

Important Customer Information (document collection)

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A. General Terms and Conditions

1. Purpose and scope

The following General Terms and Conditions apply to the business relationship between the customer and ZEUS Anstalt für Vermögensverwaltung (hereinafter referred to as the "Company", or "Asset Management Company", or "ZEUS") unless otherwise agreed. For better understanding and readability, the company avoids masculine and feminine replications.

2. Lack of capacity to act

The customer shall bear any damages arising from the inability of his person or third parties authorized to represent him to act on his behalf, unless the company has been notified in writing of such damages and proof thereof has been provided. The company is not obliged to clarify the legal capacity of the customer or third parties authorized to represent the customer.

3. Communications from the Company

The company's notices shall be deemed to have been duly and validly given if they have been sent in accordance with the client's latest instructions or, in derogation thereof, for the client's protection. The date of dispatch shall be the date of the copy or dispatch list in the possession of the company.

4. Dormant accounts / client relationships

The customer is obliged to take measures to avoid dormancy and to contact the company with any questions regarding dormancy. The company reserves the right to charge expenses for its expenses in this regard, as well as the costs of investigations into an existing power of attorney directly to the customer's account. Dormant business relationships can also be terminated by the company without notice at its discretion by delivering the termination notice by post to the last address provided by the customer.

5. Obtaining customer information and notifications from the customer

In order to provide its services, the company must obtain various information from the client, for example, on his knowledge and experience with financial instruments, its financial circumstances and its investment objectives, MiFID requirements or the fulfilment of due diligence obligations. It is in the interest of the customer to provide the company with this information, as otherwise the provision of services by the company will be impossible. It is also important that the infor-

mation provided by the customer does not contain any inaccuracies. This is because the client information serves to act in the best interests of the client, i.e. to recommend to the client asset management or financial instruments that are suitable for him. Complete and truthful information from the customer therefore is essential.

If the company has to provide the customer with information (e.g. information on costs) or documents (e.g. PRIIP KID) before executing orders, requires further information or instructions and cannot reach the customer, either because the customer does not wish to be contacted by the company or because he cannot be reached at short notice, the company reserves the right in case of doubt not to execute the order for the protection of the customer. In such cases, the company shall not be liable for orders not executed on time and for damages (in particular due to exchange rate losses or lost exchange rate gains).

The company is entitled to rely on the accuracy of the information obtained from the customer unless it is obvious or should be obvious that the information is out of date, incorrect or incomplete. The customer is obliged to notify the company in writing if the information provided by him to the company, such as name, address, domicile, nationality, tax domicile, etc., should change. Within the framework of an ongoing business relationship, the customer is obliged to update his details regularly at the company's request.

6. Transmission error

Any damage resulting from the use of post, telephone, fax, e-mail, other electronic or non-electronic means of transmission or transport - in particular, due to loss, delay, misunderstandings, mutilation or duplicates - shall be borne by the customer, unless gross negligence by the company can be detected.

7. Conversation recordings

The company has the right - and in some cases, a legal obligation - to record telephone conversations. The company may store other electronic communications such as e-mail, fax, etc. The recordings of conversations or stored communication can be used as evidence. They are kept in accordance with the legal requirements.

8. Execution of orders

The company is liable for defective, in particular, late execution or non-execution of orders at the most for the timely payment of interest, unless the customer has been explicitly informed in writing of the risk of further damage in an individual case. In any case, the customer bears the risk of an unclearly formulated, incomplete or faulty order. The company cannot be held liable for non-execution or delays in the execution of orders in connection with the fulfilment of legal obligations (in particular under the Due Diligence Act) or economic sanctions. Finally, the company is not obliged to execute orders which have been

placed using electronic means unless a special agreement to this effect has been made. In the case of orders for investments abroad or for transactions concerning financial instruments, Section 24 of the General Terms and Conditions (obligation and release of confidentiality) must also be observed, and the company may possibly combine client orders and forward them for execution as a collective order. If this collective order is executed at different prices, the company will make the allocation to the individual customer securities accounts at average values. This makes it unlikely, but possible, that the affected customers will be disadvantaged.

For further details, see also the comments stated at point B (Execution Policy).

9. Objection

Complaints by the customer regarding defective, late or non-execution of orders of any kind or complaints regarding the company's reporting and accounting, which the customer periodically receives, as well as with regard to other communication and actions of the company, shall be made as soon as the customer becomes aware of them or immediately upon receipt of the relevant information, but at the latest within the period set by the company. In the absence of a notice expected by the Company, the complaint shall be made immediately when the notice should have been received by the customer in the normal course of mail. In the event of later complaints, the customer shall bear the resulting damage. The company's reports and accountings are deemed to be accurate, with the approval of all items presented therein, unless the client objects in writing within one month. See also point 33 GTC (complaint questionnaire).

10. Client contract with more than one person

A contract with the company can be concluded jointly by several persons. In such cases, the rights arising from the contract shall be exercised collectively by all persons, unless otherwise stipulated in separate agreements. All customers are jointly and severally liable for any claims the company may have against one of them.

11. Customer classification

We would like to inform you that we classify you as a non-professional client, unless otherwise stated in the asset management contract, because it allows you to enjoy the highest level of protection. Downgrading to a lower level of protection is possible on request, provided the criteria for such a downgrade are met. On request, we will explain the requirements and check for possible approval.

