

Claim Guidelines

Article I. Initial provisions

1. These Claim guidelines stipulate mutual rights and obligations of the company Wealth Effect Management o.c.p., a.s., with registered office Prievozská 4C, 821 09 Bratislava, business identification number: 51 127 113, registration: Commercial registry of the District Court Bratislava I, section Sa, insert no. 6652/B (hereinafter as the „**Company**“) as an investment firm and a client on the basis of and in connection with filing a claim and / or complaints of a clients, which are directed at investment services or ancillary services provided by the Company, employees or persons in the Company, or facts, relating to investment services, ancillary services provided by the Company and / or the processes of their provision by the Company.

Authorised person means a person who has the right to file a claim or complaint according to these Claim guidelines. The authorised person means in particular, but not limited to, a client or potential client of the Company or a third person, who proves a legitimate interest in a filed claim or a complaint.

2. Claim means by an authorised person claimed right for defects of services provided by the Company, which the authorised person claims on the basis of these Claim guidelines and in accordance with the act no. 566/2001 Coll. on securities and investment services and on amendment of other acts (Securities Act) against the Company as an investment firm.
3. Complaint means by an authorised person made reservation or objection in relation to the services provided by the Company or procedure applied or provided by the Company, if such a reservation cannot be considered for a claim and it is claimed by an authorised person against the Company in accordance with these Claim guidelines and act no. 566/2001 Coll. on securities and investment services and on change and amendment of some acts (Securities Act) (hereinafter as the „**Securities Act**“).
4. For the purposes of these Claim guidelines the terms claim and complaint have equal and equivalent meaning irrespective of which one will be used, unless from a logical interpretation of the respective provision of these Claim guidelines results something otherwise.
5. Claim procedure means procedure of the Company on the basis of a claim or complaint of an authorised person in order to examine a quality and / or accuracy of the services provided by the Company.
6. Claim is in particular, but not limited to:
 - a) initiative of a client or third person to improve or change of services provide by the Company,
 - b) request of a client or third person, from the content of which it is not possible to come to a conclusion, whether it is a claim or complaint,

- c) request of a client or third person to review services and / or procedures of the Company, which were provided on the basis of untrue or incorrect instructions or information provided by a client,
- d) initiative of a person, who is not entitled to file a claim or complaint.

Article II. Accepting of claims

1. The authorised person is entitled to file a claim:
 - a) in writing through mail or delivery service,
 - b) in person in the registered office of the Company on the address Prievozská 4C, 821 09 Bratislava or in any branch of the Company, if the Company opens some branches,
 - c) through electronic mail to the e-mail address of the Company backoffice@wemocp.sk.

2. A written claim must include, in case of a client – natural person, name and surname of a client or potential client, date of birth and valid address, to which the result of the claim procedure will be sent. In case of a client – legal entity, the claim must contain business name of the company, its registered address, business identification number and data of a contact person entitled to act on behalf of a client as a legal entity in this matter. In his or her claim the client or potential client is obliged to specify the service or procedure, which relates to the claim, to describe the reasons of the claim and submit documents justifying and proving the justification of the claim, eventually states further facts decisive for assessment of the claim. From the claim must be clear what the authorised person is seeking. In case of incomplete information and documents, necessary for proper assessment of the claim and its successful resolution, the client or potential client may be asked for their completion. The company is obliged to assess the claim also in case, if the claim is incomplete and the client, despite an additional period, did not adjust or complete his claim. In such a case the Company results from data contained in an incomplete client's claim. If the claim is incomprehensible and the client who submitted the claim will not adjust or complete such a claim despite an additionally provided period, the Company is not obliged to deal with incomprehensible claim. A written claim of a client or potential client must be signed and dated; otherwise the Company will not deal with it.

3. A claim submitted in person in the registered office of the Company means a claim drawn up with a client or potential client by an employee of the Company; the employee of the Company executes a record on a claim with a client or potential client and the record must contain information set forth in the section 2 of this article of the Claim guidelines. The executed record is dated and signed by the client or potential client, who submits the claim and by an employee of the Company, who executed this record. The record is executed in two original counterparts and one of them will keep the Company in order to review it and the second one is for a client or potential client submitting the claim.

