
MiFID Information Package
Part 1 of 2
GENERAL INFORMATION DOCUMENT

INFORMATION ON INVESTMENT AND ANCILLARY SERVICES IN FINANCIAL INSTRUMENTS

GENERAL INFORMATION DOCUMENT

IMPORTANT NOTICE DISCLAIMER

This information document hereinafter referred to as «**MiFID Information Package**» is addressed to existing or potential Clients of the Bank providing necessary information about the investment and related ancillary services for transactions in Financial Instruments provided by **Eurobank Private Bank Luxembourg S.A.** (the **Bank** or **Eurobank**) and its affiliates.

This document and the information provided herein should **NOT** be construed and/or considered and/or taken to constitute advice and/or solicitation and/or an offer or a recommendation or solicitation to enter into any transaction or buy or sell any Financial Instrument or to make any investment and/or as any other investment advice. The Bank, its affiliates, its officers and its employees are not in the business of providing tax or legal advice. Nothing contained herein is intended or written to be used, and cannot be used or relied upon, by any person as legal or tax advice.

Consulting or receiving this MiFID Information Package **does not** create or constitute any legal relationship between Eurobank and the Client and neither implements and/or warrants any duty or obligation on behalf of Eurobank towards the recipient of this MiFID Information Package for the provision of any Services, unless an Investment Services Agreement has been entered into.

The information provided in this document is provided **solely** based on the assumption that a Client (existing or potential) makes his own investment decisions and the Bank has not taken into account the particular investment objectives or financial situation of any person in preparing the information in this document.

The Bank strongly recommends that you seek professional investment advice before making any investment decision.

This MiFID Information Package may be amended and/or revised and/or updated from time to time at the sole discretion of Eurobank and any information included therein is provided on an “**AS IS**” basis.

In this respect, any future revised version of this document will take effect upon its publication on the Bank’s website and the continued use of the Services offered by the Bank thereafter will be deemed to constitute acceptance and notification of the relevant changes to this document.

The Bank may also, from time to time, send to clients’ supplementary notifications and/or information of new developments and the Bank reserves the right to review and/or amend its Policies referred herein and make the necessary notifications whenever it deems this appropriate. It is as Client your responsibility to ensure that you are aware of the correct, current content of this document and we advise you to check for updates on a regular basis on the Bank’s website www.eurobankpb.lu.

THIS DOCUMENT IS ONLY INTENDED FOR USE BY RECIPIENTS LOCATED IN COUNTRIES WHERE SUCH USE DOES NOT CONSTITUTE VIOLATION OF APPLICABLE LAW OR REGULATION.

THIS DOCUMENT AND PROCEDURES DESCRIBED APPLY ONLY FOR THE PROVISION INVESTMENT AND ANCILLARY SERVICES IN FINANCIAL INSTRUMENTS, AS PROVIDED BY THE BANK, AND DO NOT APPLY IN ANY OTHER BUSINESS OR SERVICES OFFERED BY THE BANK.

No liability whatsoever shall arise on Eurobank for any actual or direct or indirect loss or damage suffered by any recipient of this document as a result of any act or omission pursuant to reliance on the provisions hereof or other use or misuse of any information contained herein.

It is important always to read and understand the information provided in this MiFID Information Package or in any other related document and obtain legal, investment or other advice, as you may consider appropriate, regarding the impact of such information on how Investment Services are provided by the Bank.

Contents

1. General.....	5
1.1 What is MiFID II and MiFIR?	5
1.2 What does the MiFID II framework require in terms of information to be provided to the Clients?	5
1.3 Our Company: Eurobank Private Bank Luxembourg S.A.	5
1.4 Portfolio Management	6
1.5 Investment Advice	7
1.6 Language and Methods of Communication for the provision of the Services	7
1.7 Client Information for the provision of the Services	8
2. Conflicts of Interest Policy	10
2.1. General Principles	10
2.2 Purpose	10
2.3 Identification of potential conflicts of interest	10
2.4 Measures taken by the Bank in order to manage potential conflicts of interest	10
2.5 Specific scenarios	11
2.6 Updating of the Policy	11
3. Information concerning Client Categorisation	11
3.1 Retail Clients	11
3.2 Professional Clients	11
3.3. Professional Clients on request (Elective Professional)	12
3.4 Eligible Counterparties	12
3.5 Monitoring of Categorisation	13
3.6 Differences in Client Protection	13
3.7 Re-categorisation	14
3.8 Client Investor Profile	15
3.9 Assessment of Suitability and Appropriateness	15
4. Product governance – Target Market	18
4.1 Product Governance Policy (Summary)	18
4.2 Target Market Assessment	18
4.3 Packaged Retail and Insurance-based Investment Products Regulation EU (PRIIPs)	18
4.3.1 Product documents (Key Information Document (KID)/ Key Investor Information Document (KIID))	18
4.4. European Long-Term Investment Funds (“ELTIFs”)	20
5. Order Execution Policy (OEP) - Obligation to execute orders on terms most favourable to the Client	20
5.1 Scope	20
5.2 Best execution obligation	20
5.3 Circumstances concerned - Exceptions /Limitations	23
5.5. Pricing of quotes provided outside of the scope of best execution	24
5.4 List of principal venues, counterparties & intermediaries	24
5.5 Monitoring the effectiveness of execution arrangements and policy	25
5.6 Review of the policy	25
6. Complaints handling	25
7. Fees and commissions	25
8. Information on Inducements	25
8.2 Third Party Research Material Costs (Inducement)	27
9. Safeguarding of Client Financial Instruments	27
9.1. Financial Instruments	27
9.2 Assessment of Sub-Custodians	28
9.3 Risks / Warnings in relation to Safekeeping / Custody Services	29
9.4 Specific Risk Warning for investments in Metals	29
9.5 Use of Client Financial Instruments	29
10. Electronic services via Electronic Platforms – including Trading Platforms	29
11. Client Reporting	30
11.1 Transactions and Portfolio Statements	30
11.2 Transaction orders execution confirmation	30
11.3 Portfolio Statements of Client’s Financial Instruments and Portfolio Management Reports	31
11.4 Suitability Reports	32
11.5 Costs and Charges Reporting	32

11.6 Ex-Ante (Pre-trade disclosure of costs and charges estimate).....	32
11.7 Ex-Post (Post-trade disclosure).....	33
11.8 Disclosure of Inducements	33
12. Regulatory Transaction Reporting Obligations	33
13. Investor Compensation Scheme and Deposit Guarantee Scheme.....	33
13.1 Investor Compensation Scheme (SIIL).....	33
13.2 Calculating the amount payable for compensation.....	34
13.3 Deposit Guarantee and Resolution of Credit and Other Institutions Scheme (DGS).....	34
14. Additional Compliance and Regulatory Information related with the provision of Services.....	35
14.1 Processing of Personal Data Policy for Services (Summary).....	35
14.2 Anti Money Laundering and Counter Terrorist Financing (AML/CTF)	37
14.3 The Foreign Account Tax Compliance Act (FATCA)	38
14.4 Common Reporting Standard (CRS).....	38
15. Investment Bank Account / Bank General Account Terms	39
16. Related Party Transactions (Transparency/ Client Obligations)	39
17. ESG factors and Sustainability Risk	40
17.1. Sustainability Risk Policy under Investment Services	40
17.2. SFDR Regulation - Regulation (EU) 2019/2088 (the SFDR Regulation and its delegated acts)	40
17.3. Taxonomy Regulation - Regulation (EU) 2020/852 (the Taxonomy Regulation and its delegated acts)	40
17.4. 'Do No Significant Harm' (DNSH) principle	40
17.5. Environmentally Sustainable Investment.....	41
17.6. Sustainable Investment.....	41
17.7. Principal Adverse Impacts (PAIs) Framework for Investment Services.....	41
17.8. Information & disclosures on Sustainability matters	41
APPENDIX I: Execution Venues / Brokers (counterparties)	42
APPENDIX II: Financial Instruments – examples of complex and non-complex instruments	44
APPENDIX III: Definitions.....	45
APPENDIX IV: LINKS ON INFORMATION / GUIDES REGARDING THE USE OF THE ELECTRONIC PLATFORM	50

1. General

1.1 What is MiFID II and MiFIR?

MiFID II is a European directive¹ and MiFIR is a European Regulation² (hereinafter collectively referred to as 'MiFID II'). They aim at strengthening European financial markets, reinforcing the protection of investors in the financial services industry and therefore at providing more transparency and protection for all Clients of Eurobank Private Bank Luxembourg S.A. (the "Bank").

The aforementioned European Directive has been transposed into Luxembourg Law by the law (the "MiFID II Law" or the "Law") and the Grand-Ducal Regulation (the "Regulation")³. MiFID II, the Law and the Regulation (collectively referred "MiFID II framework" or the "Law") entered into force as from 4 June 2018.

1.2 What does the MiFID II framework require in terms of information to be provided to the Clients?

Pursuant to the provisions of the Law, this document aims at providing the clients of the Bank (the "Clients") with certain information in relation to the services provided by the Bank.

For any further questions relating to the present document please do not hesitate to contact your Relationship Officer. Moreover, additional information about this document is available on the website of the Bank.

Contact details for the provision of Investment Services:

Private Banking - Wealth Management Department.

Visiting address: 534, rue de Neudorf, L-2220 Luxembourg

Email: PrivateBanking@eurobankpb.lu

Website: <https://www.eurobankpb.lu/Private-Banking>

1.3 Our Company: Eurobank Private Bank Luxembourg S.A.

Eurobank Private Bank Luxembourg S.A. (the "Bank") is a public limited company (*société anonyme*) subject to Luxembourg law and registered with the Luxembourg trade and companies register under number B24724, having its registered office at 534, Rue de Neudorf, L-2220 Luxembourg.

The Bank is authorised as a credit institution and is principally engaged in the business of providing private banking and investment advisory services for corporate and private Clients as well as administration and custody of investment funds.

The Bank is active in the money market, spot and forward foreign exchange business, securities transactions and off-balance sheet instruments, both on its own account and on behalf of Clients.

The Bank is a subsidiary of Eurobank S.A., one of Greece's leading banking and financial institutions (the 'Group')

The Bank is subject to the prudential supervision of the financial regulator in Luxembourg, the *Commission de Surveillance du Secteur Financier*, the address of which is L-2991 Luxembourg, 283, route d'Arlon.

In addition to traditional banking services, the Bank also provides Investment and Ancillary Services ("the Services") in relation to the financial instruments set out in Section C of the Annex I of 'MiFID II' ("Financial Instruments"), as further described below.

1.3.1 Services offered

The following Services are offered by the Bank to its Clients:

- (a) **Investment services and activities:**
 - (i) Reception and Transmission of orders in relation to one or more Financial Instruments;
 - (ii) Execution of orders on behalf of Clients;
 - (iii) Dealing on own account;
 - (iv) Portfolio Management; and
 - (v) Investment Advice.
- (b) **Ancillary Services:**

¹ Directive 2014/65/EC of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC, Directive 2011/61/EU and Directive 2004/39/EC on Markets in Financial Instruments (MiFID), as amended and replaced from time to time, including any and all Commission Delegated Directives and Regulations supplementing Directive 2014/65/EU.

² Regulation (EU) No.600/2014 as amended and replaced from time to time, including any and all Commission Delegated Regulations supplementing Regulation (EU) No. 600/2014.

³ Law of 30 May 2018 (the 'MiFID II Law') and the Grand Ducal Regulation of 30 May 2018 (the 'Regulation') on markets in financial instruments, as amended and replaced from time to time.

- (i) Safekeeping and administration of Financial Instruments for the account of Clients, including custodianship and related services such as cash/collateral management and excluding maintaining securities accounts at the top tier level;
- (ii) Granting credits or loans to investors to allow them to carry out a transaction in one or more Financial Instruments, where the firm granting the credit or loan is involved in the transaction;
- (iii) Advice to undertakings on capital structure, industrial strategy and related matters and advice and services relating to mergers and the purchase of undertakings;
- (iv) Foreign exchange services where these are connected to the provision of investment services;
- (v) Investment services and activities as well as Ancillary Services of the type included under the above descriptions related to the underlying of the derivatives included under points (5), (6), (7) and (10) of the Financial Instruments set out in the Section C of the Annex I of MiFID II where these are connected to the provision of investment or Ancillary Services.

1.3.2 Financial Instruments

The list of Financial Instruments under the scope of MiFID II is the following:

- 1) Transferable securities;
- 2) Money-market instruments;
- 3) Units in collective investment undertakings (UCITS);
- 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, forwards 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, a 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 point (6) above and not being for commercial purposes, which have the characteristics of other derivative financial instruments;
- 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 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 other than by reason of default or other termination event, as well as any other derivative contracts 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, OTF, or an MTF;
- 11) Emission allowances consisting of any units recognised for compliance with the requirements of Directive 2003/87/EC (Emissions Trading Scheme).

1.4 Portfolio Management

The Bank, either on its own or through its affiliate company Eurobank Asset Management MFMC (member of Eurobank Group) licenced by the Hellenic Capital Market Commission (Licence number: 79/5/09.07.1996, 6/600/11.10.2011 & 8/695/15.10.2014 (<http://www.eurobankam.gr>)), offers Portfolio Management services.

Portfolio Management includes managing portfolios in accordance with mandates given by Clients on a discretionary Client-by-Client basis, based mainly on applicable models / pre-defined strategies (hereinafter Strategies) or on pre-agreed bespoke strategies. The Bank ensures that each Strategy selected under a Client's portfolio is in accordance with his knowledge, experience, financial situation (including Client's ability to bear losses) and investment objectives (including Client's risk tolerance) and sustainability preferences. The assessment of suitability of the Client determines the Strategy at portfolio level that may be suitable for each Client.

Each portfolio, being linked to a Strategy, invests in specific Financial Instruments with determined percentage limits per its linked Strategy and in specific currency, subject to the Client's Investor Profile. The Client's knowledge, experience, financial situation, including Client's ability to bear losses, investment objectives, risk tolerance and sustainability preferences, comprise the data and factors to create the Investor Profile [as per definition set out in the section "**Terms and Conditions on the Provision of Investment and Ancillary Services**" of the Bank's "**General Terms**" (hereinafter "**General Investment Terms**")], as described in the Section 3.8 of this document. The Bank ensures that the risk category of the Strategy selected for the Client's portfolio is appropriate based on the level of risk that the Client undertakes (resulting from the suitability assessment process).

The Bank, subject to the MiFID II framework, manages the Client's portfolio at its own discretion, in line with agreed limits and restrictions for each type of portfolio subject to the General Investment Terms and the General Discretionary Management Agreement - a specific benchmark for each type of portfolio may be selected against which the performance of the Client's portfolio will be compared or assessed.

The Financial Instruments (by investment category) that may be included in the portfolio are mainly, in summary, the following:

- Cash Equivalents, Debt & Related Instruments: Repos, Reverse Repos, Time Deposits, Debt Instruments of international organisations and of other issuers.
- Stocks & Related Instruments (Equity like instruments): Listed shares (or shares that will be listed in the near future), warrants or covered warrants, Units of Mutual Funds, Exchange Traded Funds (ETF's), Derivatives.

For information relating to the available types of portfolios, the currency of choice, the level of undertaken risk, potential benchmarks, you may contact Private Banking - Wealth Management Department or visit the Bank's website, www.eurobankpb.lu.

1.5 Investment Advice

The MiFID II framework provides for a distinction between the provision of Investment Advice on an independent basis and the provision of Investment Advice on a non-independent basis.

The Bank **will not** (i) make any personal recommendation to the Client about any transaction in Financial Instruments (ii) advise the Client on the merits or suitability of a transaction in Financial Instruments (including any trading strategy) and (iii) provide the Client with Investment Advice, unless expressly requested by the Client and agreed to by Bank in writing.

If a Client elects to be provided with the service of Investment Advice, **such Investment Advice will be provided on a non-independent basis**, as such advice will be based on a more restricted analysis of different types of Financial Instruments, and in particular, the range may be limited to Financial Instruments issued or provided by entities having close links or tied with Eurobank Group either due to legal, financial or contractual relationship ("**Restricted Advice**").

The Bank has chosen, if requested, only to offer advice from a range of Financial Instruments from a number of carefully selected issuers, including Eurobank Group. The Bank does not recommend Financial Instruments from the whole financial markets. This is known as Restricted Advice.

The Bank follows a conservative risk approach and is committed to maintaining high levels of corporate governance within the regulatory framework applicable to the Bank, as well as operating with transparency adhering to strict compliance measures.

The Bank is a member of the Eurobank Group, a dynamic banking group offering a comprehensive range of Financial Instruments and Services to its Retail Clients, Professional Clients and Eligible Counterparties. The philosophy of Eurobank Group focuses on high quality services to its Clients.

The Eurobank Group also holds a strategic position in retail and business banking in Bulgaria, as well as offering distinguished Wealth Management services in Luxembourg, London, Greece and Cyprus.

More information about the Bank can be found on the Bank's website at www.eurobankpb.lu

1.6 Language and Methods of Communication for the provision of the Services

- Language: The language in which the Bank communicates with its Clients is English.
- Methods:

Any notification or communication between the Bank and the Client shall be made via **email** or via the Bank's **Electronic Platform** if the Client has access to this site (with the Client receiving a notification via email where applicable) which:

- if the Bank is the recipient, the notification must be sent by the Client via email to the following address: PrivateBanking@eurobankpb.lu or at any other Bank's email address as designated, from time to time, by the Bank to the Client,
- if the Client is the recipient, any notification via email shall be sent by the Bank at the Client's latest e-mail address which the latter has notified to the Bank, as updated by the Client from time to time in case that a change of email address has occurred since the beginning of the relationship.

In addition to the above-mentioned methods of communication the other communication methods that may be agreed by the Bank and depending on the reason of the notification or communication are in writing (including postal mail), by phone (i.e. recorded telephone conversations), by fax, by Digital Banking (ebanking) and/or other electronic

communication means, provided that the Bank is satisfied in its own discretion for the identity of the person placing the order. The Bank may, at its discretion, provide information in paper form, where this is deemed required by the Bank.

Within the context of order execution regarding transactions in Financial Instruments, the Clients may submit their orders via the Bank's Electronic Platform (if the Client has access to this site) or via email – it is noted that the other communication methods, as described above, may also be agreed by the Bank, depending on the reasoning of the Client's request.

- **Cut-off time:** The Bank accepts the receipt of orders by the Client (or on the Client's behalf) during the Bank's working hours, notifying Client(s) hereto of the below maximum internal processing time that may be required prior to proceeding with its onward transmission/execution and that further internal/external procedural requirements may be required in accordance with the terms of the market to which the orders relate. The Bank may at its absolute discretion, accept to receive orders given or placed by the Client (or on the Client's behalf) outside the Bank's working hours but does not guarantee that such order will be processed and executed at such time.

The Bank's maximum internal processing time following the receipt of an order (during working hours and prior to the cut-off time), prior to the initiation of the order's onward transmission/execution and provided this is not affected by a holiday of any involved market, is as follows:

Any orders to be processed under 'reception & transmission' service are to be sent to the corresponding counterparty by the Bank for onward execution, as follows:

- **Equities and Bonds:** the latest by the next business day (T+1) from the day of receipt of the order.
 - **Mutual Funds:** the latest by the end of the next two business days (T+2) from the day of receipt of the order.
 - Any orders under 'execution' service for **Bank's own Structured Deposits (DCI product)** are to be processed by the end of the next business day (T+1) from the day of receipt of the order.
- **Recording:** the Bank may make written notes and retain records of any meeting, telephone conversation and electronic communications between the Client and the Bank in compliance with the MiFID II framework. For further information as to the Bank's Processing of Personal Data Policy and recording of telephone/email communications please refer to Section 14.1 and also to the Banks' **Privacy Notice** (available on Bank's website www.eurobankpb.lu).

However, your attention is drawn to the fact that the Bank has specific reporting obligations to make and maintain records of communications (e.g. telephone and emails), for the reception, transmission and execution of Clients orders in Financial Instruments and to submit specific data of orders to the competent authorities.

1.7 Client Information for the provision of the Services

Upon the commencement of the collaboration, the documents and information to be provided and received from the Client, relate mainly to:

- a) the Client's identity [Know Your Client (KYC) and Anti-Money Laundering (AML) assessments for funds processed through the Bank (please also refer to Section 14)]; and
- b) for the assessment of Client's financial and Investor Profile (as defined in the Section 3.8 of this document) in relation to the provision of the Services requested to be offered and in relation to the determination of the Financial Instruments in which the Client intends to receive services for executing transactions in Financial Instruments, and so as to enable the Bank to categorise the Client under the relevant categories set out by the MiFID II framework in relation to the provision of the Services (Assessment of Appropriateness and Suitability, as per Section 3 below).

It is noted that if the Client does not provide the information requested this will have an impact on whether the Bank can actually provide the Services at all.

In accordance with the Bank's regulatory transaction reporting obligations (Section 12), unless the Client provides or confirms its personal details as noted below, the Bank may not be able to provide any Service or process or execute any transaction in case where the Bank is not in a position to report a trade on behalf of the Client and/or if the Bank does not have all information or detail requested from a Client to enable the Bank to process any order requested by a Client.

(a) Physical/ Natural Persons

Each Client, including each person listed in an account as joint account holder, has to notify or confirm his/her personal identification details to the Bank, Client's country of residence or nationality.

(b) Legal Entities – LEI Code requirement

Legal entities (funds, provident funds, corporate entities and partnerships) to be able to trade in Financial Instruments, shall provide the Bank their **LEI Code**, as well as other information necessary for reporting purposes. The LEI Code is a new global standard code (a unique 20-digit code) with the aim of providing improved transparency of financial transactions. A legal entity

needs to obtain a LEI Code and, subsequently to be provided to the Bank in order to enable the execution of any requested transaction in Financial Instruments. LEI Codes are issued by Local Operating Units (LOUs).

The LEI Code shall be renewed annually by the Client. Although it is the Client's obligation to issue and renew its LEI code, the Bank may, at its own discretion, provide assistance on this process.

Further information can be provided by the Bank's Private Banking Wealth Management Department and your Relationship Officer.

All information provided to the Bank is retained in electronic or physical records, according to the Bank's procedures and the General Data Protection Regulation (EU) 2016/679 and the law of 1 August 2018 on the protection of individuals with regard to the processing of personal data in criminal matters and in matters of national security, as amended ("Data Protection Laws").

1.7.1 Main Decision Maker

'Main Decision Maker' has the following meaning:

(a) In cases where the Client is a group of individuals being joint holders of Investment Bank Account(s) and Safekeeping Account(s): It means a single authorized representative, that is being designated by the joint co-holders to submit the trading instructions to the Bank and accept any investment proposals issued by the Bank under the investment advice service and provide the Bank, on behalf of the co-holders, with information regarding the financial situation of the co-holders, the risk tolerance, the investment objectives and Sustainability Preferences agreed between the co-holders in respect of any investment advice and portfolio management services, in each case on behalf of all joint co-holders. For the avoidance of doubt, it is expressly provided that the "Main Decision Maker" may be a person or entity other than one of the joint co-holders.

