

MASTER AGREEMENT - NATURAL PERSON

Agreement

signed on

between the **Client**:

Name and surname	
Date of birth	
Place of birth	
Nationality	

E-mail	
Phone number	

Address:

Street	
Building no	
Apartment no	
Postal code	
City	
Country of residence	

Type of the trading platform:

<input type="checkbox"/> xStation	<input type="checkbox"/> MT4
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Type of the Trading Account:

<input type="checkbox"/> Standard	<input type="checkbox"/> Islamic
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Currency of the Trading Account:

<input type="checkbox"/> USD	
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and, **XTB MENA Limited (the "Company" or "XTB MENA")**, a Company incorporated in the Dubai International Financial Centre ("DIFC") under Registration Number 4365 and regulated by the Dubai Financial Services Authority ("DFSA") as a Category 3A Company, and holds a Client Assets and Retail Client Endorsement. **XTB MENA is a subsidiary of XTB S.A. ("XTB") which is a listed entity on the Warsaw Stock Exchange.**

1. For the purpose of this Agreement, the Company classifies all Clients as Retail Clients, unless explicitly requested otherwise by the Client and the Client satisfies the DFSA definition and requirements of a Professional Client or Market Counterparty. If the Company believes that the categorization requested by the Client is inappropriate, the Company may, at its sole discretion, decline the Client's request for a different categorization. All Retail Clients shall receive the information regarding the appropriateness of service, risks involved in trading in Financial Instruments, orders execution principles and other conditions of providing Services by XTB MENA.
2. The Company provides Services under the terms and conditions set forth in the Agreement which consists of the following documents, available on its Website:

- a. Master Agreement;
 - b. Basic Information about the Company;
 - c. Regulations on The Provision of Services by the Company – General Terms and Conditions “GTC”;
 - d. Order Execution Policy;
 - e. Conflicts of Interest Policy;
 - f. Retail Risk Disclosure;
 - g. Complaints Handling;
 - h. Privacy Notice;
 - i. Website Terms and Conditions; and
 - j. other documents specified in this Agreement.
3. By accepting this Master Agreement, the Client concludes the Agreement with the reservation of the condition mentioned in point 7 below and represents that they have read and accept all the above-mentioned documents, which form an integral part of the Agreement, and that they fully understood the provisions set forth in these documents and accept all their obligations arising from the Agreement.
 4. The Company undertakes actions aimed at eliminating the potential negative impact on the Client as a result of any conflict of interest that may arise in the course of the provision of the Company’s Services. These actions are described in the Company’s “Conflicts of Interest Policy”, a copy of which is received by the Client and is available on the Company’s Website. The Client confirms their will to conclude the Agreement despite the existence of a conflict of interest between them and XTb MENA.
 5. The Agreement may be concluded:
 - a. Electronically, by electronic acceptance of an offer to conclude the Agreement with the use of the form provided for that purpose on the Company’s Website. By electronic acceptance of an offer, the Client concludes the Agreement with XTb MENA with the reservation of the condition mentioned in point 6 below. In case the Client chooses to conclude the Agreement electronically, the Client agrees to receive documents referred to in point 2 of the Agreement and the Retail Risk Disclosure on a durable medium other than paper or through the Company’s Website and annually thereafter. At the Client’s request, the Company will provide the Client with all documents in point 2 in a paper form free of charge (on a one-off basis only). Additionally, the Client agrees that periodical reports and/or confirmations related to the Company’s Services including but not limited to confirmations related to Client’s orders, Financial Instruments and funds kept for the Client as well as incurred costs and fees will be provided on a durable medium other than paper or through the Company’s Website or via email.
 - b. By signing the Master Agreement in the Company’s Office, two copies will need to be signed, one for the Client and the other for the Company to retain. In case the Client chooses to conclude the Agreement in writing, the Client will receive documents referred to in point 2. in a paper form. The Company shall provide the documents referred to in point 2 in paper form, free of charge (on a one-off basis only). Additionally, the Client agrees that periodical reports and/or confirmations related to the Company’s Services including but not limited to confirmations related to Client’s orders, Financial Instruments and funds kept for the Client as well as incurred costs and fees will be provided in a paper form by post. Delivery of the above-mentioned documents and information is subject to an administration fee in amount specified in the Conditions Tables.
 6. In order to conclude the Agreement with XTb MENA in electronic form:
 - a. Client accepts an offer to conclude the Agreement with the use of the form provided for that purpose on the Company’s Website by marking electronically a statement of accepting an offer to conclude the Agreement;
 - b. Marking of the statement, specified in point 6 (a). above, shall be understood as acceptance of the Company’s offer and conclusion of the Agreement, with the reservation of the condition mentioned in point 7 below;
 - c. Content of the Agreement shall be sent to the Client’s e-mail address specified by the Client in the on-line form;
 - d. In order to verify the data provided to the Company by the Client, the Company shall send to the Client a content of the Agreement together with the data. In case of identification of any incorrect data provided by the Client, they shall contact the Company without unnecessary delay.
 7. Conclusion of the Agreement shall be subject to positive verification of documents and data provided by the Client, required in order to conclude the Agreement, about which the Client shall be notified by the Company.
 8. The Company shall correspond with the Client in the manner specified in the GTC. Parties hereby agree that any declarations of will related to performance of trading on Financial Instruments or other activities within the Company’s business activity may be submitted by the parties in electronic form.
 9. The Client shall have the right to terminate the Agreement in accordance with the rules specified in the GTC.
 10. By signing the Agreement, the Client represents that:
 - a. Client has full legal capacity to enter into legal Transactions and is under no legal limitation with regard to opening a Trading Account with the Company and executing Transactions on Financial Instruments;
 - b. All information contained in the Agreement and other documents and information provided by the Client are true and consistent with Client’s actual situation and legal status;
 - c. Prior to concluding this Agreement, the appropriateness of Services and Financial Instruments resulting from this Agreement for the Client has been evaluated, taking into account the individual situation of a Client, Client’s

