

## AGREEMENT FOR THE ACCEPTANCE AND TRANSMISSION OF ORDERS

concluded on \_\_\_\_\_ in Warsaw ("**Agreement**") between:

\_\_\_\_\_  
*name of account holder*

\_\_\_\_\_  
*PESEL or date of birth for a non-resident / KRS number or number of relevant foreign register*

\_\_\_\_\_  
*residential address: street, house/flat number, postal code, country*

\_\_\_\_\_  
*e-mail*

\_\_\_\_\_  
*tax identification number and the relevant tax office*

on behalf of which acts (in the case of concluding the Agreement by the proxy):

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*PESEL or date of birth for a non-resident / KRS number or number of relevant foreign register*

hereinafter referred to as the "**Client**",

and

**IPOPEMA Securities S.A.** with its registered office in Warsaw, Poland, at ulica Próżna 9, 00-107 Warsaw, entered in the Register of Entrepreneurs of the National Court Register (KRS) kept by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register under number 0000230737, with the share capital of PLN 2,993,783.60 fully paid up, NIP: 5272468122, REGON: 140086881, hereinafter referred to as "**IPOPEMA**" or "**the Contractor**", on behalf of which act:

\_\_\_\_\_  
\_\_\_\_\_  
The Client and the Contractor shall hereinafter be jointly referred to as the "**Parties**", and each of them separately as the "**Party**".

### § 1

1. IPOPEMA undertakes to accept an order in the form of a tender the shares for sale of HUUUGE, INC. to HUUUGE, INC., in accordance with the terms and conditions set forth in the Invitation to submit share sale offers relating to ordinary bearer shares with ISIN code US44853H1086 (the "**Shares**"), as announced through IPOPEMA by HUUUGE, INC. (the "**Buyer**") on 14 march 2024 (the "**Invitation**") (the "**Tender**").
2. The Tender shall be made on a form made available by IPOPEMA.
3. IPOPEMA undertakes to accept and transfer to the Buyer an information about the Tender (including annexes) in order to make a decision on acceptance of the Tender and settlement of the transaction of acquisition of the Shares by the Buyer, in accordance with the provisions of the Invitation.
4. Settlement of the Tender will take place on the dates and in accordance with the terms and conditions specified in the Invitation.

### § 2

1. The Client represents that the IPOPEMA has requested the Client to indicate the category of client to which the Client is to be classified and the Client has indicated that, pursuant to the definition set out in Article 3.39c) of the Polish Act of 29 July 2005 on trading in financial instruments (the "**Act**"), it wishes to be treated as a retail client (pol. *klient detaliczny*). The Contractor declares that it has recognized the Client as a retail client.
2. The Client declares that prior to the conclusion of the Agreement it has received and become familiar with:

- 1) detailed information concerning IPOPEMA and the services to be provided under the Agreement, i.e. the MIFID Information Brochure,
  - 2) Policy on the conflict of interest at IPOPEMA,
  - 3) Policy on order execution and acting in the best interest of the Client,
  - 4) Regulations for the provision of services for accepting and transmitting orders for the purchase or sale of financial instruments as part of the buyback of HUUUGE, Inc. shares conducted in the form of a tender offer for the sale of shares ("**Regulations**"),
  - 5) GDPR Information Brochure,
- and was informed of:
- 6) the rules for the submission and handling of complaints set out in the Regulations;
  - 7) the possibility of filing a request for treatment of the Client as a professional client, pursuant to Article 3a of the Act.
3. The Client declares that he has been informed that the submission of the Tender is irrevocable and unconditional and that the Client cannot cancel it.
  4. The Client declares that it has regular access to the Internet and consents to the transmission of certain information using a durable medium other than paper, including in the form of files saved in PDF, Word or Excel in cases where, in accordance with applicable laws, IPOPEMA is required to provide the Client with information on a durable medium.
  5. IPOPEMA declares that it has adopted and implemented a policy against conflicts of interest, and that the conclusion and execution of the Agreement does not give rise to a conflict of interest on its part.
  6. Only uncomplicated financial instruments are subject of this Agreement. The Agreement is entered into on the sole initiative of the Client. The Client represents that the sale of the Shares by the Client is the result of its own decision, IPOPEMA has not provided the Client with advice recommending or advising against the sale of the Shares.
  7. The Client has been warned by IPOPEMA that due to the circumstances indicated in sec. 5 and 6, and as otherwise provided by law, the conclusion of the Agreement is not linked to the obligation of IPOPEMA to first ask the Client to provide basic information regarding the Client's level of knowledge of investing in financial instruments and investment experience necessary to assess whether the financial instrument that is the subject of the Agreement or the brokerage service to be provided under the Agreement is suitable for the Client, taking into account the Client's individual situation, and that the Client will not benefit from the protection provided by IPOPEMA's fulfillment of this obligation.
  8. Due to the fact that the Agreement is concluded and the Tender is made solely on the initiative of the Client, the requirements provided for in Chapter 2, Section 5 of the Polish Regulation of the Minister of Finance of 30 May 2018 on the procedure and conditions of conduct of investment firms, banks referred to in Article 70(2) of the Act on Trading in Financial Instruments, and custodian banks do not apply in this connection. The information referred to in § 138.1 of the aforementioned Regulation will be provided to the Client as part of the Tender.

### § 3

IPOPEMA informs the Client that is the controller of Client's personal data within the meaning of Article 4(7) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation)(GDPR), and detailed information concerning, among other, the purpose of the processing of its personal data and the legal basis for its processing have been transferred to the Client on a durable medium.

### § 4

1. The Agreement is concluded for a definite period of time, until the date of settlement of the Tender.
2. The Parties undertake to keep confidential the fact and content of the Agreement, subject to generally applicable provisions of law.

### § 5

1. Amendments to the Agreement shall be made in writing under pain of nullity.
2. Any matters not regulated by the Agreement shall be governed by generally applicable provisions of Polish law.
3. All notices under the Agreement shall be directed to the following addresses:
  - 1) For the Client: to the address indicated in the company of the Agreement;
  - 2) for IPOPEMA:  
IPOPEMA Securities S.A.

ulica Próżna 9, 00-107 Warsaw, Poland

tel: + 48 22 236 92 00

E-mail: skup@ipopema.pl.

4. The Parties agree that for working contacts related to the performance of the Agreement and where expressly indicated in the Agreement, e-mail shall be an acceptable form of communication and transfer of information.
5. Any change of address of a Party shall not constitute an amendment to the Agreement.
6. If any provision of the Agreement is found to be invalid or ineffective for any reason, the remaining provisions shall remain in force and the Parties undertake, at the request of either of them, to replace such invalid or ineffective provisions with provisions having the legal force and economic effect as close as possible to that of the provision being replaced.
7. Any disputes arising from the Agreement shall be settled by the Parties by negotiations. If the Parties fail to settle a dispute by negotiations within 30 days, such dispute shall be submitted for settlement to the court having jurisdiction over the seat of the respondent.
8. For matters not covered by the Agreement, the provisions of the Regulations for the provision of services for the acceptance and transmission of orders for the purchase or sale of financial instruments within the framework of the buyback of HUUUGE, Inc. shares conducted in the form of a call for shares shall apply

**To the Client**

**To IPOPEMA**