For the purposes of suitability assessment and/or target market checks and specifically:

- for the financial situation among the underlying co-holders, to disclose/update the Bank with the information on the weakest financial situation among the co-holders, which is subject to further internal checks per Bank's procedures
- for the investment objectives among the underlying co-holders (for which the Bank policy requires the co-holders to agree them and declare them to the Bank), to disclose/update the Bank with the information on the agreed common investment objectives of the underlying co-holders, for Safekeeping Account(s).
- for the Sustainability Preferences among the underlying co-holders (for which the Bank policy requires the co-holders to agree them and declare them to the Bank), to disclose/update the Bank with the information on the agreed common investment objectives of the underlying co-holders, for Safekeeping Account(s)

(b) In cases where the Client is a legal entity: It means a single authorized representative that is being designated by the legal entity to provide to the Bank, on behalf of the Client, information on the financial situation, risk tolerance, investment objectives and Sustainability Preferences of the Client.

1.7.2 Who provides the information to the Bank?

Joint Account Holders: The Bank takes the following factors into account when providing natural joint account holders (group of natural persons) with Investment Advice or Portfolio Management service:

The **Main Decision Maker** who is designated, being a single authorized representative, that is being designated by the joint co-holders to submit the trading instructions to the Bank and accept any investment proposals issued by the Bank under the investment advice service and provide to the Bank on behalf of the co-holders, information regarding the financial situation of the co-holders and the risk tolerance and investment objectives agreed between the co-holders in respect of any investment advice and portfolio management services, in each case on behalf of all joint co-holders.

In this respect, the Bank is required to assess:

- (i) the investment knowledge and experience of the **person taking the investment decision** (being the Main Decision Maker)
- (ii) the Investor Profile categorisation based on the information collected via the Client's designated person (Main Decision Maker) completing the Investor Profile Questionnaire (i.e. on behalf of all joint co-holders), where the Main Decision Maker is required:
 - for the financial situation among the underlying co-holders, to disclose/update the Bank with the information on the weakest financial situation among the co-holders, which is subject to further internal checks per Bank's procedures
 - for the investment objectives among the underlying co-holders (for which the Bank policy requires the co-holders to agree them and declare them to the Bank), to disclose/update the Bank with the information on the agreed common investment objectives of the underlying co-holders, for Safekeeping Account(s) regarding the financial situation and investment objectives (including ESG/Sustainability preferences), as agreed between them in respect of any investment advice and portfolio management services (or for any other purpose that such information may be requested by the Bank).

Legal entities designating a Main Decision Maker:

The term 'Main Decision Maker' in relation to legal entity clients, means a single authorized representative that is being designated by the legal entity to provide to the Bank, on behalf of the Client, information on the financial situation, risk tolerance and investment objectives and ESG/Sustainability preferences of the Client.

Important Notes:

If the Client [or his representative or the management body (in case of a legal entity), as the case may be] does not provide the Bank with the relevant required information, the Bank may not be in a position to, and therefore cannot be obliged, to provide the Service requested.

Professional Clients: As already noted, if the Client is a **Professional Client** (either as a Per Se Professional Client or as an Elective Professional Client), the Bank is entitled to make certain assumptions about the Client, and obtain less information that would have if the Client is a Retail Client:

- (i) the Bank is allowed to assume in relation to any Services or Financial Instruments, for which a Client has been classified as Professional Client, that the Client has the necessary level of experience and knowledge to understand the associated risks;
- (ii) the Bank is not required to provide Professional Clients with Suitability Reports (as described under The MiFID Information pack - 'Client Reporting' section) in relation to any Investment Advice provided. Though, when providing Investment Advice to a Professional Client (not an Elective Professional Client), the Bank is entitled to assume that the Client understands any investment risks and can undertake any financial loss as per the Client's Investor Profile.

2. Conflicts of Interest Policy**2.1. General Principles**

The obligations further detailed here below apply to all employees of the Bank (including close relatives when relevant), or of a company, investment vehicle, trust, etc. controlled by any employee and each of the Bank's foreign subsidiaries and affiliated companies. All of the Bank's employees are required to adhere to the principles described below. More generally, each employee must observe the highest standards of professional ethics and contribute to the good governance of the Bank and maintain its reputation for integrity and impartiality beyond any reproach.

2.2 Purpose

The Bank as a member of the Eurobank Group is involved in a wide range of services including the provision of banking services and related activities.

The Bank and its Clients are commercial partners having their own particular interests. In this context, conflicts of interest between the different parties may arise. Therefore, the Bank has adopted a Conflicts of Interest Policy (the "Policy") which addresses those potential conflicts of interest. The Policy sets out a list of criteria to identify and a list of procedures and measures to manage conflicts of interest which could arise between the Bank, the Eurobank Group or its shareholders and employees and its Clients on the one hand and between its different Clients on the other hand.

The Bank operates under rules and procedures pursuant to the Policy and internal regulations in order to ensure that business areas and members of the Bank work independently of each other and to restrict access by the specific member(s) of staff responsible for managing the Client's affairs to certain areas of information.

The Bank or other companies of Eurobank Group may also act for their own account and be the counterparty of the Client. The Policy defines procedures to ensure the preservation of the Client's interest in such a scenario.

The Client acknowledges and accepts that the Bank or a relevant person, or a person directly or indirectly linked by control to the Bank (a "Third Party") are entitled to provide Services to, or effect transactions with or for, the Client notwithstanding the fact that the Bank may have a material interest in or a conflict of duty in relation to the transaction or investment related, provided that it complies with the requirements MiFID II framework.

With the present document, the Bank wishes to inform the Client about the Policy by summarizing its key aspects.

At the request of the Client, the Bank shall provide the Policy in a durable medium or via the Bank's website.

2.3 Identification of potential conflicts of interest

The Bank has adopted appropriate and effective procedures and measures to identify possible conflicts of interest in accordance with the requirements set out by MiFID II framework.

2.4 Measures taken by the Bank in order to manage potential conflicts of interest

The Bank has in place various procedures and takes different measures in order to actively manage potential conflicts of interest and thus to minimize any risk of damage to Client interests, including:

- (a) Organisational provisions, such as the segregation of tasks likely to create conflicts of interests, a remuneration policy preventing a profit-sharing directly linked to the success of a specific transaction, procedures relating to personal transactions initiated by its employees or measures to provide appropriate training to employees;

- (b) Information barriers and other provisions are in place by the Bank aiming at preventing, if not limiting to bare essential, the transfer of sensitive information between persons or entities involved in activities where may arise a conflict of interests (i.e. “Chinese walls”);
- (c) Compulsory prohibition for the Bank itself, financial analysts and other entities involved in the production of investment research to accept Inducements coming from entities having important interests in the object of the investment research. However, the gifts or minor marks of hospitality of a value lower than the threshold fixed by the Policy will not be considered as an Inducement in this respect.

2.5 Specific scenarios

Where all reasonable efforts and measures taken to manage conflicts of interest do not seem sufficient to ensure, with reasonable confidence, that risks of damage to Clients’ interests will be prevented, the Bank will consider (without undue reliance on disclosure) whether, a disclosure is appropriate or whether it is in the best interest of the Client to refrain from undertaking business on his or her behalf.

In some of those scenarios, the Bank will disclose to the Client, in a durable medium, the general nature and, as the case may be, the source of the conflict of interest, enabling the Client to take an informed decision with respect to the Service in the context of which the conflict of interest arises. The disclosure will include a specific description, explaining the nature and source of the potential conflict, risk/s associated or that may arise as a result of the conflict, and the steps taken to mitigate such conflict as to enable the Client to make an informed decision with respect to the Service provided or demanded by the Client.

For the avoidance of doubt, disclosures herein are made by the Bank in order to provide the Client with general information as to the Bank’s approach to managing conflicts generally and not due to the Bank having concluded that its arrangements for managing conflicts are insufficient. Where the Bank considers that the risk of damage to the Client’s interest is too important, it will refuse to undertake business on behalf of the Client. Therefore, the Bank reserves the right in some circumstances to decline the provision of advisory services or transaction execution with or for the Client, in connection with specific investments as a consequence of the Bank’s relationship with other Clients and with members of the Group.

It is noted under MiFID II framework, disclosure is a measure of last resort that is used only when other arrangements made by the Bank to manage conflicts are not deemed sufficient to ensure with reasonable confidence that the risk of damage to the interests of a Client will be prevented.

The Board of Directors is responsible for approving the Conflicts of Interest Policy.

2.6 Updating of the Policy

The Policy will be updated on *ad hoc* basis, taking into account, in particular, changes in the MiFID II framework, new services and products offered by the Bank or the occurrence of new sources of (potential) conflicts of interest.

3. Information concerning Client Categorisation

Pursuant to the MiFID II framework, the Bank proceeds with the categorisation of the Client in respect of the Services requested to be offered. Client categorisation is performed according to the criteria provided by the MiFID II framework in respect of the Services and types of Financial Instruments requested to be offered and on the basis of the information made available by the Client to the Bank.

In accordance with the MiFID II framework, the Bank categorises its Clients in three main categories: Retail Clients, Professional Clients and Eligible Counterparties. Different levels of protection apply to each category.

3.1 Retail Clients

Retail Clients are considered to possess the lowest experience, knowledge and expertise in relation to the Services. Retail Clients therefore benefit from the highest level of protection. All Clients qualify as Retail Clients, unless they meet the criteria to qualify as Professional Clients or as Professional Clients on request or as Eligible Counterparties.

3.2 Professional Clients

Professional Clients are Clients who possess the experience, knowledge and expertise to make their own investment decisions and properly assess the risks that they incur. The following entities shall all be regarded as Professionals in all Services:

- (a) Entities which are required to be authorised or regulated to operate in the financial markets. The list below shall be understood as including all authorised entities carrying out the characteristic activities of the entities mentioned: entities authorised by a Member State under a Directive, entities authorised or regulated by a Member State without reference to a Directive, and entities authorised or regulated by a third country:
 - Credit institutions;
 - Investment firms;
 - Other authorised or regulated Financial Institutions;

- Insurance companies;
 - Collective investment schemes and their management companies of such schemes;
 - Pension funds and management companies of such funds;
 - Commodity and commodity derivatives dealers;
 - Locals,
 - Other institutional investors.
- (b) Large undertakings meeting two of the following size requirements on a company basis:
- Total balance sheet: Euro 20,000,000;
 - Net turnover: Euro 40,000,000;
 - Own Funds: Euro 2,000,000.
- (c) National and regional governments, including public bodies that manage public debt at national or regional level, Central Banks, international and supranational institutions such as the World Bank, the International Monetary Fund, the European Central Bank, the EIB and other similar inter-national organisations.
- (d) Other institutional investors whose main activity is to invest in Financial Instruments, including entities dedicated to the securitisation of assets or other financing transactions.

Professional Clients are subject to a reduced level of protection compared to Retail Clients.

The entities referred to above are considered to be Professionals and, the Bank will inform the Client prior to providing the Services, on the basis of the information available to the Bank that the Client is deemed to be a Professional Client and will be treated as such, unless the Bank and the Client agree otherwise. However, the Client is allowed to request the Bank to be categorised as Retail Client and the Bank may agree to provide a higher level of protection (Re-Categorisation Section 3).

3.3. Professional Clients on request (Elective Professional)

The Bank, on a Retail Client's request, is allowed to treat a Retail Client as a Professional Client (Professional On Request Client, or also called Elective Professional), if the Client meets the following qualitative and quantitative criteria:

3.3.1. Qualitative criteria

Any request for waiver of the protection afforded by the standard conduct of business regime will be considered and may be accepted by the Bank only if an adequate assessment of the expertise, experience and knowledge of the Client, undertaken by the Bank, gives reasonable assurance, in light of the nature of the transactions or Services recommended, that the Client is capable of making investment decisions and understanding the risks involved.

The fitness test applied to managers and/or directors of entities licensed under Directives of the European Union in the financial field, may be regarded as an example of the assessment of expertise and knowledge. In the case of small entities, the person subject to that assessment will be the person authorised to carry out transactions on behalf of the entity.

3.3.2. Quantitative criteria

The Retail Client meets at least two of the following criteria:

- (i) The Client has carried out transactions of significant size on the relevant market at an average frequency of ten per quarter over the previous four quarters;
- (ii) The size of the Client Financial Instruments portfolio, defined as including cash deposits and Financial Instruments, exceeds EUR 500,000;
- (iii) The Client works or has worked in the financial sector for at least one year in a professional position, which requires knowledge of the transactions or Services contemplated.

In the case in which a Retail Client wishes to be re-categorised as a Professional Client, such Client shall:

- (i) state in writing to the Bank that it wishes to be treated as a Professional Client;
- (ii) that it is aware of the consequences of losing any protections afforded as Retail Client.

At its discretion, the Bank may refuse such request of the Client.

It is noted that it is the responsibility of the Client, considered to be a Professional Client, to ask for a higher level of protection when the client deems being unable to properly assess or manage the risks undertaken.

3.4 Eligible Counterparties

The Client may be an Eligible Counterparty when the Bank carries out or executes transactions with it, providing Services of Reception and Transmission of Client orders and / or dealing on own account, or when providing any Ancillary Services that are directly linked to those services.

The following are considered Eligible Counterparties:

- Investment companies;
- Credit institutions;
- Insurance companies;
- UCITS and their management companies;

- Pension funds and their management companies;
- another Financial Institution authorised or regulated under EU legislation or the national law of an EU Member State; a national government or its corresponding office, including a public body that deals with public debt at national level;• Central banks;
- a supranational organisation; and
- Other member state or third country undertakings or third country entities who meets pre-defined proportionate requirements, including quantitative thresholds.

With respect to Eligible Counterparties, the Bank is not obliged to comply with certain obligations of business conduct, including the following:

- (a) Comply with certain investor protection requirements. The Bank however is obliged to provide Clients with appropriate information;
- (b) Assess the appropriateness of certain Financial Instruments or Services before offering them to Clients. However, the Bank is obliged to provide the Client with adequate reports on the Services it provides;
- (c) To take all adequate measures to achieve the best possible result for the Client when the Bank is transmitting orders on Client's behalf.

3.5 Monitoring of Categorisation

The Bank on a regular basis monitors Clients' categorisation, and if it is identified that changes are required shall inform the Client and liaise with the Client for review of its categorisation.

3.6 Differences in Client Protection

3.6.1. The different treatment as per Client categorisation relates mainly to the following elements:

- (i) the extent of information communicated to the Client;
- (ii) the assessment of appropriateness and suitability of the Services or Financial Instruments provided to the Client;
- (iii) the reports sent to the Client regarding the Services or Financial Instruments offered;
- (iv) the manner in which execution of orders is performed achieving the best possible result for the Client.

3.6.2. As noted in Section 3.1, a Retail Client benefits from the highest level of protection and information received compared to a Professional Client and an Eligible Counterparty.

The additional protection and information provided to a Retail Client is summarised below:

- (i) A Retail Client will be given more information with regard to the Services and Financial Instruments offered, including on costs, commissions, fees, charges and the Services of safekeeping of Client's Financial Instruments and funds.
- (ii) In cases where the Bank provides Services other than Investment Advice (in the form of personal recommendations) or Discretionary Portfolio Management, the Bank will request the Retail Client to provide information regarding his knowledge and experience in the investment field relevant to the specific type of Financial Instrument or Service offered or demanded.

The Bank requires this information in order to assess whether the Service or Financial Instrument envisaged is appropriate for the Client. In cases where, on the basis of the information received, the Financial Instrument or Service is deemed as not appropriate for the Retail Client, the Bank will warn such Retail Client accordingly.

- (iii) When executing orders, for a Retail Client, the Bank must take all reasonable steps to obtain on a consistent basis what is called best execution of the Client's orders, that is, to obtain the best possible result or its Clients (please refer to Section 5 for further information on Order Execution Policy (Summary) applied by the Bank), focusing on total consideration as the most important factor.

In principle, where the Bank executes an order on behalf of a Retail Client, the best possible result shall be determined in terms of the total consideration, representing the price of the Financial Instrument and the costs related to execution, which shall include all expenses incurred by the Client which are directly related to the execution of the order, including execution venue fees, clearing and settlement fees and any other fees paid to third parties involved in the execution of the order.

- (iv) The Bank is obliged to inform Retail Clients of material difficulties relevant to the proper carrying out of their order(s) promptly upon becoming aware of the difficulty.
- (v) Retail Clients may, under certain preconditions, be entitled to compensation under (a) the Luxembourg Deposit Guarantee Fund and/or (b) by the corresponding Investor Compensation Scheme Luxembourg. For further information please refer to Section 13.

3.6.3. Comparison of the Retail Client protection with a Professional Client and Eligible Counterparty

Unlike the situation with a Retail Client:

- (i) in the course of providing a Portfolio Management or Investment Advice Services, the Professional Client will be deemed to have the necessary level of experience and knowledge to understand the risks involved in the management of its Portfolio or in the transactions advised by the Bank, unless the Client informs the Bank that the Client wishes to benefit from such rights;
- (ii) the Bank is entitled to assume, according to the MiFID II framework, that a Professional Client has the necessary experience and knowledge in order to understand the risks involved in relation to the particular Services or Financial Instruments he/she is requested to be provided, so that the Bank will not be required to assess whether the Financial Instrument or the Service offered or demanded is appropriate for the Client.
The Bank will not generally need to obtain additional information from a Professional Client for the purposes of the assessment of appropriateness for those Services or Financial Instrument for which a Client has been categorised as a Professional Client;
- (iii) the Bank will also be exempt from providing the Client with certain information in relation in particular to Financial Instruments and to costs and associated charges where relevant and agreed upon with such Client, that the Bank must provide to a Retail Client;
- (iv) When providing a Professional Client with best execution, the Bank is not required to prioritise the overall costs of the transaction as being the most important factor in achieving best execution for them;
- (v) When the Bank categorises a Client as an Eligible Counterparty, the Bank's obligations regarding the information provided on the nature and risks of Financial Instruments, transactions reporting, assessment of appropriateness, best execution, transmission or placement of orders with other entities for execution, and Inducements, **shall not** apply to that Client in respect of (a) the Services of (i) Reception and Transmission of orders, (ii) Execution of orders on behalf of Clients and (iii) Dealing on own account, and/or (b) any Ancillary Service directly related to such transactions under (i);
- (vi) as regards the remaining of the Bank's obligations, those shall apply to Eligible Counterparties only to the extent required by the MiFID II framework. Generally, in relation to business other than Reception and Transmission of orders, Execution of orders on behalf of a Client and Dealing on own account, and/or any Ancillary Service directly related to such transactions, an Eligible Counterparty will receive the same treatment as a Professional Client unless such Eligible Counterparty requests to be re-categorised and treated as a Retail Client and the Bank agrees to such request. Acceptance of such request is at the Banks' discretion.

3.6.4. MiFID II Client Categorisation Summary

The table below provides a comparison of the four main MiFID II client categories: Retail, Professional, Professional On Request (or Elective Professional), and Eligible Counterparty. It outlines their definitions, protection levels and eligibility criteria.

Category	Definition	Protection Level	Eligibility Criteria
Retail Client	Default category for individuals or entities not qualifying as professional or eligible counterparties.	Highest	No specific criteria; assumed to have limited financial knowledge.
Professional Client	Clients with sufficient experience, knowledge, and expertise to make investment decisions.	Medium	Per se: regulated entities, large undertakings, governments, central banks.
Professional On Request (Elective Professional)	Individuals or entities requesting professional status and meeting specific criteria.	Medium	Must meet 2 of 3: significant trading history, portfolio > €500k, relevant professional experience.
Eligible Counterparty	Regulated financial institutions and certain public bodies.	Lowest	Per se: investment firms, credit institutions, insurance companies, central banks.

3.7 Re-categorisation

Subject to the above, the Client is entitled to request a different categorisation, i.e. a Re-categorisation at any time by submitting the relevant application in a durable medium.

The Bank reserves the right **not** to accept such request or only to be able to undertake such re-categorisations if the necessary regulatory requirements are met to its satisfaction.

Clients have the possibility of asking for the following changes to their categorisation:

- (a) Professional Client and Retail Client: A Retail Client may waive the protection and request to be considered as a Professional Client. Inversely, a Professional Client may ask for the higher degree of protection of a Retail Client.
- (b) Professional Client and Eligible Counterparty: A Professional Client may ask to be considered as an Eligible Counterparty and vice versa.

Re-categorisations always leads to a change in the level of protection afforded to a Client.

The following categorisation changes are possible, **subject to further review by the Bank (if a request for change is acceptable)**, as illustrated in the Table below:

	Initial Categorisation	Possible Changes in Categorisation
1.	Retail Client	Professional Client On Request (as explained in section 3.3 above)
2.	Professional Client	Retail Client
3.	Professional Client Per Se (i.e. a client that has not been originally categorised as a Retail Client)	Eligible Counterparty
4.	Eligible Counterparty	Professional Client

For changes in category from Retail Client to Professional Client on request, or from Professional Client Per Se to Eligible Counterparty, the Bank has to be provided by the Client with such data (e.g. orders history record) and information which to the Bank's opinion justify such change.

3.8 Client Investor Profile

"Investor Profile" has the meaning provided in the General Investment Terms.

In addition to the categorisation referred above, it is essential for the Bank to be provided with such information to enable to assess the Client's Investor Profile. The MiFID II framework requires that the Bank, when providing Services to Clients, shall request certain information from their Clients. In this context, the Bank requests that, prior to entering into the General Investment Terms (and as part of the updating process, at regular period intervals), certain questionnaire(s) be filled in by the Client, so as to enable the Bank to assess the knowledge and experience of a Client in Financial Instruments, his/her investment objectives (including sustainability preferences), financial constraints and financial situation to determine his ability to bear losses, thereby allocating appropriate Investor Profile for the Client.

The Client is always obliged to advise and keep the Bank informed of any change to its personal data or financial status/situation (or otherwise) that may affect at any time its categorisation or Investor Profile, so as to enable the Bank to continue providing the Services as per the MiFID II framework.

3.9 Assessment of Suitability and Appropriateness

Within the context of providing Services, the Bank may be required to perform tests to assess whether the offered Services are suitable and appropriate (if applicable) for the Client and correspond to, or are aligned with his Investor Profile.

If a Client is categorised as an Eligible Counterparty, the Bank is not required to undertake a Suitability Test or Appropriateness Test.

Please refer to Appendix IV hereto, regarding the instructions for the completion of Appropriateness and Suitability Questionnaires and related Client consents and warnings. The said Appendix also includes information on the warnings issued relating to the use of the Bank's dedicated Electronic Platform.

3.9.1 Assessment of Suitability

The suitability assessment covers a Client's knowledge and experience, financial situation (including their ability to bear losses), and investment objectives (including their risk tolerance), when the Bank is requested to provide Services which include Investment Advice* and/ or Portfolio Management. If the Client is categorised as Retail Client or Professional Client, and Services requested to be offered are Investment Advice and/or Portfolio Management, the Bank will request the Client to provide such information to enable the Bank to assess the Client's investment objectives and ability to understand and financially undertake the relevant risks or loss associated with the Services requested (**Suitability Test**). Nevertheless, the depth and detail of the required information are subject to the proportionality principle. For example, the information requested can vary depending on the complexity, risks and structure of the Financial Instrument and/or on the nature and extent of the Service provided.

