

# Cross selling

## Information for Clients

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### 1. SCOPE OF INFORMATION

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This document is addressed to Clients and contains information about Cross Selling at Bank Handlowy w Warszawie S.A. within investment services.

The Bank provides the following investment services to the Clients:

- a) acceptance and transmission of orders to purchase and repurchase, and deliver other statements of will concerning funds participation titles;
  - b) acceptance and transmission of orders to purchase or sell securities;
  - c) execution of orders on the Client's account pertaining to the purchase or sale of debt securities and within the conclusion of dual currency investment transactions;
  - d) provision of investment advice;
- further referred to collectively as the "**Services**" or each individually as the "**Service**".

### 2. DEFINITIONS

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(a) In this Information, terms written in capital letters have the following meaning:

**MiFID Brochure** - MiFID Information Brochure; a set of information prepared specifically for the Clients of Bank Handlowy w Warszawie S.A. who use or intend to use the investment services provided by us. This Brochure refers to Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and to directly applicable Regulation (EU) No. 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments, which are the most important provisions for investment services and financial instruments.

**Client** - a natural person being a consumer within the meaning of the Civil Code or any other act amending or replacing the Civil Code, who has concluded the Agreement;

**Personal Account** - a bank account maintained by the Bank within the meaning of the Bank Account Terms and Conditions;

**Product Bundling** - means the provision by the Bank of one of the services referred to in Article 69(2) of the Act and other services under the agreement referred to in Article 83f(1)(1) of the Act, or under one of the agreements referred to in Article 83f(1)(2) of the Act provided that:

- a) each of the services may be provided by the Bank under a separate agreement, and
- b) the client is able to conclude with the Bank a separate agreement for each of these services;

**Product Tying** - means the provision by the Bank of one of the services referred to in Article 69(2) of the Act and other services under the agreement referred to in Article 83f(1)(1) of the Act, or under one of the agreements referred to in Article 83f(1)(2) of the Act provided that at least one of the services may not be provided by the Bank under a separate agreement;

**Cross selling** - means Product Bundling or Product Tying;

**Table of Fees and Commissions** - a table of fees and commissions due, payable to and collected by the Bank for the services performed under the Agreement.

**Agreement** - an agreement on the provision of Services within a scope indicated in a given agreement, concluded by and between the Client and the Bank with the Terms and Conditions of Investment Products being its integral part. Any references in the Terms and Conditions of Investment Products to the Agreement are references

to all the Agreements which may be concluded or have been concluded by the Bank with a specific Client unless the context otherwise requires;

**Agreement on the Provision of an Investment Advisory Service** - an agreement on the Bank's provision of an investment advisory service, with the Terms and Conditions of the Provision of an Investment Advisory Service by Bank Handlowy w Warszawie S.A. being its integral part;

**Framework Agreement on the Execution of Orders to Purchase and Sell Structured Notes** - an agreement on the Bank's provision of services of execution of orders to purchase and sell structured notes;

**The Act** - the Act on Trading in Financial Instruments of 29 July 2005.

(b) Terms which are not defined in this Information should be interpreted in accordance with their respective meaning assigned to them in respective legal provisions.

### **3. LIST OF SERVICES THE PROVISION OF WHICH INVOLVES CROSS-SELLING**

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The Bank provides services according to the formula of Product Tying. The Bank is not involved in Product Bundling. Product Tying concerns the following services provided by the Bank:

- 1) the acceptance and transmission of orders to purchase and repurchase, and deliver other statements of will concerning fund participation titles;
- 2) acceptance and transmission of orders to purchase or sell securities;
- 3) performance of orders for the account of the client submitting the orders referred to in Article 69(2)(2) of the Act,
- 4) provision of investment advice referred to in Article 69(2)(5) of the Act,
- 5) maintenance of a Personal Account.

### **4. DESCRIPTION OF CASES WHERE CROSS-SELLING OCCURS**

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The Bank distinguishes the following cases where product tying occurs:

- 1) making the conclusion by the Bank of an Agreement for the provision of a service covered by the Terms and Conditions of Investment Products or by the Terms and Conditions of the Provision of an Investment Advisory Service by Bank Handlowy w Warszawie S.A. with the Client, i.e. an agreement for:
  - a) the acceptance and transmission of orders to purchase and repurchase, and deliver other statements of will concerning fund participation titles;
  - b) the acceptance and transmission of Orders to purchase or sell securities;
  - c) performance of orders for the account of the customer submitting the orders;
  - d) investment advisory,conditional upon the simultaneous conclusion of an Agreement for the Maintenance of a Personal Account for the Client.
- 2) making the conclusion by the Bank of a Framework Agreement on the Execution of Orders to Purchase and Sell Structured Notes with the Client conditional upon the simultaneous conclusion of an Agreement on the Provision of an Investment Advisory Service.

### **5. RISKS AND COSTS RELATED TO CROSS-SELLING**

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1. The conclusion of an Agreement for the provision of services indicated in item 4.1 a) - d) is conditional upon the Client having a Personal Account with the Bank. The necessity to conclude a Personal Account agreement does not generate any higher risk for the Client than the risk generated if the Client could conclude only the Agreement for the provision of the above-mentioned services.
2. The necessity to conclude a Personal Account agreement may involve higher costs for the Client (as the Client may be obliged to pay fees for the maintenance of the Personal Account, execution of payment orders and other

fees specified in the Table of Fees and Commissions applicable to the Personal Account agreement, the amount of which depends on the type of the Personal Account) than the costs incurred if the Client could conclude only the Agreement for the provision of the services indicated in items 4.1 a) - d).

3. While it shall be possible to conclude a Personal Account agreement without concluding the Agreement for the provision of services indicated in 4.1 a) - d), it shall not possible to conclude the above-mentioned Agreement without prior conclusion of a Personal Account agreement. The Bank shall provide the information concerning costs and fees relating to the maintenance of the Personal Account in the form of the table of fees and commissions applicable to the Personal Account, on the Bank's website (<http://www.citihandlowy.pl>).
4. The Bank shall provide the Service of the execution of orders to purchase or sell structured notes for the Client on condition that the Bank has entered into the Agreement with the Client on the provision of an investment advisory service. The Bank informs the Client herein that the conclusion of the Agreement on the provision of an investment advisory service shall be possible without concluding the Framework Agreement on the Execution of Orders to Purchase and Sell Structured Notes but the provision of the service of execution of orders to purchase or sell structured notes shall not be possible without concluding the Agreement on the provision of an investment advisory service. The risk arising out of the simultaneous conclusion of the above-mentioned agreements shall not be different than the risk arising out of a separate conclusion of each of these agreements.
5. The Framework Agreement on the Execution of Orders to Purchase and Sell Structured Notes may be terminated free of charge. Nevertheless, the Client should dispose of the structured note held - by disposing of it or transferring it to another institution. The fees are in accordance with the applicable Table of Fees and Commissions.
6. The Bank shall provide the information on costs and fees related to the above Services in the MiFID Brochure before the bank commences to provide such Services.
7. The full list of the types of risk related to each of the investment services provided by the Bank is described and can be found in the MiFID Brochure.