEP AND COMMUNICATION	TIN IF ASSIGNED	USA CITIZEN/RESIDENT	AMERICAN TAX NUMBER	
COUNTRY WHERE I PAY TAXES	<input type="text"/>	<input type="text"/>	<input type="text"/>	

Do YOU OR ANY OF YOUR RELATIVES HAVE AN IMPORTANT PUBLIC FUNCTION, OR ARE THERE ANY INTERNATIONAL SANCTIONS HELD AGAINST YOUR PERSON?

YES  NO

I AGREE THAT THE CORRESPONDENCE WILL BE SENT TO ME ELECTRONICALLY IN ACCORDANCE WITH THE POINT 6.6 OF THE AGREEMENT.

YES  NO

### BROKER

FINAX, O.C.P., A.S.  
BAJKALSKÁ 19B  
82101 BRATISLAVA, SK  
COMPANY ID: 51 306 727

REPRESENTED BY:  
JURAJ HRBATÝ,  
CHAIRMAN OF THE BOARD

### CONTACT

+421232447760  
[CLIENT@FINAX.EU](mailto:CLIENT@FINAX.EU)  
[WWW.FINAX.EU/EN](http://WWW.FINAX.EU/EN)

### PAYMENT INSTRUCTIONS

BANKA: TATRA BANKA A.S.  
ACCOUNT NAME: FINAX KLIENTI  
IBAN: SK42 1100 0000 0029 4805 0714  
VS:  
SWIFT: TATRSKBX

I CONFIRM THAT I HAVE READ THE PEPP PROVISION AGREEMENT AND GOT ACQUAINTED WITH THE KEY INFORMATION ON PEPP, PEPP GENERAL TERMS AND CONDITIONS, THE PRICE LIST, AND OTHER CONTRACTUAL DOCUMENTATION OF THE COMPANY, AND I EXPRESS MY FULL AGREEMENT.

DATE	PLACE	FOR THE CLIENT	FOR THE BROKER
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

## 2. Subject of the Agreement, Client Account, and Fees

2.1 The Broker and the Client enter a contract (hereinafter referred to as the "Agreement") pursuant to Article 4 of Regulation (EU) 2019/1238 of the European Parliament and of the Council of 20 June 2019 on a pan-European Personal Pension Product (PEPP) (hereinafter referred to as the "PEPP Regulation"). The provisions of Sections 43 et seq. of Act No. 566/2001 Z.z. on securities and investment services and on the amendment of certain laws, as amended (hereinafter referred to as the "Securities Act"), shall apply to this Agreement in respect of matters not regulated by the PEPP Regulation and the national regulations applicable to the PEPP and its payout and savings phase. The Broker undertakes to provide the Client with a pan-European personal pension product (hereinafter referred to as "PEPP") based on a risk mitigation technique that adapts the placement of investments in securities and other financial instruments (hereinafter referred to as the "Securities" or "Financial Assets") progressively over the course of the savings phase with the aim of mitigating the financial risks of investments for different age groups with respect to the remaining savings period (lifecycle strategy). The provision of PEPP under this Agreement includes the management of the Client's portfolio, namely the management and administration of the Client's cash and Financial Assets, including the safekeeping, procurement, and sale, as well as maintaining the Client's account meant for operations related to PEPP in accordance with the PEPP General Terms and Conditions, the Price List, and the Client's Investment Strategy which are annexed to the Agreement, and the Client undertakes to pay the Broker's remuneration for PEPP services at the amount, due date, and payment method listed in the Price List and in the PEPP General Terms and Conditions.

2.2 Based on the obtained information and according to the investment strategy chosen by the Client, the Broker undertakes to i) ensure the creation and management of the Client Portfolio in accordance with the lifecycle strategy technique, ii) purchase and sell Securities to / from the Client Portfolio, iii) manage the Client Portfolio, perform legal acts necessary for performing and maintaining the rights associated with the financial instruments, and the Client undertakes to cooperate with the Broker ensuring the acts related to the fulfillment of the Broker's obligations under this part of the Agreement, in particular providing the necessary authorisations and documents in due time. The Client's Investment Strategy is part of the contractual documentation provided to the Client.

2.3 For the purpose of PEPP provision, the Broker has a client bank account established in a bank for clients, designed for operations related to PEPP, which will be used for payment transactions related to PEPP provision. The Client's financial resources do not bear any interest from the Broker.

2.4 For the purpose of PEPP provision, the Broker may also use an omnibus technical client account to which he maintains client accounts and sub-accounts to secure the separation of the assets of individual clients.