The Bank notes that, when providing the Services of Execution only or Reception and Transmission of orders in relation to one or more Non-Complex Financial Instruments, the Bank is not required to assess the suitability of the Financial Instrument or Service offered, as to the Client's respective knowledge and experience in each of those Financial Instruments.

Table 1 shows an overview of minimum information that must be obtained according to the MiFID II framework when suitability assessment applies.

TABLE 1 :REQUIREMENTS FOR ASSESSING SUITABILITY	
Minimum Client's Information	Requirements
Client's knowledge and Experience (Note: It is assumed this requirement is satisfied when dealing with Professional Client)	- Types of Service, transactions in Financial Instruments with which the Client is familiar; - Client's transactions in Financial Instruments (nature, volume, frequency); - Client's Level of education, profession or (if relevant) former profession.
Client's financial situation including the ability to bear losses (Note: Assumed this requirement is satisfied when dealing with Professional Client per se for investment advice)	- Client's source of funds and regular income; - The Client's assets, including liquid assets, investments and real property; - The Client's regular financial commitments; - Client's ability to bear losses.
Client's investment objectives including client's risk tolerance	- Client's investment horizon; - Client's risk preferences, risk profile and risk tolerance (and sustainability preferences); - Purposes of the investment.
*If Investment Advice is provided as part of a package of Services bundled as part of a package or as a condition for the same agreement or package, the Suitability Test is performed for the overall bundled package.	

However, the Bank is allowed to make certain assumptions in the case of Professional Clients (either as a Per Se Professional Client or as a Professional Client On Request).

The Client is required to provide the Bank with all requested information and keep the Bank updated in respect of any changes to the above.

The information is required both in relation to the Client and other related parties who may be responsible for instructing or authorising orders on behalf of the Client or for any underlying principals that the Client may be acting for.

Please refer to section 1.7.2. regarding information on who is assessed by the Bank, in cases of designated Authorised representatives, Attorneys and Main Decision Maker.

As already noted, if the Client is categorised as a Professional Client, the Bank is entitled to make certain assumptions about the Client, and obtain less information that would have if the Client is a Retail Client:

- the Bank is allowed to assume in relation to any Services, for which a Client has been categorised as Professional Client, that the Client has the necessary level of experience and knowledge to understand the associated risks;
- the Bank is not required to provide Professional Clients with Suitability Reports in relation to any Investment Advice provided. Though, when providing Investment Advice to a Professional Client per se, the Bank is entitled to assume that the Client understands any investment risks and can undertake any financial loss as per the Client's Investor Profile as defined in the Section 3.8 of this document.

3.9.2. Assessment of Appropriateness

When the Bank provides execution only or reception and transmission of orders in Complex Financial Instruments (Appropriateness Test), the assessment of appropriateness is carried out by the Bank to ensure that these Services are appropriate by considering the knowledge and experience of the Client. The Appropriateness Test is to be conducted upon the Bank accepting orders under the above referred Services, in Complex Financial Instruments.

The Client will be requested, inter alia, to provide details and information of the types of financial instruments and other Services he is familiar with; the nature, volume and frequency of his transactions in Financial Instruments; and the level of education, the profession and his ability to comprehend the risks associated with carrying out transactions in Complex Financial Instruments. For this purpose, the Client Questionnaire must be completed and updated from time to time as may be requested by the Bank.

If the result of the Appropriateness Test is positive, the Client will be allowed to place the order. Otherwise, a warning (indicating that the product is not appropriate for the Client) will be given to the Client who may choose to ignore it and proceed with placing the order. A warning will also be given to the Client who does not provide the required information to enable the Bank to assess appropriateness, or to the Client who does provide insufficient information regarding its knowledge and experience.

Appropriateness Test requirements do not apply when dealing with Eligible Counterparties nor do they apply when providing Execution only Services for Non-Complex Financial Instruments, even if a Client is a Retail Client.

Specifically, the Bank, when providing Services that only consist of Execution or Reception and Transmission of Client orders with or without Ancillary Services, excluding the granting of credits or loans as specified in Section B.1 of Annex I of MiFID II that do not comprise of existing credit limits of loans, current accounts and overdraft facilities of Clients, can provide those services to its Clients without the need to obtain and assess information regarding Client's knowledge and experience in the investment field relevant to the specific type of Financial Instrument or Service offered or demanded where all the following conditions are met:

- (a) the services relate to any of the following Financial Instruments:
 - (i) shares admitted to trading on a regulated market or on an equivalent third-country market or on a MTF, where those are shares in companies, and excluding shares in non-UCITS collective investment undertakings and shares that embed a derivative;
 - (ii) bonds or other forms of securitised debt admitted to trading on a regulated market or on an equivalent third country market or on a MTF, excluding those that embed a derivative or incorporate a structure which makes it difficult for the client to understand the risk involved;
 - (iii) money-market instruments, excluding those that embed a derivative or incorporate a structure which makes it difficult for the client to understand the risk involved;
 - (iv) shares or units in UCITS, excluding structured UCITS as referred to in the second subparagraph of Article 36(1) of Regulation (EU) No 583/2010;
 - (v) structured deposits, excluding those that incorporate a structure which makes it difficult for the Client to understand the risk of return or the cost of exiting the product before term;
 - (vi) other Non-Complex Financial Instruments for the purpose of this Section. For the purpose of this point, if the requirements and the procedure laid down under the third and the fourth subparagraphs of Article 4(1) of Directive 2003/71/EC are fulfilled, a third-country market shall be considered to be equivalent to a regulated market.
- (b) the service is provided at the initiative of the Client or Potential Client;
- (c) the Client or potential Client has been clearly informed that in the provision of that Service the Bank is not required to assess the appropriateness of the Financial Instrument or Service provided or offered and that therefore he does not benefit from the corresponding protection of the relevant conduct of business rules;
- (d) the Bank complies with its obligations on conflict of interest.

Table 2 shows an overview of minimum information that has to be obtained according to MiFID II framework for the assessment of appropriateness.

TABLE 2: REQUIREMENTS FOR ASSESSING APPROPRIATENESS	
Minimum Information to be obtained for purposes of assessing Appropriateness*	Requirements
Client's Knowledge and Experience *The Bank may assume that the requested service is appropriate if dealing with Professional Clients and Eligible Counterparties*	- Types of Service, transactions in Financial Instruments with which the Client is familiar; - Client's transactions in Financial Instruments (nature, volume, frequency); - Client's level of education, profession or (if relevant) former profession.

Table 3 summarises the requirements for the assessment of Suitability and Appropriateness subject to Client's categorisation.

TABLE 3: SUMMARY OF SUITABILITY AND APPROPRIATENESS REQUIREMENTS				
	Reception and Transmission of Orders and/or Execution of Orders		Investment Advice and/or Portfolio Management	
	Retail Client	Professional Client	Retail Client	Professional Client
Knowledge and Experience	✓		✓	
Investment Objectives (and sustainability preferences)			✓	✓

Disclaimer: This document provides only general information. It does not constitute financial or legal or investment advice or research or promotional /marketing material and is not intended as such. It is recommended before engaging in any activity in Financial Instruments to obtain independent legal, tax or such other financial advice based on individual objectives

Financial Situation			✓	✓*
* only for some Professional Clients (if applicable –for Complex Financial Instruments)				

Descriptions as to Complex and non-Complex Financial Instruments are set out in Appendix III.

4. Product governance – Target Market

4.1 Product Governance Policy (Summary)

MiFID II framework introduces new Product Governance requirements applicable to product manufacturers and distributors.

The Bank, complying with its regulatory obligations, has set out a Product Governance policy for approval and review of existing products. A Product Governance committee, on an ongoing basis (as may be required under MiFID II framework or the market circumstances) reviews and has set in place effective arrangements aiming at ensuring that sufficient and adequate information is made available from a manufacturer or distributor, in relation to the Financial Instruments distributed or sold by the Bank, in accordance with the characteristics, objectives and needs of the target market of the Financial Instrument.

The Banks' product approval process is based on, and reviewed subject to, the MiFID II framework and applicable guidelines, circulars, directives whatsoever as set out, from time to time, by the competent authorities, including CSSF and European Securities and Markets Authority (ESMA). As part of the process, the Bank regularly reviews the Financial Instruments it offers or markets, taking into account any event that could materially affect the potential risk to the identified target market, to assess at least whether the Financial Instrument remains consistent with the needs, objectives and characteristics of the identified target market and whether the intended distribution strategy remains appropriate.

The Bank, from time to time, makes available on its website information documentation or illustrations table providing generic description of target market assessment per category of Financial Instruments, which represent the Bank's reasonable view of the target market for such products and is made available for information purposes only to enable investors, and counterparties who act as distributors and Clients to assess for themselves whether a product meets their or their end Client's objectives, needs and characteristics.

4.2 Target Market Assessment

In case the Bank acts as distributor or manufacturer of a product, and subject to the Service provided, the Bank is obliged, as per Product Governance obligations (target market assessment) set out under the MiFID II framework, to carry out further assessments on the eligibility of a Client, based on his categorisation, if he is eligible to invest in specific Financial Instruments.

In principle, the target market is an objective description of the targeted Client, based on the relevant assessments by either a manufacturer and/or distributor of a Financial Instrument.

The Client is **warned** that where the Bank provides execution only services, the Bank may not be able to make a thorough target market assessment. In the cases where the Bank provides only execution services or where the Bank has **not** collected information to perform a thorough analysis of the compatibility of the Client with the target market of whether the product and whether it meets the Client's investment needs and objectives, **the Client undertakes to take into account and have regard to any information provided by the Bank in respect of the target market for such asset class and make its own assessments in this respect.**

4.3 Packaged Retail and Insurance-based Investment Products Regulation EU (PRIIPs)

4.3.1 Product documents (Key Information Document (KID)/ Key Investor Information Document (KIID))

Effective as from 1st January 2018 the Packaged Retail and Insurance-based Investment Products Regulation EU Regulation No. 1286/2014 (the PRIIPs Regulation) came into force, which requires the Bank (if it acts as a distributor or manufacturer) to provide a potential investor with a pre-contractual Key Information Document (the KID) for:

- (i) each packaged retail investment product and
- (ii) insurance-based investment product (**PRIIP**).

The PRIIPs Regulation aims to improve EEA Retail Clients investors' understanding of PRIIPs and the comparability of the information provided to such investors in respect of PRIIPs. The PRIIPs Regulation, is applicable as of 1st January 2018 (except for UCITS where a transitional period has been given up to 31st December 2022 (UCITS Exemption)).

The main goal of the PRIIPs Regulation is to enhance investor protection standards for Retail Clients.

The PRIIPs Regulation defines a PRIIP as:

- (i) an investment where, regardless of its legal form, the amount repayable to the Retail Client is subject to fluctuations because of exposure to reference values or to the performance of one or more assets which are not directly purchased by the Retail Client (a "Packaged Retail Investment Product"); or
- (ii) an insurance-based investment product, which is an insurance product which offers a maturity or surrender value and where that maturity or surrender value is wholly or partially exposed, directly or indirectly, to market fluctuations (an "insurance-based investment product").

A KID will be provided pre-trade to Retail Clients who have subscribed to the **Investment Advice and 'Execution-Only' Services**, in accordance with the PRIIPs Regulation if such product is covered by the Regulation. A KID does not replace a Term Sheet. Both a KID pre-trade and a Term Sheet post-trade will be provided for a transaction covered by PRIIPs. In case that the Bank acts as a distributor or manufacturer of PRIIPs (either which is intended to be offered or sold to a retail investor in the EEA, including where the PRIIP is offered or sold to retail investors in the EEA or UK through a distributor), the Bank is required to make available as distributor a KID (provided by the manufacturer) or prepare a KID for each PRIIP that it manufactures and must publish the KID on its website. The person selling or advising on the PRIIP must provide the KID to a Retail Client investor in the EEA in good time before any transaction is concluded.

The KID provides Clients with a comprehensive overview of the key facts of the product including, inter alia, the **product costs**. If a Client has subscribed to **Portfolio Management** he/she has the right to request the KID for all instruments included in the Portfolio for which a KID has to be provided.

For funds falling under Directive 2009/65/EC (Undertakings for Collective Investment in Transferable Securities Directive, UCITS Directive) the Key Investor Information Document (the KIID) will be provided instead, until 31/12/2022 (and after that date a KID has to be provided).

Products covered by the PRIIPs Regulation include the following:

- Investment Funds - eg. Non-UCITs Retail Schemes, Undertakings for Collective Investment in Transferable Securities (UCITS) (the latter fall within scope as from 1/1/2023).
- closed-ended and open-ended investment funds;
- Debt securities (Bonds, Notes or debentures) where the amount repayable is subject to fluctuations because of exposure to reference values or to the performance of one or more assets which are not directly purchased by the investor
- Foreign Exchange (FX) Transactions (Forwards, Futures, Options);
- Derivatives – financial products whose value is derived from reference values such as shares or exchange rates (including options, futures, swaps, contracts for difference, Caps, Collars etc.);
- Exchange Traded Derivatives;
- Structured Products, convertible securities, instruments issued by Special Purpose Vehicles (SPVs) with variable return;
- structured financial products, such as options, which are packaged in insurance policies, securities or banking products;
- Structured Deposits;
- investment-type insurance products, such as with-profit and unit-linked life insurance and hybrid products

Products which do not fall within the PRIIP's definition include the following:

- assets in the form of Corporate Shares to be held directly by Retail investor;
- assets in the form of Sovereign Bonds to be held directly by Retail investor
- Non-structured deposits;
- Non-life insurance contracts;
- Pension funds;
- Life insurance contracts and indemnity insurance contracts.

KID is a standardised pre-contractual informative document issued by the manufacturer of a product which will be provided prior to the conclusion of any such transaction. A KID provides the Client with essential information about costs, potential risks, and performance to enable you to better understand the product and make an informed investment.

If PRIIPs Regulation apply all product manufacturers are required to include the same information and explanations.

The Bank will make available the KID (or the KIID if purchased prior to 31/12/2022, in case of UCITS products where the KID is not available due to the related UCITS exemption that applies until 31/12/2022) to the Client either in paper base or by email or by reference to a website where the Client has the possibility to retrieve the KID pre-trade himself. If the Client selects the option for such information to be communicated electronically by email or to retrieve the information himself, the Bank does not have the obligation to provide such information in paper form.

By way of derogation the Bank may provide the Retail Client with the KID **after conclusion** of the transaction, without undue delay, where all of the following conditions are met:

- a) the Retail Client chooses, on his own initiative, to contact the person selling a PRIIP and conclude the transaction using a means of distance communication;
- b) provision of the KID is not possible;

- c) the Bank has informed the Retail Client that provision of the KID is not possible and has clearly stated that the Retail Client may delay the transaction in order to receive and read the KID before concluding the transaction;
- d) the Retail Client consents to receiving the KID without undue delay after conclusion of the transaction, rather than delaying the transaction in order to receive the document in advance.

It is important to read the KID or KIID carefully before you trade so that you fully understand the nature, risks, costs, potential gains and losses of such product (Financial Instrument). Further information can be requested from a Bank's Relationship Officer at Wealth Management Division.

General Note on Currency Exchange Rate: Any conversion effected from one currency to another for the execution of any order or for providing any Service requested to be offered by the Bank, or for the purposes of debiting fees to a Client's Investment Bank Account in cases in which such fees are denominated in a currency which is different from that of the Client's relevant Investment Bank Account, may be done by the Bank at the Bank's prevailing rate at the time of the transaction in such a manner and at such time as the Bank may deem appropriate and at such rate as the Bank may reasonably determine subject to the Banks General Account Terms.

4.4. European Long-Term Investment Funds ("ELTIFs")

On April 8, 2023, Regulation (EU) 2023/606 of the European Parliament and of the Council of March 15, 2023 (ELTIF Reform) amending Regulation (EU) 2015/760 (**ELTIF Regulation**) came into effect, aiming to increasing the attractiveness and acceptance of **European Long-Term Investment Funds ("ELTIFs")**, enhancing the European financial markets' stability and efficiency. Due to the transitional regulation, the revised ELTIF regulations apply as from April 10, 2024.

ELTIFs are a type of regulated investment fund specifically designed for long-term investments in the real economy, focusing focus on illiquid assets and projects with long-term horizons. They are a type of Alternative Investment Fund (AIF), but they have to adhere to specific rules and regulations outlined in the ELTIF Regulation, ensuring investor protection and promoting cross-border distribution, which are designed to encourage long-term investments in areas like infrastructure projects, unlisted companies (private equity), and real estate. Therefore, ELTIFs are often close-ended funds, meaning they have a defined lifespan, and they may have longer redemption periods than traditional funds.

ELTIFs are regulated investment vehicles, which are subject to various regulatory requirements, with specific requirements among these referring to investor protection, especially for ELTIFs that are structured to be marketable to Retail investors within European Economic area (EEA). Such provisions for Retail investors, include, inter alia, requirements for issuing warnings to Retails for products with a term of at least ten years, any advice issued being subject to comprehensive requirements especially with regard to the suitability assessment, requirements for comprehensive ex-ante information on ELTIFs to Retails in the form of Key Information Document(KID), etc.

5. Order Execution Policy (OEP) - Obligation to execute orders on terms most favourable to the Client

5.1 Scope

This document provides an informative summary on the OEP and procedures that the Bank has in place in accordance with the MiFID II framework.

The purpose of this policy is to ensure that the Bank takes all sufficient steps to obtain the best possible result for its Clients when carrying out orders in Financial Instruments on behalf of them.

In accordance with the MiFID II framework, the Bank assumes that the Client acknowledges and agrees to the provisions of this document for any orders placed or other Services received. The Bank will review the content of this document to ensure that it is adapted to market developments and latest regulations and will proceed to all necessary amendments, if need be.

5.2 Best execution obligation

Depending on the type of order and of Financial Instrument, the Bank either has the role of mere receiver and transmitter of orders ("RTO") or the role of executor. Whatever role the Bank assumes, it must obtain, on a consistent basis, the best possible result for the Client when:

- (a) Selecting an intermediary;
- (b) Selecting the execution venue; or
- (c) Executing an order.

5.2.1 Execution factors

In order to fulfil its best execution obligation, the Bank takes into account the following factors:

- price of Financial Instruments;
- costs related to the execution of the order (i.e. execution venue fees, clearing and settlement fees and any other fees paid to third parties involved in the execution of the order);
- speed of execution;
- likelihood of execution and settlement;
- Speed of settlement;

- size of the order;
- Type of the Financial Instrument including whether it is executed on a Regulated Market, Multilateral Trading Facility (MTF), or over the counter (OTC);
- nature or any other consideration relevant to the execution of the order at the Bank's discretion, e.g. prevailing market conditions, the availability of price improvement (the opportunity of an order to be executed at a better price that way is currently quoted publicly).

Nevertheless, where there is a specific instruction from the Client, the Bank shall execute the order following the specific instruction.

The relative importance of these factors varies between different Financial Instruments.

Especially in certain circumstances of severe market turbulence and/or internal or external system failure, these factors may not apply as our first consideration will be the ability of timely executions.

5.2.2 Execution Criteria

In order to determine the relative importance of the above-mentioned factors and select the appropriate venue (where there is more than one venue), we take into account the following criteria:

- The characteristics of the order, i.e. order type such as stop loss, market or limit order as well as order size and likely impact of the order;
- The characteristics of each Financial Instrument to be bought or sold, i.e. asset class and corresponding liquidity, complexity of the instrument;
- The characteristics of the venues (as briefly presented in the following Section);
- The categorization of the Client, i.e. Professional or Retail;

Finding liquidity and increasing the likelihood of execution are important for larger Professionals' orders. For smaller non-Professional Clients' orders, displayed liquidity on Regulated Markets and Multilateral Trading Facilities is typically available unless dealing in illiquid instruments or during volatile market conditions.

Order-size will be a key determining factor on how to achieve best execution. Order-size and market impact are directly correlated, subject to the relative liquidity of the instrument in question. Orders in larger size and/or less liquid instruments are likely to be worked over a period of time to reduce market impact. In normal circumstances, orders in smaller size and in liquid instruments will be executed as quickly as possible after receipt.

Price will always be important but not necessarily determinative in achieving the best outcome for the client. Price is a sub-set of other considerations such as timeliness, order size and market impact.

Where the Bank executes an order on behalf of a Retail Client, the best possible result shall be determined in terms of the total consideration, representing the price of the Financial Instrument and the costs relating to execution, which shall include all expenses incurred by the Client which are directly relating to the execution of the order, including execution venue fees, clearing and settlement fees and any other fees paid to third-parties involved in the execution of the order. Professional Client orders will be executed as quickly as possible with emphasis on market impact. For example, by working the order, our emphasis will be on minimizing market impact to achieve the best possible outcome.

5.2.3 Execution Venues/ Brokers

Our OEP includes venues that will allow us to obtain, on a consistent basis, best execution for each order in a Financial Instrument that we execute on your behalf.

Those execution venues may include, as appropriate for each Financial Instrument, regulated markets, multilateral trading facilities (MTF), Organised Trading Facilities, (OTF), systematic internalisers (SI), third-party investment firms and /or affiliates acting as a market maker. The choice of execution venues is based on both liquidity and displayed price. When the Bank may act as an execution venue or as OTC counterparty limited to own account trading, the Bank will consider all the sources of reasonably available information, including the MTFs, OTFs, systematic internalisers - SIs, local exchanges, brokers and data vendors, in order to obtain the best possible result for the Client.

To obtain best execution for you, where we have your express consent to do so, on certain occasions we may execute orders on your behalf outside a regulated market, an MTF or an OTF. This will always be done under the rules of this OEP, however you should be aware that in this case the transactions will not be subject to the rules of Trading Venues, and may also not benefit from any additional but unpublished liquidity, such as hidden limit orders that may be available on Trading Venues; also, executions will not benefit from pre- and post-trade transparency reporting that is a requirement on Trading Venues. For additional information please contact the Bank (Wealth Management Division).

The list of execution venues/brokers/counterparties, as presented in **Appendix I**, includes the venues/brokers/counterparties that the Bank greatly uses and trusts but is not exhaustive as we reserve the right to resort to other venues where appropriate in order to achieve the best possible result for the Client.

5.2.4 Intermediaries (third party brokers / counterparties)

The selection of Intermediaries may have an impact on price and cost of the execution, thus on "Total consideration". Therefore, it is an important element in the process of best execution. In certain occasions, however, other factors than price and cost may be taken into account to obtain the best result when selecting intermediaries. For the selection of brokers and counterparties, the Bank applies a due diligence procedure which considers a number of criteria including assessment of:

- (i) financial soundness of the broker and counterparty;
- (ii) access to execution venues or other brokers and counterparties;
- (iii) reliability of execution and settlement process.

The bank selects only intermediaries (third-party brokers) most likely to deliver the best possible result for the clients, by ensuring that the intermediary's execution policy is consistent with both MiFID II framework and the Bank.

Additionally, we monitor and review the execution quality delivered and correct any deficiencies.

The bank may use intermediaries for the following asset classes:

- Equities;
- Bonds;
- Funds;
- Structured products;

For bonds and Funds, the bank occasionally chooses an Intermediary if access to an appropriate execution venue is not given or if a more favorable total consideration can be obtained.