12. Customer reporting

The asset management company will generally ensure that a periodic statement of the asset management services is submitted each quarter. Each year, the reporting includes an updated explanation of how the asset management has been aligned with the client's preferences, objectives and other characteristics. Within the scope of asset management, the company will provide you with a loss threshold report if the total value of the portfolio falls by at least 10% between the beginning of a calendar year and the valuation date. Monthly statements on your custody accounts are usually provided by

the custodian bank in accordance with the shipping method you have chosen. Should you have any requests for changes, please inform us in writing. If you, as a client, wish to receive individual securities transaction statements or wish to receive copies of all bank transaction documents directly from the bank, this will be noted accordingly at your custodian bank.

13. Measures for the protection of client assets

The asset management company only provides asset management services. The securities accounts of customers are managed by external custodians. The asset management company does not itself hold any financial instruments of the clients in custody. Therefore, measures to separate client funds from funds of the asset management company are not necessary.

14. Benchmarks

In order to present asset management services transparently, we can use a so-called benchmark as a valuation method. The benchmark differs for the respective client portfolios and is determined according to the investment objective and strategy. In the case of individually compiled portfolios and the customer's special wishes for the investment strategy, the benchmark is agreed individually with the customer or a benchmark is dispensed with. You will find the benchmark in the Asset Management Contract in the description of the investment strategy in case agreed and applicable.

15. Asset management goals

The asset management company will agree with you on the asset management objectives and the level of risk to be taken into account when exercising the discretionary power of the manager as well as any specific limitations of this discretion. These guidelines and agreements are regulated in the asset management contract and client profile.

16. Valuation of financial instruments

The asset management company uses the following valuation criteria to value the financial instruments held in the client portfolio:

- Investment funds are always valued at the unit prices published by the respective fund company.
- Listed securities are calculated at the prices of the execution venue or the most liquid market.
- If no stock market price is available for financial instruments, the company will determine the fair value by applying general valuation principles.

The financial instruments in the customer portfolio are valued at the latest at the agreed reporting dates

17. Information on financial instruments

According to the Liechtenstein Asset Management Act (VVG), clients and potential clients must be provided with appropriate information on financial instruments. This information shall contain a sufficiently detailed general description of the nature and risks of the financial instruments to enable the client to make investment decisions on a sufficiently informed basis.

All of this information can be found in the Liechtenstein Bankers Association brochure on "risks in securities transactions",



which contains all the necessary information on financial instruments. If we have not yet sent you this brochure, you can download it from our homepage: www.zeus-management.li.

18. Risks and price fluctuations of securities

Securities transactions are subject to special risks due to the specific structure of the individual financial instruments. In particular, the following risks should be mentioned:

- Risk of price change/ risk of declining share prices
- Credit risk / default risk / risk of insolvency of the issuer
- Risk of total loss

The securities price is subject to fluctuations on the financial market over which the asset management company and/or the custodian bank have no influence. Therefore, the securities transaction cannot be revoked. Past earnings (e.g. interest, dividends) and value increases are no indicator of future earnings or value increases.

19. Fees and other charges

The company is entitled to debit asset management and investment advisory fees directly from the client's account in the event of any existing power of attorney. The company may also charge additional expenses for extraordinary efforts and costs (e.g. in connection with compliance investigations, administrative assistance, legal assistance, disclosure and other proceedings and investigations as well as extraordinary investigations).

The fees for asset management are regulated in the asset management agreement and can be found there. In addition, the customer may incur further costs and taxes which are not included in the total remuneration and which will be charged in addition.

The method of payment shall be by direct debit from the investor's asset management account by means of the direct debit procedure. The customer therefore has the right to object.

20. Dealing with conflicts of interest

The principles for dealing with conflicts of interest are set out in this document, see point C (Conflict of Interest Policy).

21. Granting and acceptance of benefits

The company does not accept monetary benefits from third parties. The company reserves the right to allow grants to third parties for the acquisition of customers and/or the provision of services, provided that they improve the quality of the service. As a rule, the assessment basis for such benefits is the asset management or investment advisory fees charged to the client or the volume of assets brokered. These benefits are not additional costs for the customers, but are paid from the company's income. If monetary benefits are granted to the company, the company will either avoid or prevent this or e.g. in the case of portfolio commissions, have them reimbursed to the customer as soon as reasonably possible after receipt and in full directly by the custodian bank.

Any insignificant non-monetary benefits (e.g. market analyses, training for certain financial products, catering during training courses and similar) remain with the company, provided that

these benefits contribute to improving the quality of the service for the customer and are reasonable and proportionate in terms of their scope and nature. If the customer does not request any further details before the service is provided or if the customer obtains the service after obtaining further details, the customer waives any claim for restitution within the meaning of § 100g ABGB. For further details, see also the comments under point C (Conflict of Interest Policy).

22. Taxation related and general legal aspects

The customer is responsible for the ordinary taxation of his assets and the income generated from them in accordance with the regulations applicable at his tax domicile. He is responsible for compliance with any applicable regulatory and legal requirements (including tax laws) and he will comply with such requirements at all times. The advice or information provided by the company does not, subject to specific provisions or agreements, relate to the tax consequences of investments for the client or to the client's tax situation in general; in particular, the company shall not be liable for the tax consequences of recommended investments.

