

## Refer a Friend Program Terms and Conditions

### §1 GENERAL PROVISIONS

1. Whenever these Terms and Conditions refer to:
  - a) **Program** - shall mean the "Refer a Friend" program,
  - b) **Terms and Conditions** - shall mean these "Invite Friends" Program Terms and Conditions;
  - c) **Organiser** or **XTB** - it shall be understood as XTB Limited. with registered office at Level 9, One Canada Square, Canary Wharf, London, E145AA
  - d) **Referrer** – Client who meets the requirement of this Terms and Conditions and who invites Friends – potential clients to join Invite Friends Program;
  - e) **Friend** - is a natural person who receives the referral link and meets all requirements indicated in Clause 3(4).
  - f) **Client** - it shall be understood as a natural person, with whom XTB has concluded an Agreement;
  - g) **TOB** - it shall be understood as the Terms of Business of the provision of services consisting in the execution of orders to buy or sell property rights and securities, and the keeping of property rights accounts and cash accounts by XTB;
  - h) **Account** - it shall be understood as Investment Account based and managed for the Client, in accordance with the provisions of the TOB;
  - i) **App** – means XTB investing App, provided by XTB, available in AppStore or Google Play;
  - j) **Website** - it shall be understood as the website of XTB available on <https://xtb.com/en>
  - k) **Landing Page** – the page created for the Program to which the personal referral link leads;
  - l) **Reward** - One ordinary share of Rolls Royce (RR.UK), ISIN GB00B63H8491, listed on the London Stock Exchange, the acquisition cost of which is borne by XTB.
  - m) **Agreement** - An agreement for the execution of orders to buy or sell property rights, keeping property rights accounts and cash accounts, specifying the conditions of executing Transactions on Financial Instruments via a Trading Account, together with all appendices thereto;
  - n) **Account Value** - The account value is the sum of: free funds (money available to trade), asset value (Stocks and ETFs). Account Value **does not** take into consideration any positions on CFDs including PnL or margin.
  - o) **Registration Form** - shall mean the form for opening an Account with XTB available on the website: <https://www.xtb.com/en/live-account?step=1>;
  - p) **Resident** - it shall be understood as a natural person having his/her place of residence in the territory of the United Kingdom and subject to an unlimited tax obligation in the territory of that country;
  - q) **Non-Resident** - it shall be understood as a natural person not having his/her place of residence in the territory of Poland and subject to a limited tax obligation in the territory of that country.
  - r) **XTB mobile application** - mobile application through which XTB provides its services, available on the Appstore or Google Play.
2. The Program applies to Clients of XTB Branches in XTB Limited.
3. Before participating in the Program, the Referrer and the Friend are obliged to familiarise himself/herself with the Terms and Conditions and accept them. Participation of the Referrer and the Friend in the Program is equivalent to acceptance of the terms of Program provided for in these Terms and Conditions.
4. By participating in the Program the Referrer and the Friend confirms that he/she participates in it voluntarily.
5. This Program is not an investment recommendation or an information recommending or suggesting an investment strategy.

### §2

## PROGRAM PARTICIPANTS

1. The Referrer and Friend must be a different natural person. The Referrer and Friend must have/open an account with the same XTB branch.
2. The Referrer and Friend are subject to fulfillment of the requirements provided for in the Terms of Business..
3. The Referrer and the Friend must have the most current version of the App.

### *Referrer*

4. The Referrer opened an Account at least 30 days ago.
5. Referrer must have paid a deposit worth equivalent of 100 EUR during the all-time when he had the active Agreement.
6. The Client's average end-of-day Account Value over the last 84 days was at least 100 euros (if the Client opened the Account less than 84 days ago, this is the average of their entire history) or the Client had at least 30 days in the last year with an end-of-day balance of at least 0 euros.
7. The Client has opened at least 5 positions in Stocks or ETFs since opening the Account.
8. When the Referrer meets requirements indicated above, they will be able to generate the invitation link in the App.
9. The Referrer can generate a maximum of 12 links in a lifetime and maximum 3 links per calendar month. We take into account the generation of the link, regardless of the use of the link by a friend.

### *Friend*

10. A Friend can be someone who is not or has not been in the last 365 days a Client of XTB prior to the commencement of the Program.
11. Clients can take part in the Program as a Friend only once.

## **§3 TERMS OF PROGRAM**

1. The Program is valid from 5.02.2025 00:00 GMT
2. The Program is for personal and non-commercial purposes only.
3. The award is One ordinary share of Rolls Royce (RR.UK), ISIN GB00B63H8491, listed on the London Stock Exchange. .
4. Requirements of participation in the Program for Referrer are:
  - a) The Referrer generates a unique invitation link in the App. The Referrer can send this to Friends. The Referrer may not publicly disseminate the personal invitation link or have it disseminated. Distribution is public if the Referrer uses communication channels and media without an individual reference (e.g.: YouTube, WhatsApp groups, podcasts, messenger channels, mass e-mails, online forums, voucher websites);
  - b) The link generated is unique, designed to invite one friend. A link is generated when the Referer clicks it in the App, regardless of Friend's participation in the Program.
  - c) The Referrer will only receive the Reward if the Friend meets all the conditions for the particular Reward and is eligible to receive their own Reward.
5. Requirements of participation in the Program for a Friend are:
  - a) The condition for participation in the Program entitling to receive the Reward is conclusion of a valid brokerage service Agreement with XTB, depositing any amount of cash in the Account and fulfillment of the conditions of these Terms and Conditions and TOB.
  - b) XTB can refuse to conclude the Agreement as provided for in the TOB.