5.2.5 Specific Instructions

Whenever the Client gives a specific instruction on the handling of the order, be it with regard to the execution venue, selection of specific broker, specific timeframe or specific price, the Bank will carry out the order in accordance with that specific instruction.

The Bank informs the Client that an instruction to that effect is likely to prevent the Bank from obtaining the best possible result in line with the Bank's OEP with respect to those aspects of the order to which such specific instruction relates.

In the absence of any specific Client instruction, the Bank shall carry out the order according to its OEP.

5.2.6 Order handling & aggregation of orders

(a) Order handling

The Bank, when carrying out Client orders

- (i) ensures that orders executed on behalf of Clients are promptly and accurately recorded and allocated;
- (ii) carries out otherwise comparable Client orders sequentially and promptly unless the characteristics of the order or prevailing market conditions make this impracticable, or the interests of the Client require otherwise;
- (iii) informs a Retail Client about any material difficulty relevant to the proper carrying out of orders promptly upon becoming aware of the difficulty.

Where the Bank is responsible for overseeing or arranging the settlement of an executed order, it takes all reasonable steps to ensure that any Client Financial Instruments or Client funds received in settlement of that executed order are promptly and correctly delivered to the Investment Bank Account of the appropriate Client.

The Bank is also responsible to prevent and avoid misuse of information relating to Client orders by any of its relevant persons.

(b) Aggregation and allocation of orders

The Bank will not carry out Client orders or a transaction for own account in aggregation with another Client order unless the following conditions are met:

- (i) it is unlikely that the aggregation of orders and transactions will work overall to the disadvantage of any Client whose order is to be aggregated;
- (ii) it is disclosed to each Client whose order is to be aggregated that the effect of aggregation may work to its disadvantage in relation to a particular order;
- (iii) an order allocation policy is established and effectively implemented, providing for the fair allocation of aggregated orders and transactions, including how the volume and price of orders determines allocations and the treatment of partial executions.

In case in which the Bank aggregates an order with one or more other Client orders and the aggregated order is partially executed, it allocates the related trades in accordance with its order allocation policy.

The Bank does not aggregate transactions for own account with one or more Client orders in a way that is detrimental to a Client (although, in single cases the fact that there is no such aggregation, may work to the Client's disadvantage in relation to a particular order).

The Bank may proceed to partial execution of orders or aggregates an order of the Client with orders of other Bank's Clients, or with order of own account of the Bank. In the case of partial or total execution of aggregated orders, the distribution of the proceeds of the transaction among the Clients, or among the Clients and the Bank, shall be processed on a proportional basis, unless otherwise agreed between the Bank and the Client.

5.2.7 Client categorization

Best execution applies if you have been categorized as a Retail or Professional or Client, but not if you have been categorized as an Eligible Counterparty.

In principle, only Clients categorised as Retail or Professional Client fall within the scope of best execution. The OEP is not applicable in case of orders in that do not fall within the scope of the MiFID II framework such as, loans, real estate or commodities in their physical form.

(i) Retail Clients

In relation to Retail Clients, the Bank will always apply the principles of best execution, where required under MiFID II framework, unless specific instructions received from a Client restrict the Bank's ability to apply the principles fully (please refer to Section 5.2.5 Specific Instructions).

(ii) Professional Clients

In relation to Professional Clients dealing in Financial Instruments, best execution is owed:

- Always in circumstances where the Bank is acting in an agency or riskless principal capacity or have a contractual obligation to do so;
- When Dealing on own account (acting in a principal capacity), when circumstances demonstrate that the Client is legitimately relying on the Bank in relation to the execution of the transaction.

When the Bank provides quotes or negotiates a price, the Bank determines whether the Professional Client is placing a legitimate reliance on the Bank and therefore a duty of best execution is owed in relation to a specific transaction, by applying the European Commission's **Four-fold Cumulative Test**.

The four-fold cumulative test encompasses the following criteria:

- (i) which party initiated the transaction; if the Client initiates the transaction it is less likely that the Client will be placing legitimate reliance on the Bank;
- (ii) what the market practice is, for example whether there is a market convention to "shop around" for quotes; where market practise is to shop around and there is ready access to various providers it is less likely that the Client will be placing legitimate reliance on the Bank;
- (iii) the relative levels of transparency within a market e.g. whether the Client has ready access to prices and it is less likely that the Client will be placing legitimate reliance on the Bank; and
- (iv) the information provided by the Bank and any agreement (such as the General Investment Terms) between the Client and the Bank which indicate or suggest that the Client will be placing legitimate reliance on the Bank.
- (v) Eligible Counterparties

The best execution obligation does not apply to Eligible Counterparties as these Clients are considered to be sufficiently sophisticated to protect their own interests. However, the Bank will still provide such Clients with the prompt, fair and expeditious execution of orders together with appropriate information on the execution venues, costs and other relevant information.

5.3 Circumstances concerned - Exceptions /Limitations

Under certain circumstances the Bank may be unable to fulfil its Best Execution obligations in full. However, irrespective of these circumstances the Bank will make every effort to continue to act honestly, fairly, professionally and communicate in a way that is fair, clear and not misleading. Such circumstances, not exhaustively, are noted herein below.

(i) Extreme market conditions

During extremely volatile markets an order may be executed at a price substantially different from the quoted best bid or offer or an order may be executed only partially. In the case of a market disruption event, orders may be treated by the market as though the Bank is acting as an agent with discretion.

In extreme market situations trading system constraints may require automated trading systems to be suspended. Such events may lead to execution delays and increased price volatility. If the Bank is aware of such circumstances, it will notify its Clients

prior to executing or transmitting their orders. Once the Client has agreed to proceed with its order, the most important execution factor becomes executing orders in time.

(ii) Illiquid markets

In case of less actively traded Financial Instruments, the Bank may not be able to execute orders with the best possible result. Such situations can occur, for example, under the following circumstances:

- (a) supply and/or demand is limited for a given Financial Instrument;
- (b) determination of price is not fully transparent;
- (c) abrupt changes in market prices.

In case of manual execution, the Bank should notify the Client of these special circumstances and has to receive an explicit instruction to proceed with the execution of the order.

(iii) Portfolio compression

Portfolio compression involves the reduction of risk in a portfolio of derivatives by way of termination and replacement of some or all the derivatives in the portfolio. Best execution does not apply to portfolio compression.

(iv) Trading reporting obligations

For regulatory reasons, the Bank may be required to ensure that trades it undertakes in Financial Instruments admitted to trading on a regulated market or traded on a trading venue take place only on a regulated market, MTF, SI- systematic internaliser or an equivalent third-country trading venue. Similarly, the Bank may be required to ensure that it concludes certain transaction in derivatives only on a regulated market, MTF, OTF or an equivalent third-country trading venue. These trading obligations would apply, irrespective of whether their application is consistent with the overarching principle.

5.5. Pricing of quotes provided outside of the scope of best execution

Where a price is quoted by the Bank, it is an “all-in” price, unless otherwise agreed with the Client, which may take into account a number of factors including, but not limited to:

- (i) the price of the financial instrument;
- (ii) market liquidity and the prevailing market conditions;
- (iii) valuation models;
- (iv) the credit risk associated with entering into a transaction with the Client;
- (v) the costs resulting from entering into a transaction, including capital costs, hedging costs or fees paid to third parties (e.g. exchanges, clearing houses, settlement agencies);
- (vi) any spread or sales mark-up above the price at which the Bank may be able to transact or has transacted with other counterparties;
- (vii) the time, effort, risk appetite of, and potential risk to the Bank in executing the transaction;
- (viii) the nature of the client relationship with the Bank; and
- (ix) the volume of trading activity the Bank has with the Client.

Accordingly, the “all-in” price may vary depending on the client and the specific transaction.

5.4 List of principal venues, counterparties & intermediaries

The list of execution venues/brokers/counterparties is presented in **Appendix I**. It includes the venues/brokers/counterparties that the Bank greatly uses and trusts but is not exhaustive as we reserve the right to resort to other venues where appropriate in order to achieve the best possible result for the Client.

Upon reasonable request from a Client, the Bank will inform the Client of where the order was executed following the execution of a transaction.

For each class of Financial Instruments, the Bank will disclose on a yearly basis (via publication on Bank’s website at <https://www.eurobankpb.lu/Media/Publications/MIFID-II>) the top five execution venues in terms of trading volumes where it executed Client orders in the preceding year and information on the quality of execution obtained.

The Bank will inform the Retail Client about any material difficulty relevant to the proper carrying out of orders promptly upon becoming aware of the difficulty.

5.5 Monitoring the effectiveness of execution arrangements and policy

The Bank will monitor the effectiveness of its order execution arrangements and OEP in order to identify and, where appropriate, correct any deficiencies. In particular, it will assess, on a regular basis, whether it carries out orders in line with its OEP and whether the execution venues included in the OEP provide the best possible result for the Client or whether it needs to make changes to its execution arrangements.

5.6 Review of the policy

The Bank will review at least annually its OEP as well as its order execution arrangements. Such review will also be carried out whenever a material change occurs that affects the Bank's ability to continue to obtain the best possible result for the execution of its Clients' orders on a consistent basis using the venues included in its OEP. The Bank will notify the Client of any material change to the order execution arrangements or OEP.

6. Complaints handling

The aim of the Bank is to provide an accountable and efficient service to all its Clients. Therefore, the Bank has set up a procedure for its Clients who are dissatisfied about the service or treatment they receive.

The Client has a right to complain and to have its query investigated.

The first step for the Client is to raise the complaint by telephone with its Relationship Officer or with the Division of the Bank in charge of the service to which the complaint refers. If the matter cannot be addressed by the Relationship Officer directly, the relevant Head of Department / Division will become involved.

If the Client is not satisfied with how the complaint has been handled, he/she may, as a second step, write directly to the management of the Bank who in turn will investigate the matter and will further process the Client's complaint.

Complaints may be made submitted –

- via email: PrivateBanking@eurobankpb.lu;
- via phone: (+352) 420724-1
- via e-Banking service;
- by submitting a complaint to the business unit: Address: 534, rue de Neudorf L-2220 Luxembourg.

Clients' complaints will be addressed in accordance with the Bank's applicable procedure and in any case with due care and diligence. Further information on Complaints Procedure is available on the Bank's website at <https://www.eurobankpb.lu/Pages/Complaints>.

In case the Client does not receive a response from the Bank or is not satisfied with the response received, a complaint can be made in writing to the Commission de Surveillance du Secteur Financier ("CSSF") at the following address:

Commission de Surveillance du Secteur Financier
Département juridique II
283 route d'Arlon
L-2991 Luxembourg
Fax: (+352) 26 25 1 – 2601
E-mail: reclamation@cssf.lu

The form is available on the CSSF website at: http://www.cssf.lu/fileadmin/files/Formulaires/Reclamation_111116_EN.pdf

7. Fees and commissions

The Bank's "**Fee & Charges Schedule**" is to apply (as may be effective and/or amended and/or replaced and/or reinstated from time to time), subject to the provisions of the General Terms and/or other applicable Special Terms /Agreements, unless otherwise agreed between the Client and the Bank.

For Investment Services in Financial Instruments not provided in the Fee Schedule, special fee arrangements are applicable and are available upon request.

8. Information on Inducements

The Bank hereby informs the Client that, where it provides investment services other than portfolio management or independent investment advice, it may be only able to receive or pay commissions or retrocessions of commissions or

incentives ("Inducements") from or to companies of the Eurobank Group or third parties in the context of its business relations with other professionals, with respect to the transactions carried out on behalf of the Client or the Services provided, where the inducement is designed to enhance the quality of the service to the Client and the inducement does not impair compliance with the Bank's duty to act honestly, fairly and professionally, in accordance with the Client's best interests, as explained in more detail below.

The Bank hereby informs the Client that Inducements can create conflicts of interest, creating incentives for the selection or promotion of investment products that allow the payment or higher payment in Inducements to the Bank or that allow higher payments in Inducements.

The Inducements may affect the business relationship between the Bank and the Client due to a potential conflict of interest that may arise.

The Bank has established a series of measures to avoid conflicts of interest as a result of Inducements. To this effect, the Bank applies an Inducement Policy - please also refer to Section 2 (Conflicts of Interest Policy).

Subject to the above, and in order to enable its Clients to access diversified investment opportunities, the Bank offers a broad range of products, including Eurobank Group funds as well as third-party funds, which it distributes and which Clients may subscribe to at their own initiative. The Bank may receive a servicing fee from certain fund managers or its authorised representatives. Such fees are accrued by the Bank on a periodic basis and information will be provided to the Client on periodic basis in relation to a requested Financial Instrument, once such are available to be disclosed. The amount varies depending on the investments made/level of outstanding and holding period, the net asset value (NAV), its frequency, the rates negotiated in the distribution contracts and the number of units in issue, etc.

Inducements are normally measured as a percentage of the total investment volume held by the Bank or by the Client in a Financial Instrument. The amount of fees received in relation to the value of the funds balances is generally at the range of 0% - to 0.5%. This range corresponds to the maximum Inducements the Bank may receive.

It is clarified that the payment or benefit which enables or is necessary for the provision of the Services, including, but not limited to, settlement and exchange fees, regulatory levies or legal fees, and which by its nature cannot give rise to conflicts with the Bank's duties to act honestly, fairly and professionally in accordance with the best interests of its Clients (classified as Proper Fees), is not subject to the requirement set out in this Section. Proper fees do not need to be disclosed as an Inducement.

The Bank does not pay and is not being paid any Inducement and is not providing or accepting any non-monetary benefit to or from any third party other than the Client or a person on behalf of the Client, in connection with a transaction or Service unless:

- (a) is designed to improve the quality of Service to the Client; and
- (b) does not impair compliance with the Bank duty to act honestly, fairly and professionally in accordance with the best interest of its Clients.

An Inducement is considered to have been designed to enhance the quality of the service provided, if all of the following conditions are met:

- (a) it is justified by the provision of an additional or higher-level service to the relevant Client, proportional to the level of Inducements received, such as the provision of access, at a competitive price, to a wide range of Financial Instruments that are likely to meet the needs of the Client;
- (b) it does not directly benefit the recipient firm, its shareholders or employees without tangible benefit to the relevant Client;
- (c) it is justified by the provision of an on-going benefit to the relevant Client in relation to an on-going Inducement.

An Inducement is not considered acceptable if the provision of the relevant Services to the Client is biased or distorted as a result of the Inducement.

The Bank meets the above requirements on an ongoing basis, provided it continues to pay or receive an Inducement.

The Bank may receive minor non-monetary benefits only if:

- (a) information or documentation relating to Service, is generic in nature or personalised to reflect the circumstances of an individual Client;
- (b) written material from a third party that is commissioned and paid for by a corporate issuer or potential issuer to promote a new issuance by the company, or where the third party firm is contractually engaged and paid by the issuer to produce such material on an ongoing basis, provided that the relationship is clearly disclosed in the material and that the material is made available at the same time to any investment firms wishing to receive it or to the general public;
- (c) participation in conferences, seminars and other training events on the benefits and features of a specific Financial Instrument or Service;
- (d) hospitality of a reasonable de minimis value, such as food and drink during a business meeting or a conference, seminar or other training events mentioned under point c); and

- (e) other minor non-monetary benefits which are deemed capable of enhancing the quality of service provided to a Client and, having regard to the total level of benefits provided by one entity or group of entities, are of a scale and nature that are unlikely to impair compliance with Bank's duty to act in the best interest of the Client.

The Bank accepts minor non-monetary benefits as long as they are reasonable, proportionate and of such a scale as to be unlikely to influence its behaviour in any way that is detrimental to the interests of the relevant Client.

The Bank retains a record and maintains a list of all Inducements, paid or received, and how they enhance the quality of Services provided to its Clients.

8.2 Third Party Research Material Costs (Inducement)

Research in this context is defined as material, which suggests or recommends an investment strategy, explicitly or implicitly, and provide a substantiated opinion as to the present or future value or price related to:

- (a) one or more Financial Instruments or other assets; or
- (b) the (potential) issuers of Financial Instruments; or
- (c) a specific industry or market such that it informs views on Financial Instruments, assets or issuers within that sector.

Third party research, in the context of Inducements, is seen as a non-monetary Inducement and as such providing or receiving research is subject to the rules on Inducements. If such research material is provided for information purposes only, as such its content will be categorised as minor non-monetary benefit.

The Bank does not charge any cost or fee for any Third-Party Research Material that may be provided randomly to Clients and if such material is provided, will only be for information purposes, on **non-reliance basis** and as such is not verified or endorsed by the Bank.

Further detailed information on the application of the Inducements and as applied for specialised Financial Instruments, a Client may contact the Private Banking Wealth Management Department (Head Office, 534, rue de Neudorf L-2220 Luxembourg, telephone number: +352 420724-1 or email: PrivateBanking@eurobankpb.lu).

9. Safeguarding of Client Financial Instruments

9.1. Financial Instruments

Financial Instruments booked to the Investment Bank Account of the Client with the Bank are recorded on the Bank's books so as to be separately identifiable from the Financial Instruments belonging to the Bank and from those belonging to other Clients of the Bank.

In accordance with the Bank's General Terms, the assets of the Client are pledged in favour of the Bank and will serve as guarantee for any present and future payment obligations of the Client vis-à-vis the Bank whether in principal, interest, fees or costs resulting i.a. from loans, overdrafts, forward transactions, counter-guarantees etc.

The financial instruments held on behalf of Clients are generally deposited by the Bank in its own name (in separate accounts for client instruments and the Bank's own funds as explained in detail below) in the books of a sub-custodian or a clearing system for financial instruments transactions (the "Sub-Custodian"). Those assets may be subject to taxes, duties, restrictions and other measures decided by the authorities of the country of the Sub-Custodian; the Bank bears no responsibility nor makes any commitment towards the Client resulting from the abovementioned facts or any other similar facts beyond the control of the Bank.

The Bank may deposit Financial Instruments held on behalf of a Client in a non-EEA country which does not regulate the holding and safekeeping of Financial Instruments, only if one of the following conditions is met:

- The nature of the Services associated with them requires that they are deposited with a third party established in that third country; or
- Financial Instruments are held on behalf of a Professional Client or an Eligible Counterparty and the Client has requested the Bank in writing to deposit the assets to a third party in that third country. In accordance with the legal requirements incumbent upon it, the Bank shall ensure that any Financial Instruments deposited with a professional custodian of Financial Instruments or a clearing house (a "Sub-Custodian") are maintained in separate accounts with the Sub-Custodian – one account for Financial Instruments belonging to all its Clients and another account for Financial Instruments belonging to the Bank. The Bank currently holds security accounts with international custody providers such as Clearstream Banking Luxembourg, Credit Suisse (Zurich), Eurobank Athens and a number of Mutual Fund management companies Registrars/Transfer Agents. For the Cyprus and the Greek markets Financial Instruments may be kept in the Client's name at the local Central Securities Depository (CSD) and the Services are provided through the Electronic (Dematerialized) Securities System (DSS) with operator being Eurobank SA.

Through its network of sub-custodians, the Bank also settles, on behalf of its Clients, all tradable Financial Instruments and takes all necessary actions for various corporate actions derived from such holdings, such as distribution of dividends and

coupons, dividend reinvestment, participation in capital increase, receipt of bonus shares, reduction of nominal value of stocks, tender offer, and any action which may affect the Clients' portfolios.

In the event of the insolvency of the Bank, Financial Instruments held by the Bank on behalf of Clients are, under existing law, safeguarded and do not form part of the estate of the Bank. Insolvency proceedings may, however, delay the restitution of the Financial Instruments to the Client.

If, in the event of such insolvency proceedings, the available quantity of specific Financial Instruments is insufficient, all the Clients whose portfolio includes such specific Financial Instruments shall bear a proportionate share in the loss, unless the loss may be covered by Financial Instruments of the same nature belonging to the Bank. In the event of the insolvency of a Sub-custodian, Financial Instruments kept in sub-custody with such Sub-custodian are under the laws of many countries, also generally safeguarded, subject to the above-mentioned delays and the risk that the available quantity of specific Financial Instruments may be insufficient.

In a limited number of countries outside the European Union, it is, however, possible that Financial Instruments kept in sub-custody with a Sub-custodian are included in the insolvency estate and that the depositors therefore do not enjoy a specific right to restitution. Upon request, the Bank shall provide the Client with a list of such countries.

In such restitution shortfall situations or in case the Bank, for any other reason, only obtains the restitution of a quantity of specific Financial Instruments insufficient to satisfy the rights of all the Clients having deposited such specific Financial Instruments with it, such Clients shall bear the loss in proportion to their investments in such Financial Instruments.

In certain countries some or all Sub-custodians may have a security interest or lien over or a right of set-off in relation to the Financial Instruments kept in sub-custody with them or their general terms of custody may provide for loss sharing in case of default of their own sub-custodian. This may result in situations where the Bank is unable to obtain the restitution of a quantity of Financial Instruments sufficient to satisfy the rights of its Clients. In such a case the above-mentioned proportionate loss sharing rule applies.

The Bank must ensure that security interests, liens or rights of set-off over the Client Financial Instruments or funds enabling a third party, i.a. the Sub-Custodian, to dispose of Client Financial Instruments or funds to recover debts that do not relate to the Client or provision of Services to the Client, will not be allowed, except, where they are required by applicable law in a third country jurisdiction in which the Client funds or Financial Instruments are held.

In this case, the Bank must inform the Client if it is not possible under national law for Client Financial Instruments held with a third party to be separately identifiable from the proprietary Financial Instruments of that third party or of the Bank itself.

Please also refer to the **MiFID Information Pack Part 2 'Risk Disclosure - overview of the main characteristics and risks of financial instruments'**, which summarises some of the risks associated with certain investments, markets and includes information on: the risks associated with dealing in commodities; certain specific pricing and liquidity considerations associated with exchange traded funds; and an explanation of how barrier options may be executed for you and the particular risks relevant to these types of transactions.

9.2 Assessment of Sub-Custodians

In order to choose its Sub-Custodians, the Bank established and follows an outsourcing procedure for the selection and continuous evaluation of its sub-custodian network. Potential candidates are evaluated against the following criteria:

- Credit Rating;
- The experience of the candidates and their market reputation;
- Assessment of candidates by the Bank's executives;
- Assessment of candidates by market professionals;
- Evaluation by specialized magazines for Custodian services;
- The candidate's operation model.

All potential candidates must meet at least one of the following conditions, unless the Bank's policies allow alternative conditions to apply via the candidate's assessment and/or the ongoing periodic Due Diligence Review:

- Credit rating higher or equal to BBB + in the rating of Moody's or Baa in Standard & Poor's rating;
- To have received either "Top Rated" or "Commented" "Best Custodian" recognition by a recognized international magazine such as the "Global Custodian" or Global Finance magazine;
- Once part of the network, each selected sub-custodian is part of an ongoing periodic Due Diligence Review;

Moreover, regular controls and evaluations procedures are established by the Bank for every existing sub-custodian in order to timely recognize potential dysfunctions and to guarantee the unhindered provision of the expected Services. The Bank applies detailed processes for the reconciliation of Client holdings between its systems and the sub-custodian systems and/or the settlement systems. The Bank ensures that the Clients' holdings, which are safeguarded by a sub-custodian or kept in a settlement system, are separated from holdings that are held by the Bank for its own account.