4. In case of a claim submitted electronically to the e-mail address of the Company set forth in the Article II. section 1 of these Claim guidelines, such a claim must contain data pursuant to the section 2 of this article of the Claim guidelines; such a claim must be supplemented by the client in writing or in person at the registered address of the Company, in accordance with the section 2 or 3 of this article of the Claims guideline, within five days from its delivery to the

Company, otherwise the claim is void and the Company is not obliged to review and dealt with such a claim.

5. Each claim delivered to the Company must be registered.

Article III. Review and handling of claims

1. The Company reviews and handles the claims in accordance with the internal rules of the Company and these Claim guidelines.
2. The claim cannot be reviewed and handled by the employee of the Company or a person, against which the claim aims, as well as by the employee of the Company or person who performed in the name of the Company services for an authorised person, whose services or procedure of their provision the claim concerns.
3. In case of simple claim, such a claim must be reviewed by the Company, within five working days from its receipt by the Company. The claim must be received as a complete; therefore it must contain all the requirements according to the Article II. section 2 of these Claim guidelines. It is a simple claim in case if (i) the procedure of its review is known, (ii) the person or service, against which the claim aims, is known, (iii) it is possible to consider this claim without of its further or closer review, (iv) it is known the position of the Company to the subject of the claim, (v) the decision regarding the claim can be made on the basis of the information and documents available to the person who settles the claim and (vi) it is not necessary to ask for opinion of the person concerned or other authorised person in the Company.
4. Based on the knowledge and information from the available sources and from the information system of the Company, the Company determines according to the nature of the claim its justification and in case of justified claim proposes a remedy.
5. In case of difficult claim, which in respect of its content or violation against which it aims, cannot be considered for a simple claim according to the section 3 of these Claim guidelines, such a claim must be reviewed by the Company within thirty working days from its receipt by the Company. The claim must be received as a complete; therefore it must contain all the requirements according to the Article II. section 2 of these Claim guidelines.
6. It is a difficult claim in case if (i) the procedure of its review is not known and therefore it is a claim that goes beyond the common standards or procedure regarding its content, (ii) the person or service, against which the claim aims, is not known, (iii) for consideration of this claim it is necessary its deeper, more detailed and more professional review, (iv) it is not known the position of the Company to the subject of the claim, (v) the decision regarding the claim cannot be made on the basis of the information and documents available to the person who settles the claim and (vi) it is necessary to ask for opinion of the person concerned or other person, in particular the board of directors of the Company or the supervisory board of the Company.
7. The simple claim must be settled within 5 working days from receipt of a complete claim. This period may be in justified cases prolonged for 30 working days from the receipt of the complete claim. If it is not possible to settle the claim even in the prolonged period of 30 working days, the Company is obliged to notify in writing the authorised person, who submitted the claim, of

- these circumstances and reasons because of which it is not possible to settle the claim in the prolonged period and also of further procedure of the company in this matter.
8. The difficult claim must be settled within 30 working days from receipt of a complete claim. This period may be in justified cases prolonged by 30 working days. If it is not possible to settle the claim even in the prolonged period of extra 30 working days, the Company is obliged to notify in writing the authorised person, who submitted the claim, of these circumstances and reasons because of which it is not possible to settle the claim in the prolonged period and also of further procedure of the company in this matter.
 9. The company will notify the authorised person, who submitted the claim, of the result of the claim's review by the Company in writing. The written notice of the result of the review will be sent to the address, which the authorised person who submitted the claim, stated in its claim. The person who submitted the claim must be notified in writing of the result even in the case if the claim was considered for unfounded with giving reasons, which led to consideration of the claim for unfounded.
 10. The decision of the Company why the claim is considered for unfounded contains:
 - a) date of receipt of the claim and a brief description of the subject of the claim,
 - b) specification of a person who submitted the claim and what expected by the claim,
 - c) result of claim's review and consideration of the claim for unfounded,
 - d) brief description of reasons, for which the claim was assessed as or considered for unfounded,
 - e) statement when the claim procedure was ended,
 - f) statement whether the claim was reviewed in the regular or prolonged period,
 - g) date of consideration of the claim,
the signature of the employee of the Company.
 11. If it is not the claim procedure according to the section 10 of this article of the Claim guidelines, the written decision of the Company on settlement of the claim must contain data set forth in the section 10 letter a), b), e), f) g) and h) of these Claim guidelines and further:
 - a) the result of claim's review and consideration of the claim for well founded,
 - b) brief description of the reasons, why the claim was considered for or assessed as well founded,
 - c) which remedies were adopted and timeline for their implementation.