23. Data processing, outsourcing and data protection

Within the scope of processing and maintaining customer relations, the processing and use of personal data, transaction data and other data relating to the business relationship of the customer (hereinafter referred to as "customer data") by the company is required. Customer data includes all information as described in point D (data protection declaration). The company is entitled to outsource business areas (e.g. information technology, maintenance and operation of IT systems, printing and mailing of documents, compliance function, risk management function, internal audit, due diligence officer, investigator) in whole or in part to selected contractual partners (hereinafter referred to as "outsourcing partners") without the express written consent of the customer. The company may have individual services provided by selected contractual partners (hereinafter referred to as "service providers"). To this end, the company is entitled to disclose the customer data, outsourcing partners and service providers required for this purpose.

The customer also acknowledges and accepts that customer data in connection with the administration and maintenance of the business relationship may be disclosed within the company and processed (in particular electronically) by the employees of the company nationally and abroad. The disclosure of customer data to the respective outsourcing partner or service provider is always carried out within the framework of legal, regulatory and data protection regulations. The company takes appropriate technical and organisational measures to guarantee the confidentiality of the data. For further details, see the explanations under point D (data protection declaration).

24. Obligation to and release of secrecy and disclosure of customer data

The members of the company's bodies, employees and agents are subject to the obligation to maintain secrecy, data protection and other professional secrets (hereinafter referred to as "secrecy") for an unlimited period of time on the basis of legal provisions governing the obligation to maintain secrecy with regard to information which has become known to them on the

basis of business relations. Information falling under the protection of secrecy is hereinafter referred to as "customer data". Customer data includes all information in connection with the business relationship with the customer, in particular confidential information about the contractual partner, (any other) authorised representatives, beneficial owners and any other third parties. Confidential information includes name / company, address, residence / registered office, date of birth / founding, place of birth, nationality, profession / purpose, contact details, customer and account number, IBAN, BIC and other transaction data, account balances, custody account data, details of loans and other financial services as well as information relevant to tax or custody law. In order to provide its services and to protect its legitimate claims, the company may be required to disclose customer data covered by the secrecy protection to third parties in Liechtenstein or abroad. The customer releases the company in regard to customer data from secrecy protection and authorises the company to pass on customer data to third parties at nationally or abroad. The customer data may also be passed on in the form of documents which the company has received from the customer or from third parties or which it has created itself in connection with the business relationship. The company may therefore pass on customer data in the following cases in particular:

- The transfer of customer data is ordered to the company by an authority or a court, based on law, supervisory law and / or international agreements.
- Compliance with the domestic and foreign legal provisions applicable to the company requires disclosure (e.g. reporting of transactions in accordance with MiFIR).
- The company shall make a statement on legal actions which the customer threatens or initiates against the company (also as a third party) in Liechtenstein or abroad.
- The company make a statement on legal actions taken against the Company by third parties on the basis that the company has provided services to the customer.
- The company carries out debt collection actions or takes other legal steps against the customer.
- The company shall comment on accusations made by the customer against the company in public, towards the media or towards domestic and foreign authorities.
- Service providers of the company are granted access to customer data within the scope of concluded contracts.
- The company outsources individual business areas (e.g. printing and mailing of documents, compliance function, risk management function, internal audit, due diligence officer, investigator, marketing) in whole or in part. In order to fulfil its statutory duties of care, the company is also entitled in individual cases to commission third parties nationally and abroad with the necessary clarifications and to transmit the corresponding customer data.
- In order to provide its services, it may be necessary for the company to permit employees of the company or of agents who have agreed to strictly observe confidentiality to access customer data from within Liechtenstein or abroad via remote access.
- The product-specific documents of a securities account (e.g. securities or fund prospectus) provide for the transfer of customer data.

- In the context of trading or administration of deposit items, the company is obliged or entitled by legal provisions in Liechtenstein and abroad to pass on customer data, or the passing on of data is necessary for the execution of a trading transaction or administration. In the latter case may be the case, for example, if trading venues, central collective depository offices, third-party distribution centres, etc. are involved. In the event of passing on data, the company is obliged to disclose the customer's data to the competent authorities, stock exchanges, brokers, banks, issuers, financial market supervisory or other authorities, etc. The company may disclose customer data in individual cases upon request, but also on its own initiative (for example, when filling out the documents required for the commercial transaction or administration). Inquiries can also be made after the conclusion of a trading transaction or the administration, especially for monitoring and investigation purposes. By placing an order to trade or manage financial instruments, the customer expressly authorises the company to disclose his customer data if necessary. The customer acknowledges that the customer data is processed by the company and third parties in order to fulfil the purpose and that after the data has been passed on it may no longer be covered by the protection of secrecy. This applies in particular in the case of transfers abroad, and there is also no guarantee that the foreign level of protection will be equivalent to that in Liechtenstein. Domestic and foreign laws and official directives may oblige third parties to disclose the customer data received, and the company no longer has any influence on the possible further use of the customer data. The Company is not obliged to inform the customer of any transfer of customer data.

25. Termination

The company is entitled to cancel existing business relations at any time at its own discretion and without giving reasons. Even if a period of notice or an agreed fixed date exists, the company shall be entitled to terminate the business relationship immediately if the customer is in default with a service, if his financial situation has deteriorated significantly, if a compulsory execution is levied against him or if criminal proceedings are pending against him which endanger the reputation of the company.

26. Holidays

Liechtenstein public holidays and Saturdays are treated as Sundays in business transactions.

27. Language and communication

You can reach ZEUS Anstalt für Vermögensverwaltung, Industriestrasse 2, 9487 Bendern, Principality of Liechtenstein - hereinafter referred to as "Asset Management Company" - with the following contact details:

Phone number: +423 222 00 11
 Fax number: +423 222 00 18
 Email address: info@zeus-management.li

If the asset management mandate does not regulate client communication, you can communicate with us at any time in German or English and the corresponding documents of the asset management company will always be sent to you in

German or English by arrangement. In the case of foreign-language texts, the German-language text shall always be considered an aid to interpretation.