9.3 Risks / Warnings in relation to Safekeeping / Custody Services

Despite the fact that the Bank undertakes reasonable measures to monitor and exercises due skill and care in the selection of such third parties as described above, the risks associated with the safekeeping or custody of Financial Instruments deposited with third parties or omnibus accounts and any relevant acts or omissions of such third parties shall be considered by the Client.

Notwithstanding that the Bank shall comply with its obligation to use due skill and care in the selection of such third party, in case of insolvency of the third party and depending on the laws of the jurisdiction of such third party, the Client acknowledges and accepts that he bears the risk that the relevant assets or Financial Instruments may be lost.

Neither of the Bank nor any director, officer, employee or agent of the Bank shall be liable to the Client for any loss caused directly or indirectly by any act or omission or for the insolvency of any such third party subject to its obligation to use due skill and care in the selection of such third party.

Securities deposited with a sub-custodian, depository or clearing agency/entity are held subject to the rules and operating procedures of such party and any applicable laws and regulations whether of a governmental authority or otherwise which may not be of Luxembourg. In case accounts that contain Financial Instruments or funds belonging to the Client are or will be subject to the law of a jurisdiction other than that of Luxembourg, the rights of the Client relating to those Financial Instruments or funds may differ accordingly.

The Client, by electing the Ancillary Service of safekeeping or custody, is deemed to understand and acknowledge that the Bank may not be able to exercise discretion in the selection or monitoring of a depository or clearing system or custodian or in the negotiation of contractual provisions with such party.

The Bank, further, subject to the terms of the General Investment Terms, have or may have security interest or lien over the Client's Financial Instruments or funds or assets or any right of set-off in relation to those instruments or funds or assets. Where applicable, a depository or custodian may have a security interest or lien over, or right of set-off in relation to those instruments or funds.

9.4 Specific Risk Warning for investments in Metals

There are different ways to invest in Metals [either in physical form or as underlying asset of a Financial Instrument/ Product (trading)]. The Client has to make sure to take the time to consider and to receive specific advice of what to be right for him and his Portfolio.

Transactions in Metals usually entail underlying derivatives and are therefore classified as Complex Financial Instruments and involve a high degree of risk. It is intended only for investors (Clients) who understand and are capable of assuming all risks involved. Before entering into any transaction, an investor should determine if this transaction suits his/her particular circumstances and should independently assess (with its professional advisers) the specific risks (maximum loss, currency risks, etc.) and the legal, regulatory, credit, tax and accounting consequences. The Bank makes no representation as to the suitability of a transaction for any particular investor nor as to the future performance of a transaction in Metals.

9.5 Use of Client Financial Instruments

For any arrangement whose object is to permit the use of Financial Instruments held by the Bank on behalf of a Client, the Bank ensures that the Client has given its prior express consent and the use of these Financial Instruments is restricted to the specific terms agreed by the Client to that effect.

The Bank will provide on demand further information to the Client on possible agreements relating to the use of Financial Instruments belonging to the Client.

The Bank, before entering into securities financing transactions in relation to Financial Instruments held by it on behalf of a Client, or before otherwise using such Financial Instruments for its own account or the account of another Client, shall, in good time before the use of those instruments, provide the Client, in a durable medium, with clear, full and accurate information on the obligations and responsibilities of the Bank with respect to the use of those Financial Instruments, including the terms for their restitution, and on the risks involved.

10. Electronic services via Electronic Platforms – including Trading Platforms

The Bank is authorised to provide from time to time to its clients access on dedicated Bank's Electronic Platforms, including access on functionality that relates to trading in Financial Instruments (Trading Platform) through the use of internet, electronic means and/or specialised software (provided by the Bank or through any of the Bank's associates). Specific Terms of Use shall apply and need to be acknowledged and accepted by the Client prior to being provided with access on such Electronic Platforms. Such Terms of Use are to prevail in case of any conflict with any other Bank's terms and/or agreement.

It is noted that the use of Electronic Platforms – including electronic Trading Platforms - is recommended to be used only by Clients that acknowledge and understand the risks of electronic trading, banking and use of internet and of its Terms of Use.

Special Notice

When making a decision to deal in Financial Instruments a Client must consider the risks inherent in the relevant Financial Instrument or related products. The Client shall consider all potential risks including those such as, inter alia, relating to credit, the market, liquidity, interest rate, insolvency, foreign exchange, contingent liabilities, execution venue, legal and tax issues.

Please also refer to the **MiFID Information Pack Part 2 'Risk Disclosure - overview of the main characteristics and risks of financial instruments'**, which summarises some of the risks associated with certain investments, markets and includes information on: the risks associated with dealing in commodities; certain specific pricing and liquidity considerations associated with exchange traded funds; and an explanation of how barrier options may be executed for you and the particular risks relevant to these types of transactions.

Regarding the Bank's Electronic Platform, certain related information is included under **Appendix IV** hereto and additional information may be communicated in the future (as applicable).

11. Client Reporting

11.1 Transactions and Portfolio Statements

The Bank provides the Client with detailed reports as to the Services provided to the Client by the Bank, including reports on the execution of any order in Financial Instruments processed through the Bank on behalf of the Client, as well as, of related costs and charges (as may be applicable subject to the Services elected to be offered and the Client's categorisation).

In general, various reports are provided to Clients in a durable medium, namely:

- (a) Transaction orders execution confirmation;
- (b) Statements of Client's Financial Instruments or funds;
- (c) Portfolio Management Reports (where applicable for discretionary Portfolio Management Clients);
- (d) Suitability Reports.

If the Client has access to the Bank's e-Banking service, the Bank may also provide any periodic statements online. It is emphasised that in cases of Client's unavailability to receive any report or statement resulted from his responsibility, the Bank will make any possible effort to inform the Client the soonest possible.

11.2 Transaction orders execution confirmation

When the Bank has processed an order on behalf of a Retail Client or a Professional Client, on Execution-Only Service, the Bank, to the extent and depending on the type of the order, subject to MiFID II framework, shall provide the Client with a transaction execution confirmation.

Such confirmation will include the following information as is applicable and, where relevant, in accordance with the regulatory technical standards on reporting obligations adopted in accordance with Article 26 of MiFIR:

- (a) the reporting firm identification;
- (b) the name or other designation of the Client;
- (c) the trading day;
- (d) the trading time;
- (e) the type of the order;
- (f) the venue identification;
- (g) the instrument identification;
- (h) the buy/sell indicator;
- (i) the nature of the order if other than buy/sell;
- (j) the quantity;
- (k) the unit price;
- (l) the total consideration;
- (m) a total sum of the commissions and expenses charged and, where the Client so requests, an itemised breakdown including, where relevant, the amount of any mark-up or mark-down imposed where the transaction was executed by the Bank when dealing on own account, and the Bank owes a duty of best execution to the Client;
- (n) the rate of exchange obtained where the transaction involves a conversion of currency;
- (o) the Client's responsibilities in relation to the settlement of the transaction, including the time limit for payment or delivery as well as the appropriate Investment Bank Account details where these details and responsibilities have not previously been notified to the Client;
- (p) where the Client's counterparty was the Bank itself or any person in the Group or another Client of the Bank, the fact that this was the case unless the order was executed through a trading system that facilitates anonymous trading.

For the purposes of point (k), where the order is executed in tranches, the Bank may supply the Client with information about the price of each tranche or the average price. Where the average price is provided, the Bank shall supply the Client with information about the price of each tranche upon request.

The confirmation is to be provided no later than the first business day following execution or, where the Bank receives confirmation from a third party, no later than the first business day following receipt of the confirmation from the third party.

The Bank is not required to provide such transaction confirmations if the same information is promptly dispatched to the Client by another person.

11.3 Portfolio Statements of Client's Financial Instruments and Portfolio Management Reports

11.3.1 The Bank will address to the Client transactions reports and Portfolio valuations as well as a periodic statement in a durable medium of the Portfolio Management activities carried out on behalf on the Client on a quarterly basis, except:

- (a) where the Bank provides its Clients with access to an online system, which qualifies as a durable medium;
- (b) where up-to-date valuations of the Client's Portfolio can be accessed and where the Client can easily access the information required and the Bank has evidence that the Client has accessed a valuation of its Portfolio at least once during the relevant quarter;
- (c) in cases where Section 11.3.3 applies, the periodic statement must be provided at least once every 12 months.

The exception provided for in point (b) shall not apply in the case of transactions in Financial Instruments covered by Article 4(1)(44)(c) of, or any of points 4 to 11 of Section C in Annex I to MiFID II.

11.3.2 The periodic statement provides a fair and balanced review of the activities undertaken and of the performance of the Portfolio during the reporting period and includes the following information:

- (a) the name of the Bank;
- (b) the name or other designation of the Client's Investment Bank Account;
- (c) a statement of the contents and the valuation of the Portfolio, including details of each Financial Instrument held, its market value, or fair value if market value is unavailable and the cash balance at the beginning and at the end of the reporting period, and the performance of the Portfolio during the reporting period;
- (d) the total amount of fees and charges incurred during the reporting period, itemising at least total management fees and total costs associated with execution, and including, where relevant, a statement that a more detailed breakdown will be provided on request;
- (e) a comparison of performance during the period covered by the statement with the investment performance benchmark (if any) agreed between the Bank and the Client;
- (f) the total amount of dividends, interest and other payments received during the reporting period in relation to the Client's Portfolio;
- (g) information about other corporate actions giving rights in relation to Financial Instruments held in the Portfolio;
- (h) for each transaction executed during the period, the information including:
 - (i) the trading day;
 - (ii) the trading time;
 - (iii) the type of the order;
 - (iv) the venue identification;
 - (v) the instrument identification;
 - (vi) the buy/sell indicator;
 - (vii) the nature of the order if other than buy/sell;

unless the Client elects to receive information about executed transactions on a transaction-by-transaction basis, in which Sections 11.3.3 and 11.3.3(A) apply.

11.3.3 The Bank, in cases where the Client elects to receive information about executed transactions on a transaction-by-transaction basis, provides promptly to the Client, on the execution of a transaction by the Portfolio Manager, the essential information concerning that transaction in a durable medium.

11.3.3(A) The Bank, no later than the first business day following that execution or, where the confirmation is received by the Bank from a third party, no later than the first business day following receipt of the confirmation from the third party, sends the Client a notice confirming the transaction and containing the information set out in the Section 11.2.

11.3.4 The Section 11.3.3 (A) shall not apply where the confirmation would contain the same information as a confirmation that is to be promptly dispatched to the Client by another person.

11.3.5 The Bank shall inform the Client where the overall value of the Portfolio, as evaluated at the beginning of each reporting period, depreciates by 10%, and thereafter at multiples of 10%, at the latest at the end of the business day during which the threshold has been exceeded or, in a case where the threshold is exceeded on a non-business day, the end of the next business day. As regards the relevant reporting to the Client, the Bank will not be required to inform the Client in case such depreciations are due to cash or Financial Instruments withdrawals from the Investment Bank Account(s).

11.3.6 Where the Bank holds a Retail Client Investment Bank Account that includes positions in leveraged Financial Instruments or contingent liability transactions informs the Client, where the initial value of each Financial Instrument depreciates by 10 % and thereafter at multiples of 10 %. Such reporting is provided on an instrument-by-instrument basis, unless otherwise agreed with the Client, no later than the end of the business day in which the threshold is exceeded or, in a case where the threshold is exceeded on a non-business day, the close of the next business day.

11.4 Suitability Reports

Where applicable, i.e. when Suitability assessment is required to be addressed for a Retail Client (i.e. when Investment Advice and Portfolio Management Services are offered), the Bank before executing an order will be providing the Client in a durable medium (e.g. can be via email) a suitability report which will specify how such advice meets the Client's preferences, objectives and other characteristics. Such statement, to the effect that may be included in a periodic report, may be in the form of an update to, and refer to, a previous suitability report.

Where the Portfolio Management Service is provided, the periodic report will contain an updated suitability statement of how the investment meets the preferences, investment objectives and other personal characteristics of the Client.

It is noted that in case the Client agreed to buy or sell a Financial Instrument using means of distance communication (e.g. phone, email), if it is not possible to share the suitability report prior to the transaction, it can be issued after the transaction as well, subject to (i) the Client has consented to receiving the suitability report without undue delay after the conclusion of the transaction; and (ii) the Bank has given the Client the option of delaying the transaction in order to receive the report on suitability in advance.

Reporting to Eligible Counterparties:

The Bank is able to agree with Eligible Counterparties different standards for the content and timing of reports than those applicable for Retail Clients or Professional Clients.

11.5 Costs and Charges Reporting

The Bank, where applicable, provides the Client with reports on the costs and charges relating to the Services received on two (2) types of disclosures.

The costs and charges for the Bank's Services are included in the Bank's Fee & Charges Schedule.

The Fee & Charges Schedule may be subject to change, from time to time, or on a case-by-case basis in accordance with the Bank's internal policies and procedures. Furthermore, as may be agreed in writing between a Client and the Bank as to the terms of specific Financial Instrument or Services, specific fees may be applied, which override the indicative fees and charges set out in the Fee Schedule and subject to the provisions of the General Investment Terms entered into and executed between the Client and the Bank.

The Fee Schedule can be requested at any time from the Client's nominated Relationship Officer.

11.6 Ex-Ante (Pre-trade disclosure of costs and charges estimate)

Unless otherwise agreed, the Bank discloses costs and charges prior to an investment decision following Investment Advice offered by the Bank (if such Service is elected) or prior to concluding an order subject to a Portfolio Management mandate (subject also to any specific instructions provided by the Client in such mandate), taking into account the Client's categorisation.

Costs and charges, for Execution Service only, for example transaction commissions, administration fees, stamp duty fees, and other fees in connection with the safekeeping account management, are not disclosed separately, or even partially, and are set out in the Fee Schedule. An itemised breakdown of the actual fees and charges incurred for a transaction is available upon request. Costs and charges for any Investment Advice or Portfolio mandate are provided independently.

It is noted that the costs and charges shown in the Fee & Charges Schedule, other than those payable to the Bank, are based on reasonable estimates and assumptions but may be more or less than the amounts shown. For the calculation and disclosure of costs and charges, where applicable, the Bank uses data available at the point in time of the execution of the order or earlier. It is emphasized that real time data may differ from the valuation that may be contained in any prior report or statement provided to the Client.

It is possible also that **additional fees** are included in the fee charged due to differentiations in the market, e.g., spread, special settlement rules, closing price differentiation in different capital markets).

It is possible that prior costs and charges information is calculated based on a reference investment amount and does not account for exceptional circumstances (e.g. costs associated with a specific Financial Instrument such as UCITS under the respective KID/KIID). Under such circumstances, the actual amount of capital invested may differ from the valuation, meaning that the actual costs and charges incurred may also differ. For example, for structured products and investment funds, the financial costs may vary significantly depending on the underlying/investment fund and the amount invested. A Client, prior to making an investment, shall refer to the KID/KIID and the transaction cost sheet of a Financial Instrument for a detailed explanation of costs and charges.

The costs and charges information also allows the Client to understand the effect on return of the investment. Costs and charges may reduce the return of the investment.

All changes or amendments in the Fee & Charges Schedule and/or in the Ex-Ante costs illustrations, are posted on the Bank's website as may be amended from time to time and are effective from the date posted on the Bank's website at <https://www.eurobankpb.lu/> and are available upon request from the Private Banking Wealth Management Division.

11.7 Ex-Post (Post-trade disclosure)

The Bank, on an annual basis, will provide the Client with a report of aggregated costs which have actually been incurred by the Client for the Services offered (annual costs and charges report). Such information as to the aggregated costs a Client incurred for the Financial Instruments held in the Portfolio will be included within the regular annual Portfolio statement report.

The calculation of any percentage figures contained in such report will be based on the average invested capital over the reporting period. Other service costs, e.g., administration fees and other fees in connection with safekeeping account management, might be aggregated in the aggregate amount of costs and charges and are not disclosed separately.

11.8 Disclosure of Inducements

In relation to any Inducement, the Bank discloses the following information to the Client:

- (a) Before the provision of the relevant transaction or Service, information on the existence, nature and amount or, if the amount cannot be ascertained, the method of calculation of an Inducement, in an accurate, comprehensive and understandable manner and clarity.

Where applicable, the Bank shall also inform the Client on mechanisms for transferring to the Client the Inducement received in relation to the provision of Service.

Minor non-monetary benefits may be described in a general way.

Any Other non-monetary benefits received or paid by the Bank in connection with the Service provided to a Client are priced and disclosed separately.

- (b) where the Bank was unable to ascertain on an ex-ante basis the amount of any payment or benefit to be received or paid, and instead disclosed to the Client the method of calculating that amount, the Bank shall also provide its Clients with information of the exact amount of the payment or benefit received or paid on an ex-post basis.
- (c) at least once a year, as long as (on-going) Inducements are received by the Bank in relation to the Services provided to Clients, the Bank informs its Clients on an individual basis about the actual amount of payments or benefits received or paid. Minor non-monetary benefits may be described in a generic way.

12. Regulatory Transaction Reporting Obligations

Subject to MiFID II framework, orders handled by the Bank or quotes given by the Bank in connection with a potential order, may result in details of the order, quote or any resulting transaction being provided to a competent authority or made public as further described below.

Where the Bank provides a Service which results in a transaction, the Bank may be required by the competent authority to report details of the transaction processed (including, but not limited to, details about the Client).

Transaction reporting obligations may arise as a result of various activities, including, but not limited to, where an order is executed (venue/market), whether a transaction for own account, or whether the order was generated for the Client under the Bank's discretionary decision - making authority.

The Bank may be required, subject to MiFID II framework, to make public details as of the resulting transaction or provide such details to an Execution Venue, to enable such Execution Venue to comply with its reporting requirements under MiFID II framework or the Bank may be directly required to make such details public. Similarly, the Bank may be required to make public or disclose the details of any quotes provided to the Client for a potential transaction either to a competent authority or to another other Client if is required by MiFID II framework (known as **Market Transparency Requirement**).

Important Note: Additional regulatory reporting requirements, outside MiFID (e.g. tax, KYC/AML) may be applicable or imposed either on the Bank or the Client.

13. Investor Compensation Scheme and Deposit Guarantee Scheme

The Client's investments may be protected, to some extent, under the Investor Compensation Scheme Luxembourg ("*Système d'indemnisation des investisseurs Luxembourg*") (SIIL,) which covers eligible investors of investment firms and banks.

Deposits, on the other hand, are covered by the *Fonds de garantie des dépôts Luxembourg* (FGDL, Luxembourg Deposit Guarantee Fund).

13.1 Investor Compensation Scheme (SIIL)

The SILL covers investors where the CSSF determined, in its view, that at the moment and for reasons directly related to the financial situation, a credit institution or an investment firm does not seem to be able to fulfil its obligations resulting from claims of investors and that there is no current prospect of being able to do so or where the *Tribunal d'arrondissement* (District Court) in Luxembourg sitting in commercial matter ordered the suspension of payments or the winding up of the credit institution or investment firm, depending on whether the determination or order is the earliest (the "Decision").

The SILL covers the compensation of investors up to an amount of EUR 20,000 per person and per institution. Clients must be compensated as soon as possible and no later than three months after the amount and entitlement to reimbursement have been established.

The SILL shall ensure coverage for the claims resulting from the incapacity of the Bank to:

- 1) repay money owed to or belonging to investors and held on their behalf in connection with investment business under applicable legal and contractual conditions; or
- 2) return to investors any instruments belonging to them and held, administered or managed on their behalf in connection with investment business under applicable legal and contractual conditions.

To benefit from the SILL guarantee, aggrieved clients are required to contact the SILL at the postal address:

Protection des déposants et des investisseurs
CSSF
L-2991 Luxembourg

or by email (cpdi@cssf.lu) within 10 years of the date on which the Decision was taken by the CSSF or the Tribunal d'arrondissement (District Court) or from the date on which this Decision is made public. It should be noted that the SILL does not hedge the market value loss of financial instruments.

The documents relating to the conditions to be fulfilled and the formalities to be completed to be eligible for a payment under the SILL shall be drawn up in detail in one of the official languages in Luxembourg.

13.1.1 Joint investment operations

The SILL takes into account in the calculation of the coverage of each client's share. In the absence of specific provisions, receivables are distributed equally among clients.

Claims relating to a joint investment transaction in which at least two persons have rights in their capacity as shareholders of a company, member of an association or any group of a similar nature, not having legal personality, shall, for the purpose of calculating the indemnity, be grouped and treated as if they resulted from an investment made by a single investor and only one indemnity shall be payable under the cover.

13.1.2 Exclusions

Article 195 (2) of the Law of 18 December 2015 on the failure of credit institutions and certain investment firms, as amended, lists in detail the claims resulting from investment transactions excluded from any coverage under the SILL.

Essentially, it should be noted that the SILL does not cover professional and/or institutional investors such as UCITS or financial institutions, legal persons other than SMEs, investors directly or indirectly linked to the failure of the SILL member, or persons convicted of an offence related to money laundering or terrorist financing.

13.2 Calculating the amount payable for compensation

The amount of compensation payable to each covered client, is calculated in accordance with the legal and contractual terms governing the covered client's relation with the participating bank, subject to the set-off rules that apply for the calculation of claims between the covered client and the participating bank.

13.3 Deposit Guarantee and Resolution of Credit and Other Institutions Scheme (DGS)

In Luxembourg, the FGDL is in charge of reimbursing depositors.

The main purpose of the FGDL is to ensure the compensation of depositors in case of unavailability of their deposits.

The maximum amount of compensation, per depositor, per credit institution is €100.000, including accrued interest. This limit applies to the aggregate deposits held with a particular credit institution. When calculating the amount of compensation payable to a depositor, any loans or other credit facilities granted by the credit institution to a specific depositor are set-off against his/her deposits. Any counterclaims that the particular credit institution may have against the depositor in respect of which a right of set-off exists, may also be set-off.

The FGDL provides the necessary funds for the repayment of unavailable deposits, in principle within 7 working days of the date on which the deposits are determined unavailable.

Excluded from coverage are certain categories of deposits such as deposits by credit institutions (interbank), own funds, deposits by financial institutions, deposits by investment firms, deposits by insurance and reinsurance companies, deposits by collective investment schemes, deposits by public authorities as well as debt securities issued by a credit institution and liabilities arising out of own acceptances and promissory notes.

Furthermore, among the categories excluded from coverage are deposits arising from transactions for which criminal conviction for money laundering has been instigated and deposits the holder of which has never been identified.

Further information on the application of the FGDL can be found on the Bank's website at <https://www.eurobankpb.lu>

14. Additional Compliance and Regulatory Information related with the provision of Services

The Bank applies appropriate procedures to comply with the requirements of Luxembourg law, European Union (EU) directives and regulations as well as any other relevant legislation, as implemented and transposed into local legislation and regulations, and to be in line with applicable guidelines and best practices in relation to the provision of Services in financial instruments as well as the trading of financial instruments.

However, without limiting the foregoing, the Client shall understand and acknowledge that laws regarding the provision of Services relating to financial instruments vary throughout the European Union and the world. It is the Client's obligation to ensure that the Client fully complies with any law, regulation or directive, relevant to the Client's country of residency with regards to the use of the Services or transactions carried out through the Bank.