- c) The Friend must download the XTB mobile application using the invitation link received from the Referrer. If the XTB mobile application is downloaded through any other means, the Friend will not participate in the Program.
  - d) Friends have to authorise XTB to provide information, constituting professional secrecy, about his/her Account, the fact of making the first deposit to the person whose referral link he/she used to participate in the Program.
  - e) Friends may receive only one Reward, regardless of the number of Accounts or sub-accounts established.
6. All steps indicated in Clause 3 (4 and 5) should be made before the end of the 21<sup>st</sup> day of generating the link described in Clause 3a). If all steps are not completed till the end of that term, it will result in the expiration of the Reward.
  7. Once all of the above conditions are met, the Client receives the Reward promptly. In all cases, the Reward shall be credited to the Clients main Account within a maximum of 3 business days after all criteria outlined in Clauses 3 (4 and 5) have been met.
  8. The Reward cannot be exchanged for cash or alternative instruments.
  9. All participants will receive the same share, the value of which is subject to market fluctuations. The Participant accepts that the actual value of the share at the time of the transfer may differ from the initially stated or allocation date value.
  10. Ownership of the reward fully transfers to the Participant upon crediting.
  11. There are no hidden fees or costs associated with receiving the reward.
  12. In the event of a significant change in the value of the shares selected by the Organizer or the inability to award shares due to external changes in market conditions, the Organizer reserves the right to select and award other shares in their place.
  13. The sponsor of the Rewards is the Organiser.
  14. In the case of Non-Residents, the Rewards in the Program may be subject to taxation according to the local laws effective in the country of their tax residence. The Organiser accepts no liability for proper settlement of any potential tax by the Non-Residents in the country of their tax residence.

#### **§4 EXCLUSION**

1. A Referrer or a Friend is not entitled to receive a Reward (or can lose an already received Reward) if he/she breaches, manipulates or fails to comply with the provisions of these Terms and Conditions or violates the rules of this Program.
2. XTB can assess if the Referrer or the Friend are in breach of the provisions specified above at its own discretion, applying objective criteria, in particular, when XTB identifies that the Client has re-opened the Account.
3. XTB reserves a right to change these Terms and Conditions, suspended or terminated the Promotion early in the event of:
4. changes of the commonly governing law affecting or that could affect the business of XTB, including services provided by XTB or Client service,
5. changes in interpretation of the law resulting from court judgements, resolutions, decisions, recommendations or other acts of government authorities,
6. requirement to adapt the Terms and Conditions to decisions, instructions, recommendations or other positions of supervisory authorities,
7. change of the scope of conducted business or change of the scope of provided services or method of provision of services.
8. The amended Terms and Conditions will be published on the Website. Additionally, an email notification will be sent to Participants who have already begun the Account opening process.
9. XTB shall be entitled to terminate the Program or change its conditions at any time, without having to give any reason. The information about the date of entry into force of the changes and their exact content or date of termination of the Program shall be published on the Website and as an email to Clients. Clients will be informed with 14-days prior notice. Until the new regulations come into effect or the Program ends, the rules specified in these Terms and

conditions shall apply. To specify, invitation links generated before the date of entry into force of changes or the date of termination of the Program, participate in the Program based on the rules applicable at the time of generation

## **§5 COMPLAINTS**

1. The principles regarding the method of lodging and handling of complaints are provided for in the TOB available on the Website. <https://www.xtb.com/en/legal-information>

## **§6 FINAL PROVISIONS**

1. The Program Terms and Conditions are available on the Website.
2. In all matters not regulated in these Terms and Conditions, the provisions of the TOB and the Agreement shall apply.
3. XTB reserves the right to change these Terms and Conditions or to terminate the Program for the important reasons indicated in section 4 below at any time during the Program with the subject to the provisions of these Terms and Conditions. The Referrer and the Friend shall be notified by e-mail of any changes introduced, and the amended Terms and Conditions shall be published on the Website.
4. Important reasons for ending the Program or making changes to the Terms and Conditions shall include:
  - a) necessity to adjust the Terms and Conditions to the applicable law, decisions, guidelines, recommendations or other positions of supervisory bodies;
  - b) changes in the interpretation of the law, resulting from court decisions, resolutions, decisions recommendations or other acts of state authorities.
5. In the case of change of the Terms and Conditions referred to in Clause 6(4), the changed Terms and Conditions shall enter into force on the day of their announcement.
6. Notwithstanding the provisions in Clause 6(3 and 4) XTB shall be entitled to terminate the Program or change its conditions at any time, without having to give any reason. The information about the date of entry into force of the changes and their exact content or date of termination of the Program shall be published on the Website and as an email to Clients. Clients will be informed with 14-days prior notice. Until the new regulations come into effect or the Program ends, the rules specified in these Terms and conditions shall apply. To specify links generated before the date of entry into force of changes or the date of termination of the Program, participate in the Program based on the rules applicable at the time of generation.
7. The Organiser accepts no liability for any losses incurred by the Client, including but not limited to indirect or consequential losses, lost business or profits, as a result of the Client's failure to comply with the terms and principles of participation in the Program.
8. These Terms and Conditions enter into force on 05.02.2026.