2.5 The Broker shall maintain a personal retirement account for the Client in which the Broker shall record the Client's transactions and contributions. The Broker charges the Client's account with fees related to the provision of investment services according to the Price List.

## 3. Conditions Related to the Provision of PEPP

**3.1 Description of the Basic PEPP and Alternative Investment Options:** Both the Basic PEPP utilizing the 100-60 Life Cycle Investment Strategy (hereinafter "Basic PEPP") and the alternative investment option utilizing the 80-60 Life Cycle Investment Strategy (hereinafter "Alternative PEPP - Conservative") are designed based on a risk mitigation technique. This technique seeks to allow the PEPP saver to recover the invested after-fee capital and is based on a life cycle approach that uses a strategic reallocation of capital from riskier assets to safer assets to maximize returns in the earlier product stages and to provide stability and growth in the late product stages. The risk mitigation technique begins 10 years before retirement age by shifting assets from stock to bond ETF investments to minimize the likelihood that after reaching retirement age a saver will have lower value of saved assets than his or her contributions. The risk mitigation technique gradually increases the rate of shifting savings from the stock component to the bond component. The Client has chosen the PEPP investment option set out in Article 1 of this Agreement. The Client has the possibility to change the investment option at any time free of charge.

**3.2 Sub-Account Opening, Savings and Payout Phase Terms and Conditions:** The terms and conditions of the savings and payout phases are governed by the national legislation of the Member States and vary from sub-account to sub-account. The Client has opened a sub-account as specified in Art. 1 of this Agreement and its terms and conditions are set out in Annex 1 of this Agreement. The Client acknowledges that the terms and conditions of the savings and payout phase for the subaccount may be changed by law during the term of this Agreement and will be updated by the Broker in the key information available at [www.finax.eu/en/legislation](http://www.finax.eu/en/legislation).

**3.3 Pension Benefit Choice:** The Client has chosen a pension benefit specified in Art. 1 of this Agreement for the selected sub-account. If the Client has multiple sub-accounts open that allow for multiple types of retirement benefit payouts, the Client shall choose a type of pension benefit for each sub-account. The Client may change the form of retirement benefit payments free of charge for each sub-account opened:

- one year before the start of the payout phase,
- at the beginning of the payout phase, or
- on a change of PEPP provider.

**3.4 Portability Service:** The Client has the right to continue contributing to an existing PEPP account even after changing residence to another Member State. In the event of a change of residence, the Client may apply for a new sub-account or contribute to an existing sub-account. The Client may apply to open a sub-account for the countries in which the Broker provides PEPP, and the specific terms and conditions for opening and managing the new sub-account shall be subject to an addendum to this Agreement. If the Broker does not offer the option of opening a sub-account for the European Union Member State to which the Client moves, the Client may request a change of PEPP provider. Information on the Member States for which a PEPP sub-account is available is stated in the PEPP Key Information at [www.finax.eu/en/legislation](http://www.finax.eu/en/legislation).

**3.5 Switch of Providers:** The Client may switch PEPP Providers in accordance with the PEPP Regulation. The Client's relevant sums of money or Securities may be the subject of the transfer to an account held with the new provider. The switch of providers is free of charge except where Securities are to be transferred. Information on the switching service is set out in the Switching Information document at [www.finax.eu/en/legislation](http://www.finax.eu/en/legislation).

**3.6 Client Account Information:** The Broker will provide the Client with information on the Client's PEPP account balance, a statement of PEPP benefits, and information about individual executed trades electronically at the designated time following the applicable law.

## 4. Client Portfolio Management and Valuation

4.1 The Broker performs the valuation of Financial Assets in accordance with the valuation principles for individual Securities and other financial instruments. The valuation by the Broker is decisive for determining the value of the PEPP Client Portfolio.

4.2 The Broker undertakes to invest Financial Assets held in the Client's account set up for the purpose of PEPP under the agreed investment strategy. The Client bears the full risks associated with the development of individual currencies and prices of Securities, and the result may also be a loss.

4.3 The Broker undertakes to secure custody and records of the Client's Securities as well as to manage the Client Portfolio. The Broker shall provide evidence of the Slovak book-entry securities through the Client's account held by the Broker and/or via the Client's account in the Central Securities Depository or at a member of the Central Securities Depository. The Broker will ensure the custody, records, and management including management of foreign securities in cooperation with a foreign company that manages the securities.

4.4 The Client has the right to ask for an assessment of the Client Portfolio's value at any time, and the Broker is obliged to deliver this assessment by the date specified in the Client's written request. If the term is not specified, the Broker is required to send the assessment within 15 working days after receipt of the written request.