The Bank is under no obligation to provide any advice on continuous obligations of a Client entering into transactions and/or carrying out of transactions in Financial Instruments. A Client should consult its own legal, financial or tax advisor for legal, financial or tax advice including specialised advice on any reporting requirement, without limitation, in accordance with the Client's country of residence laws.

14.1 Processing of Personal Data Policy for Services (Summary)

The Bank in order to comply with its regulatory obligations as it is required to do so by MiFID II framework may have to process personal data (including sensitive personal data) of the Client (as natural person or of the authorised representatives or management of a legal entity giving instructions on behalf of the Client) in relation to the provision of the Services elected by the Client to be offered by the Bank as set out in the General Investment Terms.

Personal Data means any particular information relating to the Client, as a living individual, required to be collected and processed for the purpose of the provision of the Services; consolidated data of a statistical nature, from which the Client cannot be identified or distinguished from others, are not deemed to be Personal Data.

The Bank has a legitimate interest in collecting and processing Personal Data for the purposes as described in this Section in order to administer, improve and generally conduct business, to prevent fraud and financial crime and to avoid non-compliance with the Bank's legal and regulatory obligations. In summary are noted herein below the main aspects of the Processing of Personal Data specifically in respect to the provision of Services in Financial Instruments obligatory applicable in addition to the Banks' Privacy Notice.

The Banks' **Privacy Notice** is available to be reviewed and be downloaded from the Banks' website www.eurobankpb.lu.

14.1.1 Specific purposes for which Personal Data is collected for the provision of Services

The personal data which is collected from the Client directly or from the Client's authorised representative acting on his behalf or from anywhere else (such as credit reference agencies, governmental authorities, publicly available sources), will be used:

- (i) to comply with the Bank's obligations arising from entering into the General Investment Terms and to provide the Client with the Services requested;
- (ii) to carry out the Bank's obligations arising from the Law, including the obligation of transaction reporting to CSSF or any other competent authorities;
- (iii) to communicate with the Client as provided for in the General Investment Terms in respect to the execution of the Services requested;
- (iv) to notify the Client about changes to the Services or to third parties to enable the Bank to provide the Services requested under the General Investment Terms;
- (v) to perform credit and anti-money laundering assessments as per applicable law and obligations imposed on the Bank;
- (vi) to exercise and defend the Bank's legal rights;
- (vii) for fraud and financial crime prevention purposes;
- (viii) for administration purposes and internal operational requirements, including the evaluation of Client service, efficiency and cost, as well as risk management purposes; and
- (ix) to provide the Client with information about other goods and Services we feel may interest the Client, provided the Bank has consented to this explicitly.

14.1.2 Disclosures of Personal Data

Except as set out in this document and also as set out in the Privacy Notice, the Bank does not disclose to any third party personal information that the Client provides to the Bank unless the Bank has the Client's consent or when the law permits or requires it. The Bank may be obliged or have to disclose and use the Client's Personal Data to:

- (i) any regulatory and/or supervisory and/or other competent authority and/or other third party when obliged to do so under law or court order;
- (ii) third party service providers the Bank is engaged for to provide Services requested by the Client and to comply with our obligations under the Law. The names of such organisations are stated in the OEP (as amended from time to time and posted on the Bank's website);
- (iii) other third-party service providers the Bank may use for information security purposes as well as communication, administration and operational purposes;
- (iv) any other third-party where the Client has consented to such disclosure or where it is in the Bank's or the third-party's legitimate interests to do so;
- (v) credit reference agencies;
- (vi) marketing purposes, provided the Client have explicitly consented to this.

In case the Client's personal data is transferred to countries or territories outside of the European Economic Area (EEA) that are not recognised by the European Union competent authorities as offering an adequate level of data protection, the Bank, if such instances arise, put in place appropriate data transfer mechanisms (as required), such as the EU Standard Contractual Clauses.

In certain jurisdictions, the legal provisions applicable to transactions involving Financial Instruments and similar entitlements demand that the identity be revealed of the (in) direct holders or the beneficial owners of those instruments, as well as their positions in said instruments. Failure to comply with these obligations may result in the freezing of the Financial Instruments (i.e., voting rights may be suspended, dividends or other entitlements withheld, the Financial Instruments being barred from sale or being disposed of in some other way) or may result in some other penalty or restrictive measure imposed by applicable law.

Important Note: A Client or his authorised representative who provides the Bank with personal information for a third-party must obtain consent from such third party and inform it that the Bank uses personal data for the same purposes and in the same ways as described in this Section, and that his/her information may have to be disclosed in accordance with Data Protection Laws.

14.1.3 Data Security, Retention and Telephone Recording

The Bank under MiFID II framework has specific obligations regarding the monitoring and recording of telephone communications between the Client and any other person acting for his account and the Bank or its officers, employees or associates or agents, and it may use any mechanical or other means or equipment for such purpose when providing the Services.

Personal Data is held in both electronic and non-electronic form, mainly in technical systems, physical locations and archives as well as in software.

As part of the MiFID II framework obligations, the Bank is obliged to keep Client's telephone recordings with the Bank for a minimum of five (5) years or for as long as is necessary for the Bank to comply with any legal and contractual obligations the Bank may have. It is also further noted and the Client attention is drawn to the following:

- The Bank has the right to provide information to competent authorities or other third persons relating to the Client and his relationship with the Bank to the extent that this is dictated or permitted by any applicable law relating to the operation of banks and the exchange of information in Luxembourg, in the European Union or other contracting parties with Luxembourg.

In accordance with legal and regulatory obligations concerning the automatic exchange of information with EU Member States, the Bank may have to disclose some personal details and information regarding the Client's tax residence status to the Luxembourg tax authorities. The Luxembourg tax authorities will disclose data sent by the Bank to each competent foreign tax authority to receive such data based on the aforementioned legal and regulatory obligations.

14.1.4 Client's Rights

The Client has the right at all times to access and correct his personal data and to be informed about and/or refuse any further processing or deletion of his/her personal data, in accordance with the provisions of the Data Protection Laws. The Client acknowledges and accepts that any such amendment or deletion of his/her personal data during the provision of the Services may affect or even lead the Bank to the termination of the provision of the Services to the Client.

Any consent given for marketing purposes can be withdrawn at any time by giving written notice to the Bank.

If you have any questions regarding the processing of personal data for the provision of Services or as to the Privacy Notice you may email contact your Relationship Officer either by phone +352 470724-1 (working hours) or through the Bank's website at <https://www.eurobankpb.lu/Contact>

14.2 Anti Money Laundering and Counter Terrorist Financing (AML/CTF)

Luxembourg, as a Member State of the European Union, has implemented the relevant EU Directives on anti-money laundering and counter terrorist financing (AML/CTF). Luxembourg also takes into consideration the recommendations issued by the Financial Action Task Force (**FATF**).

On 25th March 2020, the provisions of Directive (EU) 2018/843 of the European Parliament and of the Council of 30 May 2018 in relation to the prevention of the use of the financial system for the purposes of money laundering and the financing of terrorism (known as '**5th EU AML Directive**') have been transposed into Luxembourg by amending the law of 12 November 2004 on the fight against money laundering and terrorist financing (**AML Law**).

The Bank is a credit institution under the supervision of the **CSSF**. The CSSF is the competent authority for the enforcement of the provisions of the AML Law by the Bank (<https://www.cssf.lu/en/anti-money-laundering-and-counteracting-the-financing-of-terrorism/>).

The Bank, in compliance with the AML Law, has established procedures, systems and policies on a risk-based approach for the collection and assessment of Clients' information and data collected by the Bank before the entry into a business relationship or during the ongoing monitoring of the business relationship (Know-Your-Client Procedures), including, inter alia:

- (a) Client identification and due diligence procedures and enhanced due diligence procedures for high-risk Clients;
- (b) Client acceptance policies;
- (c) Record keeping;
- (d) Recognition of suspicious transactions/activities, internal reporting and reporting to the local Financial Intelligence Unit (**FIU**) "*Cellule de renseignement financier (CRF)*";
- (e) In depth examination of any transaction which by its nature may be considered as particularly vulnerable to be associated with AML or CTF offences, and particularly of the complex and unusually large transactions and all unusual types of transactions that are realized without obvious economic or explicit legal reason;
- (f) Identification and risk assessment of money laundering risks associated with new payment methods;
- (g) Internal control, assessment and management of risk with the purpose of preventing AML/CTF;
- (h) Development of a risk-based model to improve the existing framework to manage, control and address risks; and
- (i) Identification procedure and monitoring of politically exposed persons (PEPs) (enhanced Client due diligence is conducted on these Clients).

The Bank pays special attention to -

- Understanding the ownership and control structure of its Clients;
- Obtaining information on the purpose and intended nature of business relations; and
- Monitoring the business relations, including scrutiny of transaction, to ensure consistency of transactions with information provided by the Client in relation to the nature of the business relationship.

All legal and regulatory mandatory procedures and policies are regularly reviewed and updated. Compliance of these procedures is checked by the Bank's Compliance Department and Internal Audit as well as by the Bank's external auditors.

The Compliance Department and Internal Audit are permanent functions, independent from the Bank's business activities. In order to safeguard its independence, the Head of Compliance Department and Head of Internal Audit Department report directly to the Bank's Board of Directors or through the Audit Committee which has been delegated the responsibility for monitoring the activity of the Compliance Department.

14.2.1 Employee AML/CTF training

The Bank, as part of its internal policies, requires all staff, management and employees, at all times to adhere to these standards in order to prevent the misuse of the Bank's Services for AML/CTF.

An "Employee awareness" training program is applied by the Bank with regard to the:

- Systems and procedures for the prevention of money laundering and terrorist financing;
- The AML Law;
- EU Directives and CSSF Guideline or Circulars, as applicable from time to time with respect to AML/CTF.

The Bank carries out ongoing training obligations to the Bank's employees to notably enable them to recognize and handle suspicious transactions and activities which may be related to AML/CTF offences.

14.2.2 Monitoring of Transactions

The Bank, in order to effectively monitor the Clients' transactional behaviour, has introduced an automated system tool for:

- (a) the screening of all transactions and persons against lists of financial sanctions issued by the European Union, the United Nations, the Office of Foreign Assets Control (OFAC) and Her Majesty Treasury (United Kingdom); and
- (b) the review of the transactions executed by the Clients on the basis of specific scenarios which cover applicable international AML/CFT typologies ensuring in this way the ongoing monitoring of Investment Bank Accounts and transactions.

The AML/CTF prevention and monitoring strategies are assessed on a continuous basis to ensure risks are properly identified and adequately addressed. The monitoring and risk management process ultimate goal is to maintain updated, comprehensive and effective AML/CTF program for the Bank's business. The Bank, in accordance with the AML Law and Data Protection Laws Data Protection Law, is committed to fully co-operate with competent authorities. To the extent permitted by the aforesaid laws, the Bank is strictly complying with any information request from the competent authorities to which Client information may have to be disclosed in adherence with regulatory obligations.

For further information in relation to the Bank's AML/CTF policies, a Client may contact the Bank's AML/Head of Compliance Department.

14.3 The Foreign Account Tax Compliance Act (FATCA)

The Foreign Account Tax Compliance Act (**FATCA**) is mainly a United States (US) federal law that requires US persons (legal persons and individuals) who live outside the US, to report their financial accounts held outside of the US, and requires foreign financial institutions (**FFIs**) to undertake due diligence and report to the US tax authorities (**Internal Revenue Service** or **IRS**) certain information regarding their US clients (in particular, with respect to "US Specified Persons" within the meaning of FATCA). Failure to provide the requested information may lead to a 30% withholding tax applying to certain U.S. source withholdable payments.

Luxembourg has signed a reciprocal FATCA Model 1 Intergovernmental Agreement (**IGA**) with the US Treasury on the 28 of March 2014 (**FATCA Agreement**), approved by the Luxembourg law of 24 July 2015, approving such agreement (**FATCA Law**). Under the FATCA Agreement, Luxembourg FFIs should report all FATCA-related information to the Luxembourg tax authorities ("*Administration des contributions directes*") (**Luxembourg Inland Revenue** or **ACD**), which will then provide the information to the IRS.

The Bank has registered with the IRS on 2 June 2014 as a Registered Deemed Compliant Financial Institution (Reporting Financial Institution) under a Model 1 IGA and has obtained the Global Intermediary Identification Number (GIIN) WSN3WC.00002.ME.442.

In order to comply with FATCA, subject to the Services offered, if required, Clients might be contacted from time to time by the Bank for additional information or clarifications.

Based on the result of those on-boarding and due diligence procedures, the Luxembourg FFIs have to file FATCA reports to the ACD by 30 June each year (with respect to financial accounts maintained in the previous year). The ACD will then automatically exchange this information with the IRS by 30 September.

As a result, the Bank is required to collect and review certain information in order to identify among other aspects, the tax residency or multiple tax residencies of each Investment Bank Account holder, including the tax residency (ies) of an entity's "Controlling Persons" (here after within the meaning of FATCA) in certain cases. The Bank may also be required to report certain information relating to the Investment Bank Account holder and its Investment Bank Account(s) (including an entity's "Controlling Persons" in certain cases) to the ACD that in turn may pass this information to other relevant tax authorities. If necessary, additional information may be requested for FATCA purposes at any time during the Client's business relationship with the Bank. The Client's response to the Bank's requests for information in respect of the Client's FATCA status (if and when requested) is mandatory and failure to respond within the prescribed timeframe may result in incorrect reporting the Client's Investment Bank Account to the ACD and penalties and/or a 30% withholding tax being imposed.

It is noted, that the Bank cannot offer advice relating to FATCA or act as a tax advisor. In case you have any questions, please consult your tax or legal advisors.

Further information on FATCA is readily available on the IRS website at <https://www.irs.gov>, the ACD website at https://impotsdirects.public.lu/fr/echanges_electroniques/FATCA.html and also on the Bank's website at <https://www.eurobankpb.lu/en/Media/Publications/MIFID-II> or may contact a Wealth Management Relationship Officer or email us at PrivateBanking@eurobankpb.lu.

14.4 Common Reporting Standard (CRS)

The Common Reporting Standard (**CRS**), developed by the Organisation for Economic Co-operation and Development (**OECD**), requires the automatic exchange of information on financial accounts that are held, directly or indirectly, by account holders who are tax residents of countries which implement CRS. CRS effectively imposes obligations on financial institutions to collect information relating to each account holder's tax residency (ies) and CRS status and submit specified account information to relevant tax authorities.

On 24 December 2015, the Luxembourg CRS law of 18 December 2015 was published, enacting the CRS into Luxembourg law with an entry into force as of 1 January 2016. Therefore, Luxembourg financial institutions had, as of this date, to on-board new clients/investors according to specific procedures.

Based on the result of those on-boarding and due diligence procedures, the Luxembourg financial institutions have to file CRS reports to the ACD by 30 June each year (with respect to financial accounts maintained in the previous year). The ACD will then automatically exchange this information with other relevant jurisdictions by 30 September.

As a result, the Bank is required to collect and review certain information in order to identify among other aspects, the tax residency or multiple tax residencies of each Investment Bank Account holder, including the tax residency(ies) of an entity's "Controlling Persons" (here after within the meaning of CRS) in certain cases. The Bank may also be required to report certain information relating to the Investment Bank Account holder and its Investment Bank Account(s) (including an entity's "Controlling Persons" in certain cases) to the ACD that in turn may pass this information to other relevant tax authorities. If necessary, additional information may be requested for CRS purposes at any time during the Client's business relationship with the Bank. The Client's response to the Bank's requests for information in respect of the Client's CRS status (if and when requested) is mandatory and failure to respond within the prescribed timeframe may result in incorrect reporting the Client's Investment Bank Account to the ACD and penalties being imposed.

It is noted that the Bank cannot offer advice relating to CRS or act as a tax advisor. In case you have any questions, please consult your tax or legal advisors.

More information about the OECD Common Reporting Standard can be found on OECD website at: <https://www.oecd.org/tax/automatic-exchange> and on the ACD website at: https://impotsdirects.public.lu/fr/echanges_electroniques/CRS_NCD.html

Further information as to the application of CRS regulations by the Bank (as required by applicable law) are available on the Bank's website at <https://www.eurobankpb.lu/en/Media/Publications/FATCA-and-CRS> or may contact a Wealth Management Relationship Officer or email us at PrivateBanking@eurobankpb.lu

15. Investment Bank Account / Bank General Account Terms

For the provision of the Services and for the processing of orders and transactions in Financial Instruments through the Bank, it is a condition that **Investment Bank Account(s)** is/are opened (unless at Bank's discretion there is a different arrangement).

The Investment Bank Account is a separate current account that has to be opened specifically for carrying out transactions in relation to Services offered by the Private Banking Wealth Management Department and/or for the provision of Services in Financial Instruments. It allows banking transactions in relation to investments in Financial Instrument to be kept strictly separate from Clients' other daily banking transactions.

The Investment Bank Account is to be used solely by the Bank, for the financial settlements in connection with transactions carried out through or made via the Bank for Services in Financial Instruments subject to the General Investment Terms. Specific terms are applied for Investment Bank Accounts in addition to the Bank's General Terms and are available upon request from the Private Banking Wealth Management Department.

The Bank's General Terms governing the relationship between the Client and the Bank are available on the Bank's website (<https://www.eurobankpb.lu/Media/Publications/Conditions>).

Payment services offered by the Bank are subject to the General Terms governing the relationship between the Client and the Bank and subject to, the extent applicable based on Clients' categorisation, the EU Payment Services Directive (PSD2, Directive 2015/2366/EU) which provides the legal basis for the creation of an EU-wide single market for payment services. In Luxembourg the provision of payment services is regulated by the law of 10 November 2009 on payment services, as amended ("PSL").

Further information may be found on Bank's website <https://www.eurobankpb.lu/Media/Publications/PSD2>.

16. Related Party Transactions (Transparency/ Client Obligations)

Pursuant to obligations set by the Transparency Directive (Directive 2004/109/EC of the European Parliament and of the Council of 15 December 2004 on the harmonisation of transparency requirements in relation to information about issuers whose securities are admitted to trading on a regulated market and amending Directive 2001/34/EC) (**TD Directive**), implemented into Luxembourg law by the law of 11 January 2008 on transparency requirements for issuers, as amended, certain persons are required to carry out notifications, as set out below.

Briefly, the scope of the TD Directive is to improve the harmonisation of information duties incumbent on issuers, whose securities are listed on a Regulated Market within the European Union, and further market participants (including major shareholders/members of the management). Pursuant to TD Directive, holders (investors/shareholders), issuers of listed securities and certain other persons (e.g. management position holders) are required to make certain notifications of the proportion of voting rights of the Holder in the Issuer resulting from the acquisition or disposal of 'major holdings' by a holder.

In Luxembourg, 'major holdings' are met where a holder (investor) acquires or disposes of a proportion of shares (securities) to which voting rights are attached in an issuer, where that proportion reaches, exceeds, or falls below the thresholds of 5 % or 10 %. A holder (investor) who newly acquires shares in an issuer and meets these thresholds is also required to make the relevant notifications. A notification by the Client (investor) must be submitted to the competent authorities on a prescribed form. This obligation is incumbent on the Client and not on the Bank.

In this respect, a Client (investor) upon considering making an investment if he falls in any of the above categories should consider with his professional advisor and to take legal advice on how he will comply with any reporting obligations of such acquisitions (if required).

17. ESG factors and Sustainability Risk

17.1. Sustainability Risk Policy under Investment Services

The Bank has in place a policy for the "Introduction to Bank's Sustainability Risk Policy for Investment Services and Activities" in the form made available (from time to time as applicable) and also available for downloading on the Bank's website link [\[https://www.eurobankpb.lu/Media/Publications/MIFID-II-ESG-Investment\]](https://www.eurobankpb.lu/Media/Publications/MIFID-II-ESG-Investment) (the '**Sustainability Risk Policy**'). It outlines Bank's approach in identifying and managing sustainability risk in compliance with the Sustainable Finance Disclosure Regulation (SFDR^[1]) and other related regulatory/legislative requirements.

Sustainability risk is defined under the SFDR as "an environmental, social or governance event or condition that, if it occurs, could cause an actual or potential material negative impact on the value of the investment". That is, it is concerned with the risk that the value of an investment could be materially and negatively impacted as a result of environmental or social risks. Therefore, it is concerned on cases where they could have a material negative effect on the value of the relevant investment.

The definition of Sustainability Risk refers to environmental, social and governance events or conditions (ESG factors). Some examples of ESG risk factors are the following:

- **Environmental:** Pollution, climate change risk/opportunities, Ecosystem change, Unsustainable practices, Environmental remediation, Carbon Emissions (measurement and reporting), Resource depletion, Energy resources, etc.
- **Social:** These relate to human rights and risks in operating unethical and illegal working conditions – e.g. Data security and governance, Social cohesion and stability, Child and slave labour, Product safety, Health and safety practices, etc.
- **Governance:** includes transparency and integrity concerning, inter alia, Remuneration, Tax, Bribery and Corruption, lack of appropriate board oversight, etc.

The objective is for the Bank to integrate certain Environmental, Social and Governance (ESG) factors (i.e. ESG-related information) within its risk management for Services, taking sustainability risks into account in the investment decisions, providing relevant disclosures to Clients (including appropriate periodic reporting) and where applicable ensuring the marketing of certain Financial Instruments, using the mandatory disclosure templates.

Due to the expected regulatory updates in process, the Bank is monitoring the relevant developments and practices and arranges for the said policy to be reviewed periodically and updated, when necessary, to reflect the updated information on these regulatory updates and on actual practice.

17.2. SFDR Regulation - Regulation (EU) 2019/2088 (the SFDR Regulation and its delegated acts)

Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector ("SFDR") aims to harmonize rules for Financial Market Participants ("FMPs") and Financial Advisers ("FAs") on transparency with regard to the integration of sustainability risks and the consideration of adverse sustainability impacts in their processes and the provision of sustainability related information with respect to financial products.

17.3. Taxonomy Regulation - Regulation (EU) 2020/852 (the Taxonomy Regulation and its delegated acts)

The European Taxonomy Regulation (EU Regulation 2020/852) is an EU-wide classification system which provides a common language to identify whether or not a given economic activity should be considered "environmentally sustainable" (the "Taxonomy Regulation"). The EU taxonomy is an EU's sustainable finance framework and an important market transparency tool. It helps direct investments to the economic activities most needed for the transition, in line with the European Green Deal objectives. The main aim of the Taxonomy Regulation is to help investors making conscious, environmental-friendly choices, promote investments into sustainable products and at the same time, reduce the risk of greenwashing.