The asset management company will usually communicate with you as a client by letter, and if necessary by fax. If you contact the asset management company by electronic means, e.g. the asset management company reserves the right to contact you in the same way via email. However, we would like to point out that the use of electronic communication channels involves certain risks in terms of confidentiality.

28. Place of fulfilment

The registered office of the company is the place of fulfilment for the mutual obligations.

29. Severability clause

Should one or more provisions of the GTC become ineffective or invalid or should the GTC contain a gap, the validity of the remaining provisions shall remain unaffected. The invalid provisions shall be interpreted or replaced in such a way as to achieve the intended purpose as closely as possible.

30. Applicable law

The legal relations of the client with the company are subject to the law of the Principality of Liechtenstein.

31. Place of jurisdiction

Place of jurisdiction is Benders. The customer agrees to the same place of jurisdiction for all proceedings. However, he may also be prosecuted at his domicile or before any other responsible court or authority.

32. Supervisory Authority

The asset management company is subject to supervision by the FMA Financial Market Authority Liechtenstein, Landstrasse 109, P.O. Box 279, LI-9490 Vaduz (www.fma-li.li).

33. Complaints procedure / conciliation office

To submit a complaint, you must always use the form on our homepage www.zeus-management.li. If possible, the complaint must be submitted electronically to the above-mentioned e-mail address of the asset management company. The asset management company shall endeavour to collect and examine all relevant evidence and information concerning the complaint. The complainant will receive a response to his complaint within 20 days.

The complainant has the opportunity to additionally submit his or her concern to the subsequent conciliation body. However, it is recommended to wait for the asset management company's statement of position first.

Liechtenstein Conciliation Office

Dr. Peter Wolff, Rechtsanwalt
Postfach 343 / Landstrasse 60, FL-9490 Vaduz
Email info@schlichtungsstelle.li
Phone + 423 220 20 00, Fax + 423 220 20 01

The conciliation body is neither a court nor does it have jurisdictional powers. Rather, it promotes dialogue between the

parties involved and submits a negotiated solution to them. Since the parties are not bound by the conciliation body's proposal, they are free to accept it or to take other measures, such as legal measures.

34. Deposit Guarantee and Investor Compensation Foundation PCC (german: EAS)

In accordance with the approval requirements, ZEUS Anstalt für Vermögensverwaltung is affiliated with the Deposit Guarantee and Investor Compensation Foundation in Liechtenstein.

35. Modifications

The company is authorised to amend the above provisions at any time. The customer shall be notified in writing or in another suitable manner. The changes shall be deemed to have been approved without objection within six weeks.

36. Validity

These General Terms and Conditions were resolved by the Board of Directors on 1st of October 2022 shall enter into force on the same day.

B. EXECUTION POLICY

General

1. Scope of application

The following principles apply to the manner in which investment decisions or other client orders are executed on the capital market, in accordance with the client's asset management, investment advisory or execution-only agreement with the company for the purpose of acquiring or selling securities or other financial instruments.

2. Exemption of the scope of application

The following principles do not apply

- for the issuance of shares of a mutual / investment fund at offering and/or redemption price through the custodian bank;
- in the case of fixed-price transactions, i.e. when financial instruments are purchased at a price that has been contractually agreed in advance. Before concluding a fixed-price transaction, we check the appropriateness of the agreed price by using market data and comparing it with similar or comparable products;
- in the event of special market situations or market disturbances. In doing so, we act to the best of our knowledge and belief in the interest of the customer;
- in the case of order processing that is gentle on the market, i.e. the principle is deviated from if this has an advantage for the customer in individual cases.

3. Selection of a custodian bank by the client

The client regularly instructs the company in the asset management, investment advisory or execution-only agreement to

instruct certain custodian banks to execute investment decisions of the company or other client orders on the capital market. If the customer provides the company with an account at a custodian bank, this shall be understood as an instruction to settle the transaction via this institution.

→ Such instructions shall in any case take precedence over the here presented principles. In this case, the principles of the commissioned custodian bank for achieving best possible execution shall apply.

4. Additional precedence of instructions

The customer can give the company instructions as to the execution venues at which individual investment decisions of the company or other customer orders on the capital market are to be executed.

→ Such instructions shall in any case take precedence over the here presented principles.

Execution of the transaction by a third party (Selection Policy)

1. Principle

As a rule, the company does not execute investment decisions or other client orders on the capital market itself, but commissions third parties to execute them (intermediaries). These transactions on the capital market can generally be executed by the intermediaries via different execution channels (floor trading, electronic trading) or at different execution venues (stock exchange, multilateral trading systems, systematic internalisation, market makers, other trading venues, in Liechtenstein or abroad). The company takes precautions to achieve the best possible result for the client, but does not maintain direct trading and/or brokerage agreements. Securities are traded exclusively via the respective intermediary (e.g. the client's custodian bank).

