

## 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*

\_\_\_\_\_  
*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**" or the "**Principal**",

and

**IPOPEMA Securities S.A.** with its registered office in Warsaw, Poland, at ulica Próźna 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 Principal 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 KERNEL HOLDING S.A. to ETRECOM INVESTMENTS LIMITED, in accordance with the terms and conditions set forth in the Invitation to tender for sale shares in KERNEL HOLDING S.A. (the "**Company**") relating to ordinary bearer shares with ISIN code LU0327357389 (the "**Shares**"), as announced through IPOPEMA by ETRECOM INVESTMENTS LIMITED (the "**Buyer**") on 19 January 2022 (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 Company and to the Buyer an information about the Tender 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 and the agreement concluded between the Company, the Buyer and IPOPEMA.

### § 2

1. The Contractor represents that the Principal has requested the Contractor to indicate the category of client to which the Principal is to be classified and the Principal 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 represents that it has considered the Principal to be a retail client and has requested the Principal to complete a questionnaire (the "**MIFID Questionnaire**") designed to provide the Principal with basic information regarding his level of knowledge of investing in financial instruments and investment experience necessary to assess whether the financial instrument which is the

subject of the brokerage service offered or the brokerage service to be provided under this Agreement is suitable for the Principal, in accordance with Article 83h of the Act.

2. *The Principal has submitted a completed MIFID Questionnaire to the Contractor. Based on the results of the questionnaire, the Contractor has assessed that the brokerage services provided by the Contractor to the Principal under this Agreement are suitable for the Principal\*. **OR** The Principal declares that it has refused to complete the MIFID Questionnaire and to provide the Contractor with the information referred to in Article 83h(1) of the Act. In view of the foregoing, the Contractor, pursuant to Article 83h(3) of the Act, warns the Principal that the failure to provide the Contractor with the information referred to above prevents the Contractor from assessing whether the service or financial instrument envisaged is suitable for the Principal\*.*
3. The Principal 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 governing the provision of services consisting in accepting and transferring orders to purchase or sell financial instruments and recording changes in the holding of private market instruments ("**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 Principal as a professional client, pursuant to Article 3a of the Act.
4. The Principal declares that he has been informed that the submission of the Tender is irrevocable and unconditional and that the Principal cannot cancel it.
5. The Principal 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 Principal with information on a durable medium.
6. Due to the fact that the Agreement is concluded and the Tender is made solely on the initiative of the Principal, 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 Principal as part of the Tender.

### § 3

1. IPOPEMA has the internal organisation and internal regulations designed to prevent conflicts of interest and to ensure that if it arises, both in connection with entering into the Agreement and during its term, the interests of the Principal will not be prejudiced. If, despite the measures taken, in IPOPEMA's opinion such a breach may occur, IPOPEMA shall inform the Principal without delay.
2. IPOPEMA performs its services with due diligence resulting from regulations and the professional nature of its business. IPOPEMA shall be liable for Client's damages resulting from non-performance or improper performance of the Agreement by IPOPEMA. However, IPOPEMA shall not be liable for:
  - 1) the effects of transferring the Client's orders and instructions, provided that they have been transferred in accordance with its instruction,
  - 2) consequences of executing the Tender in accordance with its contents,
  - 3) damages caused by placing the Tender by unauthorized persons, provided that IPOPEMA exercised due diligence,
  - 4) damages caused by refraining from submitting the Tender for execution, if, in IPOPEMA's opinion, it was submitted by an unauthorized person,
  - 5) damages caused by incorrect or incomplete data or information provided by the Client,
  - 6) damage caused by force majeure (pol. *siła wyższa*), understood as an external event, which could not have been foreseen and whose consequences could not have been prevented with due diligence,
  - 7) any tax consequences of the Tender.
3. IPOPEMA informs the Client that it 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 can be found in the Know Your Customer form (KYC form).

## § 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, and in particular the provisions of the Polish Civil Code (pol. *Kodeks cywilny*).
3. All notices under the Agreement shall be directed to the following addresses:

- 1) For the Principal:

\_\_\_\_\_

For information of: \_\_\_\_\_

- 2) for IPOPEMA:

IPOPEMA Securities S.A.

ulica Próźna 9, 00-107 Warsaw, Poland

Fax: + 48 22 236 92 82

E-mail: skup\_kernel@ipopema.pl.

4. The notifications shall be deemed to have been duly:
  - 1) in the case of personal delivery and in the case of posting by registered mail or by courier with acknowledgement of receipt: on the day of such delivery,
  - 2) if sent by fax or e-mail: immediately - if the notice was sent on a working day during the notice recipient's working hours (i.e. between 9 a.m. and 5 p.m.), or on the next working day - if the notice was sent on a day that is not a working day or on a working day outside the notice recipient's working hours.
5. 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.
6. Any change of address of a Party shall not constitute an amendment to the Agreement.
7. 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.
8. 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 IPOPEMA's registered office.
9. The Agreement has been drawn up in two counterparts, one for each Party.

**To the Client**

**To IPOPEMA**

\* Delete if not applicable