17.4. 'Do No Significant Harm' (DNSH) principle

The 'Do No Significant Harm' DNSH-principle aims to ensure that projects do not cause significant harm to the six environmental objectives defined in the Taxonomy Regulation (EU 2020/852):

- climate change mitigation;
- climate change adaptation;
- sustainable use and protection of water and marine resources;
- transition to a circular economy;
- pollution prevention and control;
- protection and restoration of biodiversity and ecosystems

^[1] **SFDR:** Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector

17.5. Environmentally Sustainable Investment

This means “an investment in one or several economic activities that qualify as environmentally sustainable under the Taxonomy Regulation” – i.e. an investment in something considered “green” under the EU’s classification system - * *Article 2(1), Taxonomy Regulation*

In very general terms, something is environmentally sustainable if it meets 4 tests:

- 1) it contributes to one of the six key Taxonomy Regulation environmental objectives;
- 2) it does not significantly harm any of those objectives (DNSH);
- 3) it complies with minimum safeguards;
- 4) it complies with technical screening criteria. **

**See Article 3 of the Taxonomy Regulation (“Criteria for environmentally sustainable economic activities”): “For the purposes of establishing the degree to which an investment is environmentally sustainable, an economic activity shall qualify as environmentally sustainable where that economic activity: (a) contributes substantially to one or more of the environmental objectives set out in Article 9 in accordance with Articles 10 to 16; (b) does not significantly harm any of the environmental objectives set out in Article 9 in accordance with Article 17; (c) is carried out in compliance with the minimum safeguards laid down in Article 18; and (d) complies with technical screening criteria that have been established by the Commission in accordance with Article 10(3), 11(3), 12(2), 13(2), 14(2) or 15(2).”

17.6. Sustainable Investment

Sustainable Investment means an investment in an economic activity that contributes to an environmental objective, as measured, for example, by key resource efficiency indicators on the use of energy, renewable energy, raw materials, water and land, on the production of waste, and greenhouse gas emissions, or on its impact on biodiversity and the circular economy, or an investment in an economic activity that contributes to a social objective, in particular an investment that contributes to tackling inequality or that fosters social cohesion, social integration and labour relations, or an investment in human capital or economically or socially disadvantaged communities, provided that such investments do not significantly harm any of those objectives and that the investee companies follow good governance practices, in particular with respect to sound management structures, employee relations, remuneration of staff and tax compliance.

17.7. Principal Adverse Impacts (PAIs) Framework for Investment Services

A PAI is defined by the European Union as any impact of investment decisions or advice that results in negative effects on sustainability factors such as environmental, social and employee matters, respect for human rights, anti-corruption, and anti-bribery matters.

Regarding PAIs, there are in total, currently, 18 mandatory PAIs indicators (9 indicators relate to environmental matters and 5 cover social factors, 2 concerning investments in sovereigns and supranationals and 2 concerning investments in real estate assets). As per SFDR, there could be also additional indicators (46 in total) deemed as voluntary regarding disclosure requirements.

As per SFDR regulation, Financial Market Participants (“FMPs”) and Financial Adviser (“FAs”) are required to either comply with the specific disclosure requirements according to their capacity to the extent outlined within the SFDR, including whether they consider principal adverse impacts of investment decisions on sustainability factors or explain why they have opted out of such consideration. The Bank’s Wealth Management division takes into consideration the Principal Adverse Impacts (known as PAIs) on sustainability factors, when acting as FMP and when acting as FA.

17.8. Information & disclosures on Sustainability matters

The Bank has information & disclosures on Bank’s website regarding sustainability/ESG investments (available at <https://www.eurobankpb.lu/en/Media/Publications/SFDR-Disclosures> and provides clarifications to Clients via the ESG/Sustainability explanatory documents and via discussions during meetings or calls. Clients may contact their Wealth Management Relationship Officer for more information.

APPENDIX I: Execution Venues / Brokers (counterparties)

The list of execution venues and/or brokers (counterparties) set herein below is non-exhaustive but comprises only the venues on which Eurobank Private Bank Luxembourg S.A. places significant reliance. The list is also available on the Bank's website <https://www.eurobankpb.lu/en/Media/Publications/MIFID-II>. The Bank reserves the right at any time to remove from the list any entity which it considers to no longer be appropriate, or to add to this list any entity the addition of which it considers would be in the best interest of its Clients. A Client may review the current list of the Execution Venues/ Brokers on the Bank's website and also may at any time request an updated version of this list from his Wealth Management Relationship Officer.

Financial Instrument Type	Execution Venue / Execution Entity / Broker / Intermediary
Fixed Income Products / Bonds and FX Options	MTF: Bloomberg Trading Facility B.V.
Equities and Exchange Traded Funds (ETFs)	- Athens Stock Exchange - Australian Stock exchange - Borsa Italiana - Budapest Stock Exchange - Bulgaria Stock Exchange - Copenhagen Stock exchange - Euronext Amsterdam - Euronext Brussels - Euronext Lisbon - Euronext Paris - Helsinki Stock Exchange - Hong Kong Stock Exchange - Irish Stock Exchange / LSE - Istanbul Stock Exchange - London Stock Exchange (LSE) - Luxembourg Stock Exchange - Madrid Stock Exchange / Spanish Regional Exchanges - NASDAQ / NYSE - Oslo Stock Exchange - Prague Stock Exchange - SGX - Stockholm Stock Exchange - Tokyo Stock Exchange - Virt-x / SWX - Warsaw Stock Exchange - Wiener Borse - Xetra/Deutsche Borse / German regional exchanges - XTSX (Canadian Venture) - Eurobank Equities SA - Virtu Financial Ireland Limited - Banque de Luxembourg
Derivatives	Eurobank S.A.

Counterparties for OTC trades

Financial Instrument Type	Counterparties
Fixed Income Products / Bonds	• AFS Execution Services B.V. • Banco Finantia SA • Bank of Montreal • Banque de Luxembourg • Barclays Bank Ireland PLC • BBVA • BNP Paribas SA • Citigroup Global Markets Limited Europe AG • Commerzbank FFT • Credit Suisse Securities (Europe) Limited • Deutsche Bank AG • DZ Bank AG • Eurobank S.A. • Goldman Sachs Bank Europe SE • Guy Butler Ltd. • HSBC Bank PLC • ING Bank NV, Amsterdam • Intesa San Paolo • J.P. Morgan AG • Jefferies GmbH • KBC Bank NV • Millennium Europe LTD • Morgan Stanley & Co. International PLC • Natwest Markets NV • Nomura Financial Products Europe GmbH • Rabobank International Utrecht • Stifel Nicolaus Europe Ltd • UBS Europe SE • Zurcher Kantonalbank
Structured Products	• Commerzbank AG • Eurobank S.A.
FX Options	• Eurobank S.A. • Goldman Sachs International • Kepler Cheuvreux
Funds	• Transfer Agents • Banque de Luxembourg • Allfunds

Note: The Bank on a consistent basis reviews the venues it uses, as provided in the Order Execution Policy. The Bank, if a material change has occurred, will consider making changes to the relative importance of the best execution factors, and to the Execution Venues or execution entities (e.g. brokers) on which the Bank places significant reliance, in meeting the overarching best execution requirement.

APPENDIX II: Financial Instruments – examples of complex and non-complex instruments

1.1 NON-EXHAUSTIVE LIST OF COMPLEX FINANCIAL INSTRUMENTS

- Structured bonds with guaranteed and/or protected capital
- Debt instruments embedding a derivative (convertible and exchangeable bonds, indexed bonds and turbo certificates, contingent convertible bonds, structured bonds, callable or puttable bonds, credit-linked notes, warrants)
- Debt instruments where the understanding of the risk is not immediate (non-exhaustive list: asset-backed securities, asset-backed commercial, papers, mortgage backed securities, collateralized Debt obligations, subordinated debt instruments, certificates, perpetual bonds)
- Structured deposits (non-exhaustive list: where more than one variable affects the return received, relationship between the return and relevant variable or the mechanism to determine or calculate the return is complex, an exit fee is not a fixed sum or a fixed sum for each month remaining until the agreed term, nor a fixed percentage of the deposit amount)
- Units in structured Collective Investment vehicles in Transferable Securities (UCITS) and Exchange Traded Funds that have complex strategies or leveraged structures.
- Units in simple non-structured/leveraged Collective Investment vehicles in Transferable Securities and Exchange Traded Funds that are non-UCITS.
- Alternative Investments Funds, including Real Estate, Private Equity, Venture Capital and Hedge Funds.
- Shares that have derivative characteristics (non-exhaustive list: rights, equity-linked warrants)
- Derivative instruments for the transfer of credit risk
- Financial contracts for differences
- 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
- Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities (non-exhaustive list: settled in cash or physically settled traded in a regular market) or relating to climatic variables, freight rates or other official statistics

Note 1: The purpose of the above non-exhaustive list is to merely present examples of various products that are considered as Complex Financial Instruments (and not the product assortment of the Bank).

1.2 NON-COMPLEX FINANCIAL INSTRUMENTS

A financial instrument which is not explicitly specified in Article 25(4)(a) of MiFID II shall be considered as Non-Complex for the purposes of Article 25(4)(a)(vi) of MiFID II if it satisfies the following criteria:

- (a) it does not fall within Article 4(1)(44)(c) of, or points (4) to (11) of Section C of Annex I to MiFID II;
- (b) there are frequent opportunities to dispose of, redeem, or otherwise realise that instrument at prices that are publicly available to market participants and that are either market prices or prices made available, or validated, by valuation systems independent of the issuer;
- (c) it does not involve any actual or potential liability for the Client that exceeds the cost of acquiring the instrument;
- (d) it does not incorporate a clause, condition or trigger that could fundamentally alter the nature or risk of the investment or pay out profile, such as investments that incorporate a right to convert the instrument into a different investment;
- (e) it does not include any explicit or implicit exit charges that have the effect of making the investment illiquid even though there are technically frequent opportunities to dispose of, redeem or otherwise realise it;
- (f) adequately comprehensive information on its characteristics is publicly available and is likely to be readily understood so as to enable the average Retail Client to make an informed judgment as to whether to enter into a transaction in that instrument.

APPENDIX III: Definitions

In the MiFID Information Package only unless otherwise described already in the document, capitalised words shall have the following meaning.

“Affiliate” means, in relation to a legal person, any company or person who directly or indirectly controls or is controlled by the Bank or is under the common control with any other company or is a member of the same group of companies and for the purposes of this sub paragraph “control” (including the words “control”, “controlled” and “under the common control”) means the directed and or indirect holding of such position to direct or cause the direction of management or strategy of such company or person in any way.

“Broker” means a member of an Exchange and/or Clearing House as is instructed by the Bank (or by the Client in relation to a settlement only service(if such service is elected)) to enter into any Transaction on an Exchange and/or clear and/or settle the same; a Broker can also be an Intermediary.

“Clearing House” means any entity providing settlement, clearing or similar services for, or as part of, an Exchange.

“Client Questionnaire” means the questionnaire(s) to be filled in by the Client for the set up and/or establishment of a Client's MiFID Profile and/or as may provided in the Investment Services Agreement; as such questionnaire(s) may be requested by the Bank or subject to Applicable law may be required to be updated or revised from time to time.

Note: It is the Client's obligation of the Client to notify the Bank of any changes of his MiFID Profile.

“Dealing on Own Account” means trading against proprietary capital resulting in the conclusion of transactions in one or more financial instruments.

“Durable Medium” means any instrument which enables the Client to store information addressed personally to him/her in a way that makes it accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored.

“Environmentally Sustainable Investment” means “an investment in one or several economic activities that qualify as environmentally sustainable under the Taxonomy* regulation” – i.e. a investment in something considered “green under the EU's classification system” - *Article 2(1), Taxonomy Regulation – see:

<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32020R0852>

“Eurobank Group” means Eurobank S.A., Greece. (www.eurobank.gr) and its Affiliates or subsidiaries companies (from time to time) including the Bank.

“Exchange” means any exchange, market or association of dealers in any part of the world on or through which Investments, currencies or assets underlying, derived from or otherwise related directly or indirectly to Financial Instruments or currencies are bought and sold and includes any automated trading system administered by any such exchange, market or association.

“Execution Only Service” means the execution on behalf of client of orders being the processing of a Transaction or Order being executed by the Bank on behalf of a client to sell or buy financial instruments, upon the specific instructions of the Client where the Bank does not give advice on investments or relating to the merits of the transaction or of the Order.

“Execution Venue” includes a Regulated Market (RM), a Multilateral Trading Facility (MTF), an Organised Trading Facility (OTF), a Systematic Internaliser (SI), or a market maker or other liquidity provider or an entity that performs a similar function in a third country to the functions performed by any of the foregoing.

“Financial Instruments” means all instruments listed in Section 1.3.2 (as provided and listed in the Law). Subject to the Law, financial Instruments are divided into two categories: “**non-complex**” and “**complex**” products.

The following products are considered to be **non-complex** products for the purposes of the Law, which in summary include:

- (a) Shares admitted to trading on a Regulated Market or on an equivalent third- county market or on a MTF, where those shares in companies, and excluding shares in non-UCITS collective investment undertakings and shares that embedded a derivative;

- (b) Bonds or other forms of securitised debt admitted to trading on a Regulated Market or on an equivalent third-country market or on a MTF, excluding those that embed a derivative or incorporate a structure which makes it difficult for a customer to understand the risk involved;
- (c) Money-market instructions, excluding those that embed a derivative or incorporate a structure which makes it difficult for a customer to understand the risk involved;
- (d) Shares or units in UCITS, excluding structured UCITS (UCITS which provide investors, at certain predetermined dates, with algorithm-based payoffs that are linked to the performance, or to the realisation of price changes or other conditions, of financial assets indices or reference portfolios of UCITS with similar features);
- (e) Structured deposits, excluding those that incorporate a structure which makes it difficult for a customer to understand the risk of return or the cost of exiting the product.
- (f) other non-complex financial instruments, which:
 - (i) do not incorporate a clause, condition or trigger that could fundamentally alter the nature or risk of the Financial Instrument or pay-out profile. This would include for example Investments that incorporate a right to convert the instrument into a different Financial Instrument; or
 - (ii) do not include any explicit or implicit exit charges that have the effect of making the Investment illiquid even though technically frequent opportunities to dispose or redeem it would be possible; or
 - (iii) otherwise satisfy the criteria under article 57 of MiFID II Delegated Regulation.

All other products not included in the above-mentioned categories are considered as **complex products**.

“Greenwashing” that is, in particular, the practice of gaining an unfair competitive advantage by recommending a financial instrument as environmentally friendly or sustainable, when in fact that financial instrument does not meet basic environmental or other sustainability-related standards”

“Investment Advice” means the provision of personal recommendations to a Client, either upon Client’s request or at the Bank’s initiative in respect of one or more Transactions relating to Financial Instruments.

“Investment Services or Services” means any of the core services or ancillary services described in Part A: Section 2.2.2, provided by the Bank in relation to Financial Instruments as may be requested by the Client or as agreed and set out in the Investments Services Agreement.

“Investment Services Agreement” the written agreement or contract entered into between the Bank and a Client in relation to providing some or all the Services in respect of Financial Instruments, as elected by the Client.

“MiFID Profile” MiFID Profile defines an individual’s objective and/or investment preferences or understanding of Investment Services or Financial Instruments.

“Instruction” means any notice, demand, information, request or instruction (or any cancellation of any request or instruction) issued by the Client to the Bank or by a Client’s attorney or authorised signatory or authorised representative.

“Intermediary” means a company to which the Bank transmits Orders for execution and which either executes the Order received from the Bank on an Execution Venue or transmits the Order received from the Bank to another Intermediary for execution.

“KID” means Key Information Document issued pursuant to EU Packaged retail investment and insurance products Regulation (PRIIPs).

“KIID” means Key Investor Information Document a document that provides key information about investment funds obliged to be issued by a fund funds authorised under Undertakings for Collective Investment in Transferable Securities Directive (UCITS).

“Law or MiFID II Law” means the Luxembourg Law of 30 May 2018 on markets in financial instruments (MiFID II Law) which transposes into Luxembourg legislation MiFID II (as may be amended or replaced from time to time) and entered into force as from 4 June 2018.

“MiFID II” means the Directive 2014/65/EU on markets in financial instruments.

“MiFID II Delegated Regulation” means the Commission Delegated Regulation (EU) supplementing MiFID II as regards organisational requirements and operating conditions for investment firms and defined terms for the purposes of that Directive.

“Multilateral Trading Facility (MTF)” means a multilateral system, operated by an investment firm or a market operator, which brings together multiple third party buying and selling interests in Financial Instruments – in the system and in accordance with non-discretionary rules – in a way that results in a contract in accordance with MiFID II.

“Order” means any instruction received by the Bank from the Client or on behalf of a Client, or generated by the Bank on behalf of the Client, in relation to a Transaction.

“Organised Trading Facility (OTF)” means a multilateral system which is not a regulated market or an MTF and in which multiple third-party buying and selling interests in bonds, structured finance products, emission allowances or derivatives are able to interact in the system in a way that results in a contract in accordance with EU Directive 2014/65/EC (MiFID II).

“Over-the-counter (OTC)” or off-exchange means the trading which is done directly between two parties, without the supervision of an Exchange. It is contrasted with exchange trading, which occurs via Exchanges.

Per Se Professional Client” means a Client considered by the Bank to possess the experience and knowledge to make his own investment decisions and properly assess the risks that he incurs arising, based upon the Client falling into one of the categories set out by Law which in summary includes i.a.:

- (a) an entity required to be authorised or regulated to operate in the financial markets;
- (b) a large undertaking meeting two (2) of the following size requirements on a company basis:
 - (i) balance sheet total of EUR 20,000,000;
 - (ii) (net turnover of EUR 40,000,000;
 - (iii) own funds of EUR 2,000,000; or
- (c) a national or regional government, including a public body that manages public debt at national or regional level, a central bank, an international or supranational institution (such as the World Bank, the International Monetary Fund (IMF), the European Investment Bank (EIB)) or another similar international organisation; or another institutional investor whose main activity is to invest in Financial Instruments; and hence is not entitled to certain regulatory protections available to a Retail Client.

“Portfolio” means the portfolio of Financial Instruments maintained by the Client with the Bank pursuant to the General Investment Terms.

“Portfolio Management” means the management of a portfolio of one or more Financial Instruments with mandate given by a Client on a discretionary (Client – by –Client) basis.

“Portfolio Valuation” means the performance of the portfolio compared to the benchmark (if a benchmark has been specified) for the period the particular report refers to, as well as the confirmations of the transactions performed in the context of portfolio management for the specific time interval.

“Professional Client” means a Client who has been categorised by the Bank as Professional Client for the purposes of the Law, either on the basis of such Client being a Per Se Professional Client or an Elective Professional Client.

“Product” means a financial instrument or such investment product as may be qualified as such pursuant to PRIIPs Regulation.

“Reception and Transmission of Orders Service” means the reception of a purchase or sale Order from the Client and the immediate transmission of such Instructions or Order to the counterparty for execution.

“Reference Rate” means any of (i) CHF Reference Rate, (ii) EURIBOR, (iii) JPY Reference Rate (iv) SONIA, (v) USD LIBOR and (vi) SOFR, where:

- (i) **“CHF Reference Rate”** means the [ISDA CHF LIBOR Fallback Rate] published daily by Bloomberg Index Services Limited, or any authorized distributor of that reference rate.
- (ii) **“EURIBOR”** (Euro Interbank Offered Rate) means
 - a. the interest rate as displayed at 11:00 am Luxembourg time on REUTERS page (currently on page EURIBOR01) or on another electronic market information provider’s page, two (2) Banking Days prior to the commencement of the Interest Period to which it will apply and which is offered to the European interbank market for deposits in Euros and for a period equal in length to such Interest Period and calculated on the basis of a 360-day year. If Euribor, as announced at 11:00

am Luxembourg time on REUTERS page (currently on page EURIBOR01) or through another electronic market information provider, two (2) Banking Days prior to the commencement of the Interest Period to which it will apply and which is offered to the European interbank market for deposits in Euros for a period equal in length to such Interest Period, is below zero, Euribor shall be deemed to be zero.

In the event that an Interest Period is of a duration for which no Euribor is announced as per the previous paragraph, Euribor shall mean the interest rate determined by the Lender by using the method of simple linear interpolation [taking into account the interest rate applying to those time periods that are the closest to the length of such Interest Period, for which a Euribor, as per previous paragraph, is announced at 11:00 am Luxembourg time via REUTERS (currently on page EURIBOR01) or through another electronic market information provider (hereinafter, the “Closest Periods”)], two (2) Banking Days prior to the commencement of the Interest Period to which it will apply and calculated on the basis of a 360-day year. If, in relation to a Closest Period, Euribor as displayed at 11:00 am Luxembourg time on REUTERS page (currently on page EURIBOR01), or on another electronic market information provider page, two (2) Banking Days prior to the commencement of the Interest Period to which it will apply and offered to the European interbank market for deposits in Euros for a period equal in length to such Interest Period is below zero, for the purposes of the calculation of Euribor by the Lender in accordance with this paragraph, Euribor for such Closest Period shall be deemed to be zero.

- b. If no relevant interest rate is displayed on REUTERS page (currently on page EURIBOR01) or on another electronic market information provider page for the purposes of paragraph (i) above, the arithmetic mean of the rates (rounded upwards to four decimal places) quoted by the Reference Banks for deposits in Euros made to other banks in the European interbank market for a period equal in length to the Interest Period to which it will apply as determined by the Lender at 11:00 am (Luxembourg time), two (2) Banking Days prior to the commencement of the Interest Period to which it will apply and calculated on the basis of a 360-day year. If, in relation to a rate quoted by a Reference Bank under this paragraph (ii), such rate is below zero, for the purposes the calculation by the Lender of the arithmetic mean of the quoted rate, such rate shall be deemed to be zero.
- (iii) **“JPY Reference Rate”** means the [ISDA JPY LIBOR Fallback Rate] published daily by Bloomberg Index Services Limited, or any authorized distributor of that reference rate.
- (iv) **“SONIA”** (Sterling Overnight Index Average) means the 1, 3, 6 or 12 months ICE Term SONIA Reference Rate (TSRR) published daily by the ICE Benchmark Administration (IBA) on <https://www.theice.com/iba/rfr-portal>, or any authorized distributor of that reference rate; or if no such display rate is then available for the required period and that a Rate Replacement Event has not occurred, the [ISDA GBP LIBOR Fallback Rate] published by Bloomberg Index Services Limited. For the purpose of this definition, “required period” means an Interest Period.
- (v) **“USD LIBOR”** (London Interbank Offered Rate) in relation to the Loan, a Tranche or any unpaid sum, USD Libor means the rate determined by the Bank to be either:
 - a. the arithmetic mean of the offered quotations for deposits in US Dollars for the required period which appear on the relevant page of the Telerate screen which displays British Bankers Association Interest Settlement Rates for deposits in US Dollars (or, if no quotations are displayed, such other page or service which displays London Interbank Offered Rates of prime banks) as at 11:00 a.m. (London time) on the Quotation Date for such period; or
 - b. if no such display rate is then available for the required period in US Dollars and that a Rate Replacement Event has not occurred, the arithmetic mean of the respective rates notified to the Bank by each of the Reference Banks as the rate at which it is offered deposits in the relevant currency for the required period by prime banks in the London Interbank Market at 11:00 a.m. (London time) on the Quotation Date for such period; and for the purpose of this definition, “required period” means an Interest Period.
- (vi) **“SOFR”** means the secured overnight financing rate (SOFR) administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published (before any correction, recalculation or republication by the administrator) by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate);

“Regulated Market (RM)” means a multilateral system operated and/or managed by a market operator, which brings together or facilitates the bringing together of multiple third-party buying and selling interests in Financial Instruments – in the system and in accordance with its non-discretionary rules – in a way that results in a contract, in respect of the Financial Instruments admitted to trading under its rules and/or systems, and which is authorised and functions regularly and in accordance with EU Directive 2014/65/EC (MiFID II).