knowledge, experience, and ability to accurately evaluate the risks resulting from Financial Instruments and the Company Services offered on the basis of this Agreement;

- d. Client is aware that refusal to provide answers for the purposes of the above-mentioned evaluation or providing false or incomplete information may result in the inability of the Company to perform the relevant evaluation or may result in the improper evaluation;
 - e. Client acknowledges and accepts that - unless the Company decides otherwise - interest on Client funds held in bank accounts (client money is segregated from the Company's operational accounts) are kept for the Company and represent in whole a revenue of the Company and shall not be due to the Client.
 - f. The Client is aware that investing in Over-The-Counter Derivatives ("OTC Derivatives") carries significant risks and is not suitable for all investors and can result in substantial losses that exceed their initial investment. The Client is aware that leverage could amplify the Client's exposure to risk, meaning that a small movement in the market may lead to a much larger movement in the value of their investment and this could work against the Client. Most retail clients transacting in OTC Derivatives lose money.
 - g. The Client agrees that if they are in any doubt, they will seek professional or legal advice before signing this Agreement. If the Client does not understand a particular Product, Financial Instrument, Service, or Transaction; they would also first seek appropriate professional advice before entering into this agreement.
 - h. When acquiring OTC Derivatives, the Client has no entitlement, right or obligation to the underlying financial asset.
 - i. The Client is aware the Company does not monitor their positions and does not provide investment, legal, regulatory, or other form of advice relating to investments or possible Transactions in investments as the Company is not permitted to do so. The Company will only provide factual market information and information about Transaction procedures, potential risks and how these risks may be minimized. The Client is aware that they are solely responsible for the decisions they make in relation to investments or possible Transactions in investments.
11. The Client shall be obliged to notify the Company about any change of their personal data. The Company shall not be responsible for any losses resulting from not informing the Company about changes of Client's personal data and for damages resulting from the Company's actions, taken on the basis of incorrect or outdated information provided by the Client.
 12. This Agreement has been prepared in the English language.

Agreement electronically accepted by the Client:

on:

CLIENTS CONSENTS AND DECLARATIONS

1. I have been informed that my personal data will be processed in accordance with the Privacy Notice on the Company's Website and any subsequent ad-hoc notices. In the limited circumstances where you may have provided your consent for the collection, processing, and transfer of your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing activity at any time.

XTB MENA will comply with the provisions of the DIFC Data Protection Law No.5 2020 when processing any personal data about you.

Additionally, we may from time to time use the contact details provided by you or your representatives for marketing purposes, to share relevant updates, invitations, and any other publication we feel may be of interest. Should you not wish to receive marketing communications, please notify your contact at XTB MENA.

We will only retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorized use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

I hereby declare that I have read and understood the Privacy Notice as set out on the Company's website. XTB MENA reserves the right to update its Privacy Notice at any time, and we will provide you with a new Privacy Notice when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal information.

2. Declaration of Politically Exposed Person (PEP) status:

I hereby declare that:

- I am not and have not been a Politically Exposed Person, neither a family member of a Politically Exposed Person, nor a close associate of a Politically Exposed Person.
- I am or have been a Politically Exposed Person, a family member of a Politically Exposed Person or a close associate of a Politically Exposed Person.

3. Retail Risk Disclosure, Orders Execution Policy, and costs:

- I have acquainted, understood, and accept the content of the Retail Risk Disclosure and understand the nature and the risks associated with trading in Financial Instruments offered by the Company, as presented in the Retail Risk Disclosure.
- I have acquainted, understood, and accept the content of the Order Execution Policy, Ex-ante & Ex-post Information on costs and charges and Table of Fees and Commissions of the Company.

4. I have acquainted, understood, and accept the content of all the documents referred to in point 2.

5. Declaration about the manner of receiving some information (in paper form or electronically):

- Electronic form. I declare I wish to receive the documents referred to in point 2 and periodical reports and/or confirmations related to the Company's Services including but not limited to confirmations related to Client's orders, Financial Instruments and funds kept for the Client on a durable medium other than paper or through the Company's Website.
- Paper form. I declare I wish to receive the documents referred to in point 2 and periodical reports and/or confirmations related to the Company's Services including but not limited to confirmations related to Client's orders, Financial Instruments and funds kept for the Client in a paper form. I am aware that provision of above documents by post may involve an administrative fee specified in the Condition Tables.