4.5 The assessment of Client Portfolio value is determined by the sum of the current values of financial instruments, other securities, and financial funds in the portfolio. The value of financial instruments in the portfolio is determined using the valuation techniques that are common in individual financial markets. The valuation process of individual components of the Client Portfolio is set out in the Broker's PEPP General Terms and Conditions.

4.6 The current value of the Client Portfolio is its valuation (assessment of value) on a specified date. The net current value of the Client Portfolio is the current value minus applicable fees charged to the Client Portfolio.

4.7 If the investment strategy permits the purchase of mutual funds, the concerned financial instruments will be managed by the investment managers relevant to the funds concerned.

## 5. Broker's Trade Policies

5.1 In particular, the Broker is required to act honestly, fairly, and professionally, in accordance with the best interests of the Client. The Conflict of Interests Prevention Policy is published on the Broker's website at [www.finax.eu/en/legislation](http://www.finax.eu/en/legislation) in the "General Information to Clients or Potential Clients before Provision of Investment Services" in the "Measures for Conflicts of Interest." In the event of a conflict of interest, the Broker is always required to give priority to the Client's interest. The Broker is obliged to inform Clients about the details, and the specific threat of conflict of interest.

5.2 The Broker is required to take measures to obtain the best possible result while taking into consideration the Client's instructions and taking into account the price, costs, speed, and probability of execution of the instruction, settlement of the trade, size, and nature or other criteria for executing the order.

5.3 The Broker uses the following forms of communication when dealing with clients:

- a) personal,
- b) delivering documents by mail,
- c) communication via e-mail,
- d) telephonic communication.

5.4 The Client is entitled to be provided with comprehensible information, mainly about:

- a) the Broker and the services it provides
- b) the PEPP product, financial instruments, and proposed investment strategies, these should include relevant advice and notices regarding the risks associated with investments in those instruments or certain investment strategies, the protection of the financial instruments or the Client's funds and whether the financial instrument is intended

for non-professional clients or professional clients, in view of the identified target market,

- c) the place of order execution,
- d) strategies of order execution,
- e) all costs and associated charges, including any third-party payments,
- f) all investment services and reporting provided so that the Client is reasonably informed to be able to understand the nature and risks of the investment service and the type of financial instrument offered and subsequently make an informed investment decision.

5.5 In accordance with the applicable law, the Broker is sometimes required to use a durable medium for the communication of mandatory information, which is in principle in an electronic form. The Client has the right to request the provision of information via a different durable medium following Art. 6.1 (d) of this Agreement.

5.6 The Broker handles the complaint in accordance with applicable law, in particular with the PEPP Regulation. Details of the rights and obligations of the Client are included in the Complaints policy published on the Broker's website [www.finax.eu/en/legislation](http://www.finax.eu/en/legislation).

5.7 The Client is informed on Broker's website [www.finax.eu/en/legislation](http://www.finax.eu/en/legislation) about the following:

- a) the Broker and the services it provides,
- b) the place of order execution,
- c) all costs and associated charges, including any third-party payments,
- d) PEPP General Terms and Conditions,
- e) the strategy of order execution,
- f) financial instruments and risks related to financial instruments,
- g) client categorization policy,
- h) complaints policy,
- i) information on the Guarantee Fund for Investments,
- j) key information on PEPP,
- k) reports of the Broker's financial situation, including its solvency,
- l) provider switching information,
- m) general information to clients or prospective clients prior to the provision of the investment service.

5.8 The Broker is authorized to provide the Client with remote access via an internet connection to all information related to the activities under this Agreement, including any information that the Broker records about the Client and the transactions executed under this Agreement, and the Client hereby gives the Broker explicit consent to this method of disclosure and takes into consideration that all such information is binding for the Broker and is considered as the information provided in the form agreed in Art. 1 of the Agreement.

5.9 For the purpose of such remote access, the Client has set up initial access keys that allow him / her to access the relevant Internet application and which the Client creates in the registration process or is provided by the Broker.

5.10 The Client may use Slovak, Polish, English, or language that the Broker uses in the documentation published on the Broker's website [www.finax.eu/en](http://www.finax.eu/en) to communicate with the Broker. The Client agrees that the Broker is entitled to provide the Client with information in these languages. Regardless of the above-mentioned, the Broker reserves the right to communicate with the Client in Slovak or English in the case of oral communication.