“Regulator or Competent Authority” means each of any competent regulatory authority to which the Bank or Eurobank Group is subject to its supervision in any jurisdiction.

“Retail Client” means a client who is not a Professional Client (Per Se Professional Client or Elective Professional Client).

“Sustainability Factors” mean environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters;

“Sustainable Financial Instrument” means a financial instrument which has been classified by its producer or issuer, in part or in whole, as an “environmentally sustainable investment” within the meaning of Article 2(1) of the Regulation (EU) 2020/852 or a Sustainable Investment;

“Sustainable Investment” means an investment in an economic activity that contributes to an environmental objective, as measured, for example, by key resource efficiency indicators on the use of energy, renewable energy, raw materials, water and land, on the production of waste, and greenhouse gas emissions, or on its impact on biodiversity and the circular economy, or an investment in an economic activity that contributes to a social objective, in particular an investment that contributes to tackling inequality or that fosters social cohesion, social integration and labour relations, or an investment in human capital or economically or socially disadvantaged communities, provided that such investments do not significantly harm any of those objectives and that the investee companies follow good governance practices, in particular with respect to sound management structures, employee relations, remuneration of staff and tax compliance;

“Sustainability Preferences” means a Client’s choice as to whether and/or to what extent, one or more of the following Financial Instruments shall be integrated into its investment:

- (a) a Financial Instrument for which the Client determines that a minimum proportion shall be invested in environmentally sustainable investments as defined in Article 2, point (1), of Regulation (EU) 2020/852;
- (b) a Financial Instrument for which the Client determines that a minimum proportion shall be invested in Sustainable Investments;
- (c) a Financial Instrument that considers principal adverse impacts on Sustainability Factors where qualitative or quantitative elements demonstrating that consideration are determined by the Client;

“Systemic Internaliser (SI)” means an investment firm which, on an organised, frequent systematic and substantial basis, deals on own account when executing client orders outside an RM, an MTF or an OTF without operating a multilateral system.

“Tax or Taxes” means any tax, levy, duty or other charge or withholding of a similar nature in any jurisdiction (including any penalty or interest payable in connection with failure to pay or any delay in paying of the same).

“Transaction” means an Order which a Client gives to the Bank for the purchase or sale of a Financial Instrument, or any other transaction entered into between the Bank and the Client which is either executed or received and transmitted by the Bank under the terms of the Investment Services Agreement, including when an Order, request for quote or other communications or actions in connection with a potential Transaction or Service in relation to Financial Instruments, has not yet resulted or did not result in the full or partial execution or transmission of the order or request for quote, for any reason, including Client’s withdrawal or cancellation of his request or Order.

APPENDIX IV: LINKS ON INFORMATION / GUIDES REGARDING THE USE OF THE ELECTRONIC PLATFORM

A separate application is to be provided to Clients for gaining access to Bank's Electronic Platform. The below links contain information material/guides in case of use of Bank's Electronic Platform.

A. Bank's Electronic Platform – Instructions for the completion of Questionnaires

1.1 INFORMATION FOR COMPLETION OF THE QUESTIONNAIRE

1.1.A. Knowledge & Experience / Appropriateness Questionnaire (Client MiFID Questionnaire)

The Client MiFID Questionnaire must be completed separately by persons having trading rights on each portfolio and by each authorised representative/attorney with trading rights for legal person clients.

Please refer to section 1.7.1 hereto regarding the description of 'Main Decision Maker' assigned for joint individuals, in relation to trading rights.

This questionnaire is used:

- either on its own for the purposes of **Appropriateness Test** in relation to the Services of **Reception and Transmission** of orders (in relation to one or more Financial Instruments) and/or **Execution** of orders on behalf of Clients
- or in combination with an 'Investor Profile Questionnaire' (Suitability Questionnaire) that is required to be completed by the Applicant/Client for the purposes of (and as part of) Suitability Assessment, as described in the MiFID Information Package, for assessing the Knowledge and Experience of a Representative/Attorney of the Applicant/Client, when the Investment Advice and/or Portfolio Management Services are offered/to be offered by the Bank.

It is clarified that when the Bank provides Services in relation to Complex Financial Instruments (see Note 1 below), **other than** Investment Advice or Portfolio Management, the Bank is under an obligation to require that the Client/Applicant provides the Bank with specific information to enable the Bank to assess whether the Service or Financial Instruments (product) is/are appropriate for the Client/Applicant. However, an exemption from this obligation applies where the Bank provides execution Service or the Reception and Transmission of orders Service (i.e. for Execution only Services without Advice or Portfolio Management), for the cases where the Bank is not providing credits and loans (other than existing credit limits, overdrafts and current accounts) and provided that ALL of the following conditions are met:

- (a) the Service relates to a Non-Complex Financial Instrument (see Note 1 below);
- (b) the Service is provided at the initiative of the Client/Applicant;
- (c) the Client/Applicant has been informed that the Bank is not under an obligation to carry out an appropriateness assessment and therefore the Client/Applicant does not benefit from the corresponding protection of the relevant conduct of business rules;
- (d) that the Bank has complied with its obligations regarding conflicts of interest.

In addition, there is a different treatment for 'Professional Clients as described in the MiFID Information Package.

Note 1:

All Financial Instruments that do not fulfil the criteria of 'Non-Complex Financial Instruments' as described/clarified under the corresponding sub-section (on non-complex financial instruments) of the definition for 'Financial Instruments' of Appendix III hereto, will be considered as Complex Financial Instruments.

1.1.B. Suitability Assessment – Questionnaires required

The suitability assessment is carried out by the Bank when providing Investment Advice or Portfolio Management.

For the purposes of the suitability assessment, the Bank is required to obtain the **necessary information** regarding the Applicant/Client's knowledge and experience in the investment field relevant to the specific type of Financial Instrument or Service, that Applicant's/Client's financial situation including its ability to bear losses and its investment objectives including risk tolerance and sustainability preferences, so as to enable the Bank to recommend the Service and Financial Instruments that are suitable for the Applicant/Client (and in particular are in accordance with its risk tolerance and ability to bear losses and sustainability preferences).

The **following questionnaires** are required when the Investment Advice and/or Portfolio Management Services are offered/to be offered by the Bank.

B1. Knowledge & Experience / Appropriateness Questionnaire ('Client MiFID Questionnaire')

The **Client MiFID Questionnaire (Knowledge & Experience/Appropriateness questionnaire)** referred to under section A above, must also be completed when the Investment Advice and/or Portfolio Management Services are offered/to be offered by the Bank by:

- sole individuals (and their assigned attorneys who have trading rights) and
- the Main Decision Maker for joint portfolios (and their assigned attorneys who have trading rights)
- separately by each authorised representative/attorney with trading rights for legal person clients.

This **Client MiFID questionnaire** is used in combination with an 'Investor Profile Questionnaire' (and where applicable its supplemental 'Sustainability Preferences Questionnaire') that is required to be completed by the Applicant/Client for the purposes of (and as part of) the Suitability Assessment as described in the MiFID Information Package. The aforesaid Client MiFID Questionnaire is used for assessing the Knowledge and Experience part (of the suitability assessment) for each 'financial instrument type, of a Representative/Attorney and/or of the Applicant/Client, when the Investment Advice and/or Portfolio Management Services are offered/to be offered by the Bank.

B2. 'Investor Profile Questionnaire' (or IP Questionnaire) (including the supplemental 'Sustainability Preferences Questionnaire' where applicable)

For each Client portfolio with the Bank, an 'Investor Profile Questionnaire' is maintained by the Bank, as follows:

- For Legal Entity Clients, one Risk Profile Questionnaire is completed **by the 'Main Decision Maker'** on behalf of the Client (i.e. the person which the board of directors of the Legal Entity Client appoints as the person who is able to represent them, by granting to such person a power of attorney/authorisation (where required by the Bank)).
- For Joint Individual Client, one Risk Profile Questionnaire is completed by the **'Main Decision Maker'**, on behalf of all the co-holders.
- For cases with Authorised Representatives/Attorneys (properly nominated by the Client): Where the Applicant/Client is:
 - a natural person represented by another natural person or
 - a legal person
 having requested treatment as a Professional Client, the financial situation and the investment objectives shall be those of the legal person or in relation to the natural person, the underlying Applicant/Client rather than the authorised representative. The knowledge and experience shall be that of the authorised representative of the natural person or the person authorised by a legal person to carry out transactions on behalf of the underlying Applicant/Client.

Therefore, when the Bank is requested to provide Services, which include Investment Advice and/or Portfolio Management, **the Investor Profile Questionnaire** (and where applicable its supplemental 'Sustainability Preferences Questionnaire') together with the relevant **Client MiFID Questionnaire(s)** are used by the Bank for the purposes of **'Suitability Assessment'**, as (as applicable based on the above clarifications and as per information included this MiFID Information Package and in the Bank's General Terms for Investment Services).

Please refer to section 1.7.1. hereto regarding more details on the 'Main Decision Maker' and on Bank's website (Wealth tab) regarding Bank's Sustainability Preferences Explanatory Document, or contact your Relationship Manager for more information.

1.2. SCORING METHODOLOGY AND INVESTOR RISK PROFILE CLASSIFICATION INDICATIVE DESCRIPTION

APPROPRIATENESS (Knowledge and Experience) ASSESSMENT:

The Bank has a scoring methodology for the Client MiFID Questionnaire, so as to derive to one out of the following 3 possible results **for each of the "financial instrument type"** listed below (which is flagged accordingly in Wealth Portal's Client dashboard):

Client Knowledge and Experience result (per product type)	
- wording that appears on TPA when hovering over the below icons:	
	Have knowledge, but no experience
	Have knowledge and experience
	No knowledge, no experience

That is, there are 3 outcomes which are mapped to **3 levels (L)** of Knowledge & Experience (K&E), as follows:

L1=No K+E
L2=Have K/No E
L3=Have K+E

A.1. 'FINANCIAL INSTRUMENT' TYPE (being assessed via the Client MiFID Questionnaire):

- 1) **Common BONDS:** It includes Non-Complex Bonds /Debt Securities – e.g. Bonds that are not included in the list of Complex financial instruments of Paragraph 1.2.above
- 2) **UCITs MUTUAL FUNDS (non-structured):** It includes Mutual Funds that are UCITS without derivatives (i.e. mutual funds) – including Money Market Instruments (Money Market Funds, cash and cash equivalent products)
- 3) **FOREX:** means Spot Foreign Exchange deals
- 4) **Common STOCKS:** It includes Non-Complex Shares– i.e. Equities/ETFs that are not included in the list of Complex financial instruments of Paragraph 1.2.above
- 5) **Equities/Bonds with embedded Derivatives:** It includes Other Any of the above financial instruments embedding derivatives - e.g. Callable Bonds, Warrants, Structured UCITs or leveraged **ETFs** or that is included in the list of Complex Financial Instruments
- 6) **Derivatives and/or Commodity Derivatives:** It includes Futures, Forwards, Options, Swaps, Precious Metals accounts (eg. where there is an option with an underlying Commodity Derivative)
- 7) **Dual Currency Investments (DCIs):** It includes Structured Deposits
- 8) **Other Structured Notes and/or Structured Products (other than DCIs):** It includes Tier 1 and Perpetual Notes, Reverse Convertibles
- 9) **Commodities (incl. Precious Metals in physical form):** It includes Commodities in Physical form

SUITABILITY ASSESSMENT:

Scores for the answers in the questionnaire range from 0 to 80 points on the questions included thereon. Each question carries a weighting according to the table below. Total scoring is computed by multiplying the score of the answers in each question with the relative weighting per question and by summing all outcomes. The total scoring is compared with the scoring table to categorize the risk profile of the Client.

** For 'Professional 'Clients the Bank assumptions, regarding knowledge and experience (Market Engagement) and financials, please refer to item i. under Section A of the Investor Profile questionnaire.

CORPORATE / INDIVIDUAL CLIENTS				
	Question	Max. Score	Weight	Total Score
FINANCIALS	QUESTION 1		0%	
	QUESTION 2		2%	
	QUESTION 3		10%	
	QUESTION 4		10%	
RISK OBJECTIVE	QUESTION 5		12%	
	QUESTION 6		12%	
	QUESTION 7		4%	
	QUESTION 8		10%	
RISK TOLERANCE	QUESTION 9		10%	
	QUESTION 10		6%	
	QUESTION 11		10%	
	QUESTION 12		7%	
	QUESTION 13		7%	
			100%	

Scoring Table for categorization of Client to an Investor Risk Profile:

Profile	Traditional	Conservative	Balanced	Growth	Dynamic
Score	5.20 - 24.99	25.00 – 37.99	38.00 – 50.99	51.00 – 59.99	≥ 60.00

*Important notice on consistency rules applied– regarding client responses on Investor Profile Questionnaire

In order to ensure that your Risk Tolerance answers in the Risk Attitude section (questions 10-14) are compatible with your objectives (answer to question 10-14), consistency checks are applied using the rules shown below. **If these consistency**

checks fail and the service of Advisory and/or Portfolio Management is offered/to be offered to the Client/Applicant, the signed Client Investment Profile questionnaire will not be accepted by the Bank.

Therefore, the possible combinations of answers that will be accepted, for the below questions, as compatible with a particular Risk Profile Classification (acronyms shown at the bottom), are the following:

	1 st sub-question	2 nd sub-question	3 rd sub-question	4 th sub-question
Question 5	T/C	C/B	B/G	G/D
Question 6	T/C	C/B	B/G	G/D
Question 8	T/C	C/B	B/G	G/D
Question 9	T/C	C/B	B/G	G/D
Question 11	T/C	T/C	n/a	

A Client cannot give a combination of answers to questions 10-14 that is not compatible with a particular Risk Profile Classification (Traditional or Conservative or Balanced or Growth or Dynamic). **If an inconsistency is identified, the signed Investor Profile questionnaire will not be accepted by our Bank.**

1.3. INVESTOR RISK PROFILE - CLASSIFICATION AND INVESTMENT STRATEGIES

Risk Level Classification Table:

Score Result	Investor Risk Profile:	DPMS – Discretionary Service Portfolio Strategy risk level	INVESTMENT ADVICE SERVICE: Strategies risk level (see further details on the table below)
up to 24.99	Traditional (IRP=1)	1	1
25.00 – 37.99	Conservative (IRP=2)	2	2
38.00 - 50.99	Balanced (IRP=3)	3	3
51.00 - 59.99	Growth (IRP=4)	4	4
60.00 or more	Dynamic (IRP=5)	5	5

Advisory Service: Product / Strategies Risk level	Client Strategy	Investor Risk Profile	Indicative sample of Products in the investment strategy universe / Sample of Risks
1	Security and Capital preservation Profile only (allowing only certain Money Market & Mutual Funds of limited risk)	Traditional	Products: Banking deposits, Money Market Funds and Mutual Funds and/or money market funds. Risks: Credit risk, Default risk of the underlying Money Market fund and/or Mutual Fund Issuer;
2	Security and Capital preservation Profile only	Conservative	Products: Money Market Funds. Risks: Default risk of the underlying Money Market fund Issuer.
	Income Profile with limited risk	Conservative	Products: Grade Government and Corporate Bonds. Mutual Funds investing in Investment grade bonds and/or money market funds. Risks: Relatively low bond price variation. Default risk of the underlying Money Market fund and/or Mutual Fund, and/or Bond Issuers.
	Currency Diversification Profile	Conservative	Products: All above plus FX conversion to G7 currencies (if applicable per relevant Banks product assortment). Risks: Relatively low bond price variation. Default risk of the underlying Money Market fund and/or Mutual Fund, and/or Bond Issuers. FX risk.

	Investments in Capital Markets with Capital Preservation Profile	Conservative	Products: All above plus Listed mid and large cap equities, mutual funds and relevant ETFs, FX on G7 currencies, commodities (as applicable per relevant Banks product assortment). A typical allocation would be a minimum of 20% in cash and a total of less than 35% in high risk assets (Equities, non-Investment grade Bonds and Commodities/alternatives). Risks: Exposed to risks from all asset classes. Risk is controlled by size of exposure to different investment categories.
3	Balanced Investments in Capital Markets	Balanced	Products: All above plus a typical allocation that would be less than 60% in equities, non-Investment Grade Bonds, and Commodities/Alternatives, where the Equity exposure is up to 55%. Risks: Exposed to risks from all asset classes. Risk is controlled by size of exposure to different investment categories.
4	Aggressive Investments in Capital Markets	Growth	Products: All above plus allocation can vary dynamically and allow for high exposure to any asset class without limitations. Risks: Exposed to risks from all asset classes.
5	Aggressive investments in Capital Markets with leverage	Dynamic	It is treated as 4 above, where there are no products to be offered (per Bank's products assortment) under this risk level. Products: All products described above, plus leveraged products and/or derivatives. Risks: Exposed to risks from all asset classes and to additional risks beyond initial capital, due to the leverage.

1.4. Discretionary Management Service – Investment strategies (DPMS)

Risk Profiles (per Client IP questionnaire outcome)	DPMS Strategy risk level	Investment strategy selected (Investment Objectives)
Traditional	1	Liquidity Plus
Conservative	2	Moderate Bond - Fixed Income
Conservative	2	Defensive
Balanced	3	Flexible
Growth	4	Growth
Dynamic	5	Dynamic
Bespoke	TBA (tailor made to match Client's risk profile)	Bespoke (tailor made to match Client's risk profile)

1.5. Investment advice service - Investment strategies

Private Banking Clients - Investment Profiles

Investment Profile	Investment Strategy	Currency	Investment Strategy Full Name
Traditional	ERB_IP_TAPBGLL1EU	EUR	Traditional A ADV PB EUR Gen Low-L1
Traditional	ERB_IP_TBPGGLL1US	USD	Traditional B ADV PB USD Gen Low-L1
Conservative	ERB_IP_CDPBGLU1EU	EUR	Conservative D ADV PB EUR Gen Low-U1
Conservative	ERB_IP_CEPBGLU1US	USD	Conservative E ADV PB USD Gen Low-U1
Balanced	ERB_IP_BEPBGMM1EU	EUR	Balanced E ADV PB EUR Gen Medium-M1
Balanced	ERB_IP_BFPBGMM1US	USD	Balanced F ADV PB USD Gen Medium-M1
Growth	ERB_IP_GAPBGHL1EU	EUR	Growth A ADV PB EUR Generic High-L1
Growth	ERB_IP_GBPBGHL1US	USD	Growth B ADV PB USD Gen High-L1
Dynamic	ERB_IP_DAPBGHU1EU	EUR	Dynamic A ADV PB EUR Gen High-U1
Dynamic	ERB_IP_DBPGHU1US	USD	Dynamic B ADV PB USD Gen High-U1

Institutional Clients - Investment Profiles

Investment Profile	Investment Strategy	Currency	Investment Strategy Full Name
Traditional	ERB_IP_TCINGLL1EU	EUR	Traditional C ADV Inst EUR Gen Low-L1
Conservative	ERB_IP_CFINGLU1EU	EUR	Conservative F ADV Inst EUR Gen Low-U1
Balanced	ERB_IP_BGINGMM1EU	EUR	Balanced G ADV Inst EUR Gen Medium-M1

B. Bank's Electronic Platform – Clarifications/Information on 'Investment Advice service'
1. Investment Universe (for strategies under investment advice service)

Bank's investment advice service is based on a restricted products' universe that includes carefully selected financial instruments, applying appropriate product governance rules and controls per relevant regulatory requirements. These instruments are selected to match different investor risk profiles and the assigned investment strategy per portfolio. Below is a summary of the potential types of instruments that may be available under investment advice service, subject to Client's investor risk profile and the agreed Investment Strategy:

1. **Mutual Funds:** The Bank includes mutual funds selected based on their performance history, cost structure and overall risk profile. The Bank uses both quantitative and qualitative analysis to ensure that the mutual funds in Bank's universe are suitable for investors.
2. **ETFs:** The Bank's universe includes Exchange Traded Funds (ETFs) that trade on major U.S. and European exchanges. The Bank selects ETFs based on factors such as liquidity, expense ratios, tracking methods and assets under management (AuM). These ETFs provide diversified exposure to various markets and sectors and they are selected for their efficiency and low cost, ensuring that clients can access broad market trends without high transaction fees.
3. **Stocks:** The Bank offers access to stocks traded on leading U.S. and European exchanges. The stocks in Bank's universe are screened using Bank's internal stock selection methodology, which includes analysis of company fundamentals, such as market capitalization, analysts' ratings and expected returns. The Bank aims to include stocks that are aligned with the client's risk tolerance and investment objectives.
4. **Bonds:** The Bank's bond universe comprises government and corporate bonds that are highly liquid and traded on major exchanges. The bonds are selected based on their credit ratings, yields, liquidity and other relevant factors such as maturity and sector. The Bank's bond selection methodology ensures that the Bank only offers bonds that provide a balance between yield potential and credit risk.

2. Assessment of Cost and Complexity of equivalent products (for investment advice service)

The Bank's investment procedure employs portfolio strategies that are built upon internal model portfolios and recommended lists. The assessment of cost and complexity for 'equivalent' products is integrated into the instrument selection methodologies outlined below and is approved centrally at the Investment Committee level.

- **Mutual Fund Selection:** The Bank selects mutual funds that are highly ranked based on Bank's internal mutual fund scoring methodology. This methodology uses a variety of variables to score and rank each fund relative to its peers, incorporating both quantitative and qualitative analyses. Key quantitative factors include historical performance, historical volatility and maximum drawdown, ongoing costs, fund flows and ESG characteristics (as applicable).

- **ETF Selection:** The Bank selects ETFs that are highly ranked using Bank's internal ETF scoring methodology. The selected ETFs are evaluated based on variables such as assets under management (AuM), liquidity, replication method, ESG characteristics and expense ratio.
- **Single Stock Selection:** Single stock instruments are selected based on the Bank's stock screening methodology, which ranks stocks using variables such as recent analysts' ratings, outlook, market capitalization, expected return, price-to-earnings (P/E) ratio and dividend yield.
- **Single Bond Selection:** The Bank selects single bond instruments based on the Bank's bond screening methodology. Bonds are evaluated using variables such as recent credit ratings, outlook, expected yield, liquidity, issue size, maturity, duration, and sector. The relative assessment seeks to select bonds that offer an attractive yield relative to their credit, interest rate and liquidity risks.
- **Other Product Categories (e.g., Structured Products):** For categories such as structured products, there are no equivalent products to compare for cost and complexity. In these cases, the product is assessed individually during the switching process.

Exception Handling: Any instrument not covered by the selection methodologies must be exceptionally approved by the Investment Committee with a clear rationale provided.

Any recommendation for specific products is always subject to the suitability assessment conducted by the Bank.

C. Warning messages & other information relating to the use of the Bank's dedicated Electronic Platform (Wealth Portal)

Please refer to the Bank's '**Wealth Portal Client User Guide**' provided by your Relationship Manager for information regarding the Wealth Portal.