2. Criteria for the selection of execution venues and recommendation of third parties

When the company selects specific execution venues, its primary objective is to achieve the best possible overall price for the client (purchase or sale price of the financial instrument and all costs associated with the respective disposal). In addition, the company carries out transactions on the capital market in accordance with the following criteria, the individual criteria being described and weighted according to the characteristics of the client and the financial instruments concerned:

- Probability of complete execution and settlement of the order
- Speed of complete execution and settlement
- Security of the processing
- Scope and nature of the service requested
- State of the market
- Best possible total price (costs)

Selection of third parties

In the asset management, investment advisory or execution-only agreement, the client instructs the company to commis-

sion third parties (intermediaries, e.g. custodian banks) to handle transactions on the capital market. The corresponding intermediaries are listed in the respective contracts. If, in individual cases, transactions are to be executed by other intermediaries, the customer's consent is obtained in advance. Since the company commissions a third party (intermediary) to execute transactions on the capital market, the respective disposition is made in accordance with the precautions taken by the intermediary to achieve best possible execution. In this respect, deviations from the above principles regarding execution schedules and execution methods may arise. For the recommendation of third parties, the selection follows the principles under point 2 on this page.

This Execution Policy is reviewed at least once a year. The customer will be informed immediately of any significant changes.

The regulations were adopted by the Board of Directors of ZEUS Anstalt für Vermögensverwaltung and will come into force on 1st of October 2022.

C. CONFLICT OF INTEREST POLICY

Asset management companies try to protect and harmonise the interests of their clients, shareholders and employees. Nevertheless, conflicts of interest cannot always be completely ruled out in the case of asset management companies that provide a wide range of high-quality financial services for their clients. In accordance with Art. 7c Para. 2 and Art. 20 of the Liechtenstein Asset Management Act (VVG) and Art. 12 b of the Liechtenstein Asset Management Ordinance (VVO), we therefore inform you below about our precautions for dealing with possible conflicts of interest.

Conflicts of interest may arise between our company, other companies in our group, our management, our employees, our tied agents or other persons associated with us, and our clients or between our clients.

In order to prevent extraneous interests from influencing, for example, the provision of advice, execution of orders, asset management or financial analysis, we and our employees are committed to high ethical standards. We expect at all times care and honesty, lawful and professional action, the observance of market standards and in particular always the consideration of the customer's interests.

In order to avoid possible conflicts of interest from the outset, we have taken the following measures, among others:

- Creation of a compliance function in our company, which is responsible for identifying, avoiding and managing potential conflicts of interest and which takes appropriate measures if necessary;
- Establishment of organisational procedures to safeguard the interests of clients in investment advice and asset management, e.g. through approval procedures for new products;
- Rules on the acceptance and granting of grants and their disclosure;



- The separation of business areas from each other and simultaneous control of the flow of information between them (creation of confidentiality areas);
- all employees where conflicts of interest may arise in the course of their work are identified and placed under special supervision with regard to the disclosure of all their transactions in financial instruments. Details on the handling can be found in the regulations on board and employee transactions in the currently valid version;
- A regulation regarding the proprietary trading of leading staff members of the company and employees;
- Regulation on the acceptance of gifts and other benefits by our employees;
- When executing orders, we act in accordance with our best execution policy or the client's instructions;
- Higher fee income does not automatically lead to higher wages;
- Continuous training of our employees.

We will disclose conflicts of interest that cannot be avoided to the clients concerned before concluding a transaction or providing advice. We would like to draw your attention to the following points in particular:

- A conflict of interest typical in asset management can arise when agreeing a performance-related remuneration. The possibility cannot be ruled out that the asset management company may take disproportionate risks in order to achieve the highest possible performance and thus an increased remuneration. Risk reduction is achieved by, among other things, internal monitoring of the investment decisions made, the agreed risk class and by combining them with other fixed remuneration components.
- Within the framework of independent portfolio management (Art. 16 para. 5 VVG), we are not permitted to accept and retain fees, commissions or other monetary or non-monetary benefits from a third party for the service to clients. Should the company nevertheless receive monetary benefits, these will be passed on to the client in full, or credited directly to the client's securities account by the custodian bank (e.g. portfolio commissions). Minor non-monetary benefits which may improve the quality of service to the customer and which, by their scope and nature, do not adversely affect the interests of the customer, are generally permissible. Regulations in this regard are set out in the further regulations on the guarantee and acceptance of grants, which are available on request.
- Finally, we receive from other service providers in connection with our securities business essential benefits such as financial analyses or other information material, training and in some cases technical services and equipment for accessing third-party information and dissemination systems. The receipt of such grants is not directly related to the services provided to you; we use these grants to provide and continuously improve our services to the high quality you require.
- We pay performance-based commissions and fixed fees to tied or independent agents who bring us customers or individual transactions, with or without reference to a specific

transaction. In addition, tied agents may also receive direct payments from third parties, in particular fund companies and securities issuing houses, in addition to the commercial agent commissions paid by us.

- We also provide information on relevant potential conflicts of interest in financial analyses that we prepare or disseminate.

Upon request, ZEUS Anstalt für Vermögensverwaltung will provide further details on these principles.

The regulations were adopted by the Board of Directors of ZEUS Anstalt für Vermögensverwaltung and will come into force on 1st of October 2022.

D. PRIVACY POLICY

Compliance with data protection laws, namely the EU General Data Protection Regulation (hereinafter "GDPR") and thus the protection and confidentiality of your personal data is an important concern for our company. This Privacy Policy informs you about how our company collects and handles personal data in our role as data controller and it sets out in particular what rights you have in relation to the personal data.

1. General

The processing of personal data, such as the name, address, e-mail address, or telephone number of a data subject shall always be in line with the General Data Protection Regulation and in accordance with the country-specific data protection provisions applicable to our enterprise. By means of this data protection declaration, our company would like to inform the public about the type, scope and purpose of the personal data we collect, use and process. Furthermore, data subjects are informed of their rights by means of this data protection declaration.