FATCA DECLARATION

- I declare that I am not US Tax Person

I commit myself to update my FATCA Declaration in case of any changes in that matter and I agree to provide all supporting documents to my declaration on Company's request

DFSA QUESTIONNAIRE

1. The DFSA regulations require that the Company performs the evaluation of appropriateness of its Services and Financial Instruments for the individual situation of the Client. Assessment of appropriateness is based on the Client's financial soundness, employment status, experience, purpose, and knowledge in the investment field. Clients are obliged to fill in this Questionnaire before signing the Agreement with the Company.
2. Clients are informed if, on the basis of the evaluation, the Company's Services or Financial Instruments offered by the Company are deemed inappropriate for the Client. If Client refuses to provide the Company with the information required by the Questionnaire or provides false information, the evaluation is not possible or may give false results.
3. Negative result of the evaluation or refusal to provide the Company with certain information are not an impediment to signing the Agreement with a Client. The Company may however refuse to conclude the Agreement with a Client if it decides that the service is completely inappropriate for the Client based on the evaluation.
4. If the Agreement is concluded with more than one natural person, the Company performs the evaluation regarding the appropriateness of the Financial Investments or Services for all co-owners. Co-owners for whom the Financial Instruments or Services are inappropriate according to the evaluation are informed about the inappropriateness.
5. In case of Clients other than natural persons, the Company performs the evaluation regarding the appropriateness of Services and Financial Instruments for a Client by analyzing the appropriateness of service to persons authorized to represent a Client.
6. Evaluation of the appropriateness in relation to the Financial Instruments or Services always concerns the person or entity which concludes the Agreement. If the Agreement is concluded through the authorized representative, Company requests the Client to submit information necessary to perform the evaluation of Client's individual situation.
7. If, for any reason and at any time, the information provided in this Questionnaire needs to be completed or updated, XTB MENA may request that the Client fills in a new Questionnaire.
8. Information provided in this Questionnaire by the Client is necessary to perform the evaluation of the Client's experience and investment knowledge. Information submitted by the Client will only be used for business purposes. Client is not obliged to provide answers to all questions.
9. Where the Client has been classified as a Professional Client or Market Counterparty, the Company is not required to assess the appropriateness of the Client and would only be required to ensure the Client has been assessed appropriately and has been classified accordingly.

Financial Information

Annual Income	
Net Savings + Assets	
Annual Disposable Income	
Main Source of Wealth	
Country of Source of Funds	

Employment Status

Employment Status	
Industry/Job Sector	
Position Level	

Experience

Over the last 3 years, how often have you traded the following products.

Shares, Bonds, Equities or Exchange Traded Funds	
Exchange Traded Derivatives (Warrants, Futures, Options)	
Forex and Contract for Differences (CFDs)	

How have you traded these products?	
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Do you have any experience or qualification which would assist your understanding of our Products and Services?	
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Purpose

What is the intended purpose of trading CFDs	
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Knowledge

CFDs are risky to trade as they are leveraged based.	
Margin is the amount required to open a trade.	
CFDs are not exposed to volatility.	
When trading CFDs, you own the underlying Financial Instruments.	
Your positions may be automatically closed out at the available market price, if you do not have enough capital to cover losing trades.	

Spread is the difference between the "buy" and "sell" price.	
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Overall score from the Questionnaire: [_____]

I confirm that the information provided to the Company is true and accurate in all respects. I declare that I have received the information concerning the Company and the Regulations on The Provision of Services – General Client Agreement Terms and Conditions ("GTC"), which shall be provided on the grounds of the concluded Agreement. I have been acquainted with the financial risk related to the above-mentioned Services.

Agreement electronically accepted by the Client:

on:

DFSA QUESTIONNAIRE – APPROPRIATENESS ASSESSMENT

INFORMATION ABOUT INAPPROPRIATENESS OF SERVICES AND FINANCIAL INSTRUMENTS

On the basis of information provided by the Client, the Company hereby informs that according to the Company's assessment, Financial Instruments and investment services chosen by the Client entail too much investment risk in relation to the declared: financial soundness, employment status, experience, purpose, knowledge, and individual situation, and are as such inappropriate for the Client. Therefore, XTB MENA advises the Client against the use of the Company's offered Products and Services.

The Company is obliged to assess whether the Financial Instruments, which are subject to the brokerage Services offered to the Client by the Company and which shall be provided under the concluded Agreement, are appropriate for the Client taking into account their individual situation.

Assessment of appropriateness is made on the basis of the Client's answers to the questions regarding their knowledge and experience in the investment field contained in the DFSA Questionnaire.

Any Client that fails the knowledge questions, would be allowed to re-take the appropriateness test again instantly. If in any event, the Client was to fail the re-take questions, a 30-day cooling off period would need to be observed, before applying again.