Article IV. Appeal against the decision of the Company

1. The authorised person may file a written appeal against the decision on settlement of a claim within 15 business days from the delivery of the decision of the Company on settlement of a claim. The appeal shall be filed to the address of the Company.
2. From the appeal it must be clear:
 - a) it is the appeal against the decision of the Company on settlement of the claim,
 - b) what the authorised person seeks,
 - c) where the authorised person see defects of the Company's decision on settlement of the claim and because of which reasons the authorised person files an appeal,

- d) who filed the appeal, i. e. specification of identification data according to the Article II. section 2 of this Claims guideline,
 - e) when it was executed and
 - f) it must be signed by the authorised person.
3. An appeal, which does not contain essentials according to the section 2 of this article of this Claims guideline, will be disregarded and the Company will not deal with it.
4. The Board of Directors of the company decides on appeals.
5. The provisions of these Claim guidelines on complicated claim and other relevant provisions will be adequately used for a decision of the board of directors of the Company on the appeal.

**Article V.
Costs related to claim procedure**

1. Any costs related to the claim, which arose to the authorised person, will be borne by the authorised person, unless these Claim guidelines or written agreement with the Company stipulate otherwise.
2. Any costs related to the claim, which arose to the Company, will be borne by the Company, unless these Claim guidelines or written agreement with the authorised person stipulate otherwise.

**Article VI.
Delivery**

1. All documents relating to legal relationships pursuant to these Claim guidelines between the Company and the authorised person will be delivered:
 - a) by mail,
 - b) by a third person authorised to deliver consignments,
 - c) in person,
 - d) electronically to the email addresses specified in these Claim guidelines or in the agreement concluded between the Company and the authorised person.
2. The documents relating to legal relationships pursuant to these Claim guidelines between the Company and the authorised person are being delivered by registered mail to the address of the authorised person or the Company stipulated in these Claim guidelines. Each party is obliged to notify the other party of each change of their registered address or address of residence according to the principles stipulated in this article within 15 days from a day of change of the registered office or address of residence.
3. If a party does not receive a document at the address specified in these Claim guidelines or in a written claim, the document is deemed to have been delivered after three days from its return to the sender, even if the addressee will not know it. All legal effects of the documents being delivered arise in such a case on a day, when the document is deemed to be delivered.

4. If a party does not receive a document at the address specified in these Claim guidelines or written claim, the sender is obliged to deliver the document repeatedly to the address of the party registered in the commercial register or other register. The section 3 of this article of the Claim guidelines applies in the full extent for such a delivery.

Article VII. Final provisions

1. The company is entitled to amend or add the Claim guidelines unilaterally anytime, in particular, but not limited to, in order to its actualisation and reflection to changes in legislation.
2. The company is obliged to publish the amended or added Claim guidelines at its registered address and on the webpage www.wemocp.sk before the amended Claim guidelines become effective.
3. Any amendments and addendums of the Claim guidelines, and therefore the amended or added Claim guidelines become effective on the 15th day from its publication on the webpage of the Company www.wemocp.sk.
4. The client is entitled to express his disapproval with the amendment of the Claim guidelines through a written notice delivered to the Company within 15 days from the publication of amendments and addendums of the Claim guidelines. If the client expresses his disapproval with amendments or addendums of the Claim guidelines within 15 days from the publication of amendments or addendums of the Claim guidelines and there will be no mutual settlement between the Company and the client regarding the amendments or addendums of the Claim guidelines questioned by the client, the client as well as the Company is entitled to terminate immediately their legal relationship with the Company, or the Company with the client. If the client, throughout the period according to this section of the Claim guidelines, performs any legal act towards the Company aimed at reception of the services provided by the Company, it is deemed that the client agrees with the amended or added Claim guidelines.
5. If the client will not express his disapproval with amendments or addendums of the Claim guidelines within the period stipulated in the Article VII. section 4 of the Claim guidelines, it is assumed that the client agrees with the amendment and addendums of the Claims guideline.
6. The Company and the client express their explicit consent that legal relations, which are not governed by these Claim guidelines, will be governed by the respective provisions of the individual contracts concluded between the Company and the client, by the general terms and conditions of the Company, by the Securities Act, and by other generally binding laws and regulations without use of the conflict-of-law rules.

These Claim guidelines become valid and effective on 10 October 2017.