2. Definitions

The data protection declaration of ZEUS Anstalt für Vermögensverwaltung is based on the notions used by the European Directive and the Regulation when adopting the Data Protection Regulation. Our data protection declaration should be easy to read and understand for the public as well as for our clients and business partners. To ensure this, we would like to explain the terms used in advance.

We use the following terms, among others, in this data protection declaration:

2.1 Personal data

Personal data is any information relating to an identified or identifiable natural person (hereinafter "data subject"). An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2.2 Data subject

Data subject means any identified or identifiable natural person whose personal data are processed by the controller.

2.3 Processing

Processing means any operation or set of operations which is performed upon personal data, whether or not by automatic means, such as collection, recording, organisation, filing, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

2.4 Restriction of processing

Restriction of processing is the marking of stored personal data with the aim of limiting their future processing.

2.5 Profiling

Profiling is any type of automated processing of personal data which consists of using such personal data to evaluate certain personal aspects relating to a natural person, in particular to analyse or predict aspects relating to that natural person's performance at work, economic situation, health, personal preferences, interests, reliability, behaviour, location or change of location.

2.6 Recipient

Recipient means a natural or legal person, public authority, agency or other body to whom personal data are disclosed, whether or not a third party. However, public authorities that may receive personal data in the context of a specific investigative task under Union or Member State law shall not be considered as recipients.

2.7 Third party

Third party means any natural or legal person, public authority, agency or other body other than the data subject, the controller, the processor and the persons authorised to process the personal data under the direct responsibility of the controller or the processor.

2.8 Consent

Consent means any freely given specific and informed indication of the data subject's wishes in the form of a statement or other unambiguous affirmative act by which the data subject signifies his or her agreement to the processing of personal data relating to him or her.

3. Name and address of the controller or whom you can contact

Controller or data controller is the natural or legal person, public authority, agency or other body which alone or jointly with others determines the purposes and means of the processing of personal data.

The controller within the meaning of the General Data Protection Regulation is in this case:

ZEUS Anstalt für Vermögensverwaltung
Industriestrasse 2, FL-9487 Bendern
T +423 2220011 - F +423 2220018
E-mail: info@zeus-management.li

4. Framework of data processing

4.1 Categories of processed data and origin

We collect and process personal data that we receive in the course of our business relationship with our customers. In principle, as little personal data as possible is processed. Depending on the groups of persons, the data processed may differ. Personal data can be collected or (further) processed in every phase of the business relationship, from the initiation to the termination of the business relationship.

In addition to customer data, we may also process personal data of other third parties involved in the business relationship.

By personal data we mean the following categories of data:

- Personal data
- Legitimation data and authentication data
- Information from the fulfilment of our legal obligations
- Other master data
- Data from the fulfilment of contractual obligations
- Information on financial situation and professional background
- Documentation data
- Marketing data
- Technical data
- Information from your electronic communications with our company
- Data from publicly available sources

We process personal data from the following sources:

- Personal data we receive from you by means of submitted contracts, forms, your correspondence or other documents
- Personal data that is collected or transmitted as a result of the use of our products or services.
- Personal data which are transmitted to us by third parties, by public authorities (e.g. sanction lists of the UN and the EU) or by other companies in a permissible manner (e.g. for the execution of orders or for the fulfilment of contracts).
- Personal data - to the extent necessary for the provision of our services - which we have permissibly obtained from publicly accessible sources or other sources, such as databases for the verification and monitoring of business relationships (e.g. judicial, official or administrative measures, memberships and offices).

4.2 Legal basis and purposes for processing personal data

We process personal data in accordance with the provisions of the GDPR on the following legal basis and for the following purposes:

4.2.1 For the performance of a contract or for the implementation of pre-contractual measures

If the processing of personal data is necessary for the performance of a contract (such as the provision of financial services) to which the data subject is a party, the processing is based on Article 6(1)(b) DSGVO. The same applies to such processing operations that are necessary for the implementation of pre-

contractual measures, for example in cases of enquiries about our services.

4.2.2 For the fulfilment of legal obligations

If our company is subject to a legal obligation by which the processing of personal data becomes necessary, such as for the fulfilment of tax, supervisory or money laundering obligations, the processing is based on Art. 6 (1) lit. c DSGVO.

4.2.3 For the protection of legitimate interests

Likewise, processing operations may be based on Art. 6(1)(f) DSGVO. Processing operations which are not covered by any of the aforementioned legal bases are based on this legal basis if the processing is necessary to safeguard a legitimate interest of our company or a third party, provided that the interests, fundamental rights and freedoms of you are not overridden. Such legitimate interests include in particular the following processing activities:

- Prevention of fraud
- Direct marketing
- Transfer of data within a group of companies for internal administrative purposes
- Ensuring network and information security
- Prevention of possible criminal offences

In addition, we collect personal data from publicly accessible sources for the purposes of customer acquisition and money laundering prevention.

4.2.4 Based on your consent

Art. 6 para. 1 lit. a DSGVO serves our company as the legal basis for processing operations in which we obtain consent for a specific processing purpose.

4.3 Use and storage of your personal data

4.3.1 Disclosure of data

Access to your data may be given both to bodies within and outside our company. Within the company, only offices or employees may process your data if they need it to fulfil our contractual, legal and supervisory obligations and to protect legitimate interests.

