

## **BASIC INFORMATION ABOUT XTB Limited (ex. DUB Investments Ltd.)**

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### **1. Company name and address**

XTB Limited (ex. DUB Investments Ltd) (the "Company"), with its registered office at Pikioni 10, Highsight Rentals, 3075, Limassol, Cyprus, registered in the Republic of Cyprus under the Companies Law, with registration number HE 296794.

### **2. Authorization**

The Company provides investment/brokerage services in accordance with its authorization number 169/12 granted by the Cyprus Securities and Exchange Commission (CySEC).

### **3. Supervision**

The Company is a fully licensed Cyprus investment firm (CIF) covered by MIFID and supervised by [CySEC](#) - Cyprus Financial Supervision Authority. The Company uses MiFID Directive passport to provide its financial services to Clients also in EEA countries other than Cyprus.

### **4. Scope of services**

Under its CIF Authorisation, the Company may provide the following investment services:

- 1) reception and transmission of orders in relation to one or more financial instruments;
- 2) execution of orders on behalf of clients;
- 3) dealing on own account;
- 4) portfolio management

Under its CIF Authorisation, the Company may provide the following ancillary services:

- 1) safekeeping and administration of financial instruments for the account of clients, including custodianship and related services such as cash/collateral management;
- 2) granting credits or loans to an investor to allow him to carry out a transaction in one or more financial instruments, where the firm granting the credit or loan is involved in the transaction;
- 3) foreign-exchange services where these are connected to the provision of investment services;

as regards to the following financial instruments:

- (1) Transferable Securities.
- (2) Money-market instruments.
- (3) Units in collective investment undertakings.
- (4) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, emission allowances or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash.
- (5) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties other than by reason of default or other termination event).
- (6) Options, futures, swaps, and any other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market an MTF, or an OTF, except for wholesale energy products traded on an OTF that must be physically settled.

- (7) Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in the paragraph above and not being for commercial purposes, which have the characteristics of other derivative financial instruments, having regard to whether.
- (8) Derivative instruments for the transfer of credit risk.
- (9) Financial contracts for differences.
- (10) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates, emission allowances or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event), as well as any other derivative contract relating to assets, rights, obligations, indices and measures not otherwise mentioned in this Part, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded on a regulated market or an MTF.

The detailed information on services provided by the Company is indicated in the following documents:

- General Terms & Conditions;
- Orders' Execution Policy;
- Declaration of Investment Risk;
- Condition Tables ;
- Information regarding general principles of the conflict of interests' management, and
- [www.xtb.com/cy](http://www.xtb.com/cy) website.

## 5. Website, Languages and Means of Communication

Languages of communication, documents and information provided to the Client from the territory of:

Italy – Italian language;

Hungary – Hungarian language;

Other countries – English language.

Information about particular Company websites, in particular countries where the Company provides its services is available through [www.xtb.com/cy](http://www.xtb.com/cy)

Since XTB Group operates in many markets under certain legal regimes, clients always need to check information at legal documents section to be sure whenever website applies to CySec regulations

Means of communication

As regards Client contacts, XTB uses ordinary mail, internal electronic mail in the Client Office, electronic and telephone means of communication.

## 6. Order's placement and execution

A Transaction may be executed by the Client by electronically placing a valid Order via electronic access to the relevant Trading Account only.

## 7. Protection of Client's funds

The Company is dedicated to the principles of protection of Clients' funds accumulated on the accounts kept by the Company. Clients' funds are held in multiple reputable credit institutions established in the European Union. The Company evaluates the solvency of such institutions on an annual basis and upon the evaluation, the Company decides to continue or stop cooperation with a particular institution. The Company is legally obliged to hold Client funds in bank accounts segregated from the company's own money.

The Company is also a member of the Investors Compensation Fund (ICF) for the purpose of ensuring payments of cash to Clients up to the statutory defined level and compensation for the value of lost financial instruments accumulated by such Clients in case of bankruptcy of the Company or similar event. Detailed information regarding the ICF are described at company's website at [www.xtb.com/cy](http://www.xtb.com/cy).

## **8. Conflict of interests**

In certain situations, there might be a conflict of interests between the Company and the Client. In particular in case of execution of orders on the OTC market, between the Company and the Client exists the conflict of interests resulting from the fact that the Company maybe the counterparty of the transaction concluded by the Client. In order to minimize the conflict of interests, the Company is legally obliged to undertake appropriate measures. The detailed information on basic principles of the procedures for a conflict of interest are described in the Conflicts of Interest Policy available on the Company's Website. At the Client's request, the Company will provide the Client with additional information on the policy of preventing conflicts of interest on a durable medium of information.

## **9. Basic principles governing the processing of complaints**

The Client has the right to report to the Company claims/complaints regarding services provided by the Company. In addition, the Company is obliged pursuant to separate regulations to use extrajudicial disputes resolution procedure before the Financial Ombudsman, in case of disputes with clients. Detailed rules regarding the handling of complaints are set out in the Complaints' Handling Policy available on our website [www.xtb.com/cy](http://www.xtb.com/cy).

## **10. Reports on execution of services**

The Company provides Clients with among others:

- daily reports on executed orders on the previous business day;
- a quarterly statement of stored financial instruments and cash, and
- annual information on costs and fees related to the provided brokerage services, this information may be provided along with the quarterly statement referred to above.

At the Customer's request, the Company will provide information on the current status of the order. In addition, at the Client's request, the Company may provide Client with a quarterly statement of stored financial instruments and cash more than once a quarter, for the delivery of which, however, an additional fee may be charged, according to the Condition Table. Detailed principles governing the reporting are specified in the General Terms and Conditions.

## **11. Fees, commissions and taxes**

The Company has the right to charge commissions and fees for its services in accordance with the Conditions Tables, in the manner specified in the General Terms and Conditions available on our website [www.xtb.com/cy](http://www.xtb.com/cy). Condition Tables may be subject to change upon Resolution of the Management Board of the Company. Amendment of Condition Tables is notified to Clients in accordance with provisions of General Terms and Conditions. Fees and commissions are charged at the moment of the occurrence of the event specified in Condition Table which constituting the basis for the calculation of the relevant commission or fee.

The revenue generated from the sale of securities and financial instruments is subject to income tax according to provisions of relevant tax regulations. The Company does not provide tax advisory for its Clients, and the Client is obliged to calculate and pay independently any taxes.

## **12. Duration, termination and withdrawal of the Agreement**

The Agreement is concluded for an indefinite period of time. Client may terminate the Agreement giving prior written notice in accordance with General Terms and Conditions. The termination of the Agreement by the Client does not result in imposing any contractual penalties. For further details regarding the matter, please refer to General Terms and Conditions

### **13. Applicable law and jurisdiction**

The applicable law for the performance of the Agreement is set out in General Terms and Conditions. The Agreement is exclusively subject to the jurisdiction of courts indicated in General Terms and Conditions. In order to resolve any dispute, only upon prior consent of the second party each party may bring the case to mediation in accordance with applicable regulations.