## 6. Client statement

6.1 By his signature, the Client expressly agrees with:

- a) order execution policy published at [www.finax.eu/en/legislation](http://www.finax.eu/en/legislation),
- b) execution of the Client's orders outside the regulated market, the multilateral trading facility, or outside the organized trading facility (ie "OTC Markets"), in relation to all transactions,
- c) providing information, that is not designated personally for the Client, via [www.finax.eu/en/legislation](http://www.finax.eu/en/legislation),
- d) providing information to the Client on a durable medium, in particular through the means of Electronic Communications Services in accordance with GTC. The durable medium includes, in particular, CD-ROMs, DVDs, hard disks of personal computers where e-mail is stored. In case the Client has stated his e-mail address in Art. 1 of the Contract, the information will be sent to this e-mail. If he did not provide an e-mail address, or for any other reason, he may ask for information to be provided on another durable medium in writing, including in paper form.

6.2 Client confirms that:

- a) he understands that he accepts Agreements provided by the Broker and in the event of any reservations to the content of this Agreement, he is entitled to sign a separate agreement with the Broker,
- b) prior to entering this Agreement, he has been provided with key information on PEPP well in advance, has further become familiar with the wording of the Agreement and confirms the completeness, timeliness, and truthfulness of his personal data and the information provided therein, and agrees with all the information in Art. (1) to (7) of this Agreement,
- c) he has become familiar with the content of the PEPP General Terms and Conditions and the Price List,
- d) all his or her responses in regard to the knowledge, experience, investment objectives, financial situation, and relationship to the risks that form part of the registration form are true and he honestly declares that all such information, in Art. 1 of this Agreement and the documents submitted in connection with this Agreement are current, complete, true and credible.
- e) he understands that he can not choose a riskier investment strategy than the one that the Broker has selected

for the Client in accordance with applicable law as appropriate on the basis of the completed registration form. However, the Client may choose a less risky investment strategy than the one that is appropriate for him and that was suggested by the Broker,

- f) he has become familiar with all costs and associated fees for services provided under this Agreement, including any third-party payments,
- g) Information on the Principles and the right to request a change of classification in regard to the client categorization policy published in the legislation section of the Broker's website and its categorization as a non-professional client was provided to him. The Client expresses his / her approval to be classified as a non-professional client,
- h) he has been informed about the nature and risks of the services provided, the portfolio management rules, his rights to be provided with information by the Broker, the manner and extent of the system of protection of clients, and the guarantees provided by the system, the obligations and responsibilities of the Securities Broker, about the method and frequency of valuation of financial instruments in the Client Portfolio, and about the types of financial instruments that may be included in the Client Portfolio,
- i) he is not a person with a special relationship with the Broker,
- j) the funds he uses to execute a transaction or transactions with a value of more than EUR 15,000 (or the counter value of the relevant currency) is in his possession; he is the ultimate beneficiary; and the conclusion of this Agreement and all transactions are carried out on his own behalf and on his own account, otherwise, the Client is obliged to mention the name, surname, ID number or date of birth and permanent address, nationality of the natural person, type and number of the identity document or name, registered office and identification number of the legal entity or business entity (in case it has been assigned) who owns the funds, on whom behalf the transactions are made and who is the ultimate beneficiary. The Client also provides the Broker with the written consent of the person concerned to use his means for the trade purposes and to execute the transaction on his account, otherwise shall be liable for any damage caused by his failure to act. At the same time, the Client declares that the funds he uses to execute the transaction or transactions are not coming from any criminal activity and the conclusion of the Agreement nor fulfillment of its obligations and transactions does not constitute a suspicious financial activity under applicable law on the protection against the money laundering. At the same time, the Client confirmed in Art. 1 of the Agreement, whether or not he is a politically exposed person within the meaning of applicable law on the protection against money laundering. The Client undertakes to notify the Broker without undue delay about any changes to the fact stated in this statement, in writing,
- k) he will notify the Broker without any delay about any change in his identification data and information referred to in Art. 1 in this draft of the agreement, including the change of tax residence and data in the list of its controllers, assignment of a tax identification number and he hereby undertakes to notify about any change of the data by means of a declaration of honor within 30 days from the date of the change if any information or any statement referred to in Art. 1, becomes untrue as a result of changing circumstances. The Client also, with his signature, undertakes to provide the Broker with additional information and a declaration of honor for the purposes of the obligations under Act no. 359/2015 Z.z. on Automatic Exchange of Information on Financial Accounts for the Administration of Taxes and on Amendments to Certain Acts,
- l) he has become aware of and agrees with the Privacy Policy posted on the Broker's website [www.finax.eu/en/legislation](http://www.finax.eu/en/legislation). The Broker, in accordance with these principles, obtains and processes the provided personal data in accordance with Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and with Act no. 18/2018 Z.z. on the Protection of Personal Data and on Amendments to Certain Acts (hereinafter referred to as "GDPR").
- 6.3 The Client - a foreign person hereby declares that he is the actual owner of the income he realizes under this Agreement and that the income is in accordance with the law of the State in which the Client is tax resident.
- 6.4 The Client agrees that the PEPP Provision Agreement may be concluded electronically and remotely.
- 6.5 The Client acknowledges that the Broker is entitled, due to legal obligations during the validity of the Agreement, to record and save all of the Client's calls, which may include the removal of errors in the Client's identification referred to in Art. 1 of the Agreement, to the recording equipment.
- 6.6 The Client confirmed in Art. 1 of the Agreement whether he agrees or disagrees with the use of Electronic Communication Services in accordance with GTC so that the correspondence where his signature is not required or whose nature allows it has been sent electronically to the e-mail address specified in Art. 1 of the Contract, or published on the Broker's website after the client has signed in to his / her account, otherwise the correspondence will be sent to him / her in writing to his / her address of permanent residence or to the correspondence address if he / she has given it, in Art.1 of the Agreement.
- 6.7 The Client hereby declares that he / she has informed the spouse/husband of the intended investment and has obtained her/his consent to do so.