If business areas and services of the company are outsourced in whole or in part to external service providers or if these provide services (such as payment transactions, subscription and redemption of fund units, printing and dispatch of documents, IT systems and other support functions), this is done in accordance with the applicable legal provisions. All external service providers or vicarious agents to whom personal data is transferred are contractually obliged to maintain data protection, to process your data only within the scope of providing the service and to comply with data protection instructions and legal requirements. Processors may be companies in the categories of banking services, sales agreements, IT services, logistics, printing services, telecommunications, debt collection, advice and consulting as well as sales and marketing.

4.3.2 Data deletion and storage

We process and store your personal data for the duration of the entire business relationship, i.e. from the initial initiation to the termination of the contract. After termination of a contract and thus with the discontinuation of the purpose of storage, the duration of storage is determined on the basis of statutory retention and documentation obligations. These retention periods are in some cases 10 years or more.

4.3.3 Automated decision-making including profiling

As a matter of principle, our decisions are not based exclusively on automated processing of personal data. In particular, we do not use automated decision-making for the establishment and implementation of the business relationship. Nor do we use profiling measures.

5. Rights and obligations

5.1.1 Right to confirmation

You have the right to request confirmation as to whether personal data relating to you is being processed. If you wish to exercise this right of confirmation, you may contact the data controller at any time.

5.1.2 Right of access

You have the right to obtain information about the personal data stored about you and a copy of this information free of charge at any time. This right of access includes the following information:

- the purposes of processing
- the categories of personal data processed
- the recipients or categories of recipients to whom the personal data have been or will be disclosed, in particular in the case of recipients in third countries or international organisations
- if possible, the planned duration for which the personal data will be stored or, if this is not possible, the criteria for determining this duration
- the existence of the right to obtain the rectification or erasure of personal data concerning him or her, or the restriction of processing by the controller, or the right to object to such processing
- the existence of a right of appeal to a supervisory authority
- if the personal data are not collected from the data subject: any available information on the origin of the data
- the existence of automated decision-making, including profiling, pursuant to Article 22(1) and (4) of the GDPR and - at least in these cases - meaningful information about the logic involved and the scope and intended effects of such processing for the data subject.

Furthermore, you have the right to be informed whether personal data have been transferred to a third country or to an international organisation. If this is the case, you also have the right to obtain information about the appropriate safeguards in connection with the transfer.

If you would like to make use of this right to information, you can contact the data controller at any time.

5.1.3 Right to rectification



You have the right to request that inaccurate personal data relating to you be rectified without delay. You also have the right to request that incomplete personal data be completed, including by means of a supplementary declaration, taking into account the purposes of the processing.

If you wish to exercise this right of rectification, you may contact the data controller at any time.

5.1.4 Right to erasure

You have the right to have the personal data concerning you deleted without delay if one of the following reasons applies and insofar as the processing is not necessary:

- The personal data were collected or otherwise processed for purposes for which they are no longer necessary
- You have revoked your consent on which the processing was based pursuant to Art. 6 para. 1 lit. a DSGVO or Art. 9 para. 2 lit. a DSGVO and there is no other legal basis for the processing
- You object to the processing pursuant to Art. 21 (1) DSGVO and there are no overriding legitimate grounds for the processing, or you object to the processing pursuant to Art. 21(2) DSGVO
- The personal data has been processed unlawfully
- The erasure of the personal data is necessary for compliance with a legal obligation under Union or Member State law to which the controller is subject

If one of the above reasons applies and you wish to arrange for the deletion of personal data stored by our company, you can contact the controller at any time. The latter will arrange for the deletion request to be complied with immediately.

5.1.5 Right to restrict processing

You have the right to request the restriction of processing if one of the following conditions is met:

- The accuracy of the personal data is contested for a period enabling the controller to verify the accuracy of the personal data
- The processing is unlawful, but you object to the erasure of the personal data and request instead the restriction of the use of the personal data
- The controller no longer needs the personal data for the purposes of the processing, but you need the personal data to assert, exercise or defend legal claims
- You have objected to the processing pursuant to Article 21(1) of the GDPR and it is not yet clear whether the legitimate grounds of the controller override those of the data subject

If one of the aforementioned conditions is met and you wish to request the restriction of personal data stored by our company, you may contact the controller at any time. The controller will arrange for the restriction of the processing.

The correction or deletion of data or a restriction of processing will be communicated to the recipients to whom personal data have been disclosed. This obligation to notify does not apply if this proves impossible or involves a disproportionate effort.

5.1.6 Right of withdrawal

You have the right to revoke consent to the processing of personal data at any time. This also applies to the revocation of declarations of consent given before the DSGVO came into force, i.e. before 25 May 2018. Please note that the revocation only takes effect for the future. Processing that took place before the revocation is not affected. If you wish to exercise your right to withdraw your consent, you can contact the data controller at any time.

5.1.7 Right to data portability

You have the right to receive the personal data concerning you that has been provided in a structured, common and machine-readable format. You also have the right to have this data transferred to another controller by the controller to whom the personal data was provided, provided that the processing is based on consent pursuant to Article 6(1)(a) of the GDPR or Article 9(2)(a) of the GDPR or on a contract pursuant to Article 6(1)(b) of the GDPR and the processing is carried out with the aid of automated procedures, unless the processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.

To assert the right to data portability, you can contact the controller at any time.

5.1.8 Right of objection

You have the right to object at any time, on grounds relating to your particular situation, to the processing of personal data concerning you which is carried out on the basis of Article 6(1)(f) DSGVO.