## 7. Final provisions

7.1 The Agreement is concluded for an indefinite period of time with the proviso that the Agreement may not be rescinded or cancelled by notice or agreement unless the PEPP Act applicable to the selected sub-account (as defined in the GTC) provides otherwise. This Agreement shall terminate on the date the Client switches to another PEPP Provider under the PEPP Regulation or upon payment of benefits to the Client.

7.2 The Agreement becomes valid and effective on the date when a) both a written agreement signed by the Client in his physical presence is delivered to the Broker and the Client's funds are delivered to the Broker's account; or b) The Broker and the Client conclude a written Agreement electronically by sending the Client's funds as stated under the point marked (iii) to the Broker's account and the Client will perform the following acts in order to identify and verify the identification: i. Verification of the email address and phone number, ii. iii. Sending/uploading a copy of the ID card or other identity document to the Broker, Sending/uploading a document proving the bank account existence to the Broker, if required.

7.3 The legal provisions in the PEPP Agreement, which are not explicitly regulated, are governed by the PEPP General Terms and Conditions and the relevant provisions of the PEPP Regulation, the PEPP Act and the implementing regulations governing PEPP, Act no. 566/2001 Z.z. on securities and investment services and the relevant provisions of Act no. 40/1964 Z.z. Civil Code and Act no. 513/1991 Z.z. Commercial Code and other generally binding legal regulations of the Slovak Republic. To avoid any misunderstanding, this does not affect the consumer protection, stated by the law of the country, where he / she has his / her habitual residence within the meaning of Article 6 par. 2 of Regulation No 593/2008 of the European Parliament and of the Council on the law applicable to contractual obligations (Rome I). The Client may bring an action in the court at the consumer's place of residence where the sub-account has been opened. The resolution of any disputes arising from a contractual relationship based on this Agreement or claims for damages shall be without prejudice to the possibilities offered to consumers by Article 18 of Regulation No 1215/2012 of the European Parliament and of the Council on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters.

7.4 The Broker reserves the right to change the PEPP General Terms and Conditions for the reasons stated in the PEPP General Terms and Conditions, and to inform the Client of this by means of a notice at the Broker's place of business and on the internet site [www.finax.eu/en/legislation](http://www.finax.eu/en/legislation). The Client is entitled to express disagreement with the change of the PEPP General Terms and Conditions in the manner and within the time limit specified in the PEPP General Terms and Conditions.

## **Annex 1: Terms and Conditions of the Savings and Payout Phase (Including a Description of Pension Benefits) for Slovak sub-accounts**

- a) A person of legal age may become the saver. Contributions to the PEPP are deductible from the tax base up to EUR 180 per year. Income resulting from PEPP is tax-free during the savings phase.
- b) Under the PEPP Act, the Client may apply for a benefit payout (except for early withdrawal) if he/she becomes eligible for a pension payout or an early pension payout under a special regulation or reaches the age required to qualify for a pension under a special regulation.
- c) The Broker may, subject to the rules set out in the PEPP Regulation and the PEPP Act, pay benefits to the Client in the form of a program withdrawal or lump sum settlement. The program withdrawal amount shall be determined equally by the value of the Client's assets and the number of years during which the program withdrawal is to be paid. The program withdrawal shall be paid at least until five years have elapsed from the Client's attainment of the age required to qualify for a pension under a special regulation. In cases provided for by the PEPP Act, the Client may also request a lump sum settlement in the amount requested by the Client.