Our company shall no longer process the personal data in the event of the objection, unless we can demonstrate compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject, or for the assertion, exercise or defence of legal claims.

If our company processes personal data for the purposes of direct marketing, you have the right to object at any time to processing of personal data for the purpose of such advertising.

If you object to our company processing your personal data for direct marketing purposes, we will no longer process the personal data for these purposes.

5.2 Exercise of rights

We accept requests for information in written, together with a clearly legible copy of a valid official form of identification (e.g. passport, identity card, driver's licence).

You can exercise other rights, such as the right to rectification, the right to erasure, the right to restriction of processing, as well as - where applicable - the right to data portability, by sending us a corresponding notification. Please address this notification to the controller within the meaning of the GDPR at the address given under point 3.

6. Right to complain to the supervisory authority

You have the right to lodge a complaint with a supervisory authority in an EU or EEA member state, in particular in your place of residence, place of work or the place of the alleged

breach of the provisions of the GDPR. The supervisory authority responsible for our company is the Liechtenstein Data Protection Authority, Städtle 38, P.O. Box 684, 9490 Vaduz.

Should you require the contact details of a supervisory authority in another EU or EEA member state, you can contact the controller within the meaning of the GDPR at the address given under point 3.

7. Obligation to provide personal data

We inform you that the provision of personal data is sometimes required by law (e.g. tax regulations, money laundering prevention, etc.) or may also result from contractual regulations (e.g. information on the contractual partner). Sometimes it may be necessary for the conclusion of a contract that you provide us with personal data, which must subsequently be processed by us. For example, you are obliged to provide us with personal data if our company concludes a contract with you. Failure to provide the personal data would mean that the contract could not be concluded.

You are not obliged to give consent to data processing with regard to those data that are not relevant to the performance of the contract or are not required by law and/or regulation.

8. Contact form and contact via e-mail

The website of our company contains information that enables a quick electronic contact to our company as well as a direct communication with us, which also includes a general address of the so-called electronic mail (e-mail address). If you contact our company by e-mail or via a contact form, the personal data you provide will be stored automatically. Such personal data transmitted on a voluntary basis will be stored for the purpose of processing or contacting you. This personal data will not be passed on to third parties.

9. Information on the use of cookies

When accessing our website, the user is informed about the use of cookies for analysis purposes and his consent to the processing of personal data used in this context is obtained. In this context, a reference to this data protection declaration is also made.

9.1 Why are cookies used?

All of our company's websites use cookies for statistical purposes as well as to improve the user experience. By using this website, you consent to the use of cookies for this purpose.

9.2 What are cookies?

Cookies are text files that are stored on your electronic device to track your use of the e-services and your preference settings as you navigate between web pages and, where appropriate, to remember settings between your visits. Cookies help the developers of the electronic services to compile statistical information about the frequency of visits to certain areas of the website and help them to make the electronic services even more useful and user-friendly. A cookie contains a distinctive string of characters that allows the browser to be uniquely identified when the website is revisited.

Please note that most internet browsers automatically accept cookies. You can configure your browsers so that no cookies are stored on your electronic device, cookies can only be accepted by certain websites or there is always a notice before you receive a new cookie. If cookies are deactivated for our website, it may no longer be possible to use all the functions of the website to their full extent.

Through our website, we inform our customers and interested parties about the services and products of our company and offer information on specific topics. Contact details such as telephone number and e-mail address, etc. are also published on our website.

If you have any questions regarding this customer information, please contact your customer advisor or contact us via our homepage www.zeus-management.li

E. COMPLAINT FORM

✉ Please send these documents by email to info@zeus-management.li or to our business address: Industriestrasse 2, 9487 Bendern, Liechtenstein. Thank you.

1) COMPLAINANT

Name/First Name _____

Address, postal code, town _____

Country of residence _____

E-Mail _____

Date of appeal _____

2) SUBJECT OF THE COMPLAINT

- Portfolio management
- Investment advice
- Receipt and transmission of orders relating to one or more financial instruments
- Securities and financial analysis or other forms of general recommendations concerning transactions in financial instruments.
- Execution of orders on behalf of the client

Description of the asserted breach of duty by the asset management company:

3) CLAIMS OF THE COMPLAINANT AGAINST THE ASSET MANAGEMENT COMPANY

4) INFORMATION ON THE PROCEDURE

If possible, the complaint should be submitted electronically to the specified e-mail address. The asset management company will endeavour to collect and examine all relevant evidence and information regarding the complaint. The complainant will receive a response to his complaint within 20 days. The complainant has the opportunity to additionally submit his or her request to the conciliation body listed below. However, it is recommended to wait for the opinion of the asset management company before doing so.

Liechtenstein Conciliation Office
Dr. Peter Wolff, Attorney at Law
Landstrasse 60, Postfach 343
9490 Vaduz

Phone +423 220 20 00
Fax +423 220 20 01
info@schlichtungsstelle.li.

Die Schlichtungsstelle ist weder ein Gericht noch verfügt sie über Rechtsprechungsbefugnis. Sie fördert das Gespräch zwischen den involvierten Parteien und unterbreitet ihnen eine Verhandlungslösung. Da die Parteien an den Vorschlag der Schlichtungsstelle nicht gebunden sind, steht es ihnen frei, diesen anzunehmen oder andere, zum Beispiel rechtliche Massnahmen zu ergreifen.

5) TO BE COMPLETED BY THE ASSET MANAGEMENT COMPANY

Date of receipt of the complaint _____

Date of reply to the complainant _____

Result of complaint processing

