



Terms and Conditions

The terms and conditions outlined here, along with any specific agreements made between Probus Pleion Luxembourg S.A. and its clients, form the basis of their relationship. Probus Pleion Luxembourg S.A. reserves the right to modify these terms and conditions. Any changes will be communicated to clients at least two months in advance via mail, email, or on the Probus Pleion Luxembourg S.A. website (www.bcblux.lu). If a client does not object in writing before the changes take effect, the modifications are deemed accepted. However, clients who disagree with the changes can end their relationship with Probus Pleion Luxembourg S.A. without any cost, provided they do so in writing before the changes become effective.

In compliance with the amended law of 12 November 2004, which addresses money laundering and terrorism financing, clients must provide Probus Pleion Luxembourg S.A. with documents and information regarding their legal and tax status, residence or business location, and personal and professional circumstances before initiating a business relationship. Clients are also obliged to inform Probus Pleion Luxembourg S.A. of any changes to this information.

Clients consent to the use of mail and email for communication between Probus Pleion Luxembourg S.A. and their authorized representatives. Clients acknowledge that the security of email communication (integrity, authenticity, confidentiality) cannot be guaranteed and agree to hold Probus Pleion Luxembourg S.A. harmless from any direct or indirect damage resulting from its use.

For mailing purposes, the date on Probus Pleion Luxembourg S.A.'s duplicate or shipping list is considered the official date of dispatch. Mail held by Probus Pleion Luxembourg S.A. is regarded as delivered on the date it is dated. This duplicate or copy serves as evidence of dispatch.

If mail sent to a client is returned to Probus Pleion Luxembourg S.A. with a note stating that the recipient is unknown or no longer resides at the provided address, Probus Pleion Luxembourg S.A. has the right to retain this and all subsequent mail intended for the client at the same address, under the client's responsibility.

Data Protection

Probus Pleion Luxembourg S.A. is committed to handling personal data in line with its Privacy Policy. This includes the collection and processing of each customer's personal information.

Customers should be aware that Probus Pleion Luxembourg S.A. is obliged to record telephone and electronic communications that are likely to lead to transaction transmissions. Beyond this, Probus Pleion Luxembourg S.A. may also record electronic communications in other situations, such as to provide evidence of commercial transactions or communications, or for the purposes of monitoring service quality and ensuring the regularity of operations.

The data collected in this manner will be stored for a period ranging from five to ten years. This duration may be extended if requested by competent authorities or as required by applicable laws.

Probus Pleion Luxembourg S.A. adheres to strict professional secrecy norms. Data and information related to customer relationships will not be disclosed to third parties, except where such disclosure is legally mandated or carried out with the customer's consent or upon specific instructions.

To ensure optimal customer service and compliance with regulations, Probus Pleion Luxembourg S.A. outsources certain tasks and services to third-party providers. These providers, who may operate



within or outside Luxembourg and the EU, might not be regulated. Probus Pleion Luxembourg S.A. also subcontracts parts of its IT infrastructure to a professional entity within Luxembourg's financial support sector. Consequently, customer information may be accessible to these service providers and/or their subcontractors, particularly for IT services within the EU.

For detailed information on how we handle your data, please refer to our Privacy Policy available on our website.

Outsourced Services or Functions

In the context of outsourcing services or functions, Probus Pleion Luxembourg S.A. ensures that any transfer or disclosure of information is conducted in strict compliance with Luxembourg's regulatory standards and solely for legitimate purposes. Probus Pleion Luxembourg S.A. is committed to fulfilling all its regulatory obligations in this process.

Service Providers involved in outsourcing are either legally obligated to maintain professional secrecy or are contractually bound by Probus Pleion Luxembourg S.A. to adhere to stringent confidentiality rules. However, it is important to recognize that these Service Providers may not be governed by Luxembourg's professional secrecy laws, and the level of secrecy they are subject to could be less stringent than that mandated by Luxembourg law.

Under certain circumstances, despite their commitment to confidentiality, Service Providers may be legally compelled to disclose information to third parties or authorities.

By agreeing to these Terms and Conditions, customers explicitly instruct and consent to Probus Pleion Luxembourg S.A.'s use of Service Providers for subcontracting purposes, including the transfer and disclosure of relevant information to them.

Customers accept all outcomes resulting from the transfer or disclosure of information to Service Providers. Probus Pleion Luxembourg S.A. is not liable for any loss, damage, or costs that may arise or be incurred in connection with these information transfers or disclosures.

Information will remain accessible to Service Providers as long as the customer maintains a relationship with Probus Pleion Luxembourg S.A..

A customer may revoke their consent to the transfer or disclosure of their information at any time. This revocation must be communicated to Probus Pleion Luxembourg S.A. in writing and will be treated as a notice of termination of the service relationship, effective from the date Probus Pleion Luxembourg S.A. receives the notice.

Termination of Relationship with Probus Pleion Luxembourg S.A.

a) Termination Without Stipulated Terms

In situations where no specific duration is set for agreements between Probus Pleion Luxembourg S.A. and the customer, either party has the right to end the relationship, either partially or in its entirety, at any moment. This termination can be enacted without providing a reason and can take immediate effect, except where a different arrangement has been mutually agreed upon by both parties.

b) Immediate Termination by Probus Pleion Luxembourg S.A.

Probus Pleion Luxembourg S.A. reserves the right to terminate its relationship with a client immediately, either wholly or partially, without prior notice in the following circumstances:



- ◆ If the client's solvency is in jeopardy.
- ◆ If continuing the relationship could potentially incur liabilities for Probus Pleion Luxembourg S.A. or harm its reputation.
- ◆ If the client's actions are perceived as being contrary to public order or morals.

In such cases, any pre-agreed terms related to the client's obligations will become void immediately upon termination.

Responsibility

Probus Pleion Luxembourg S.A.'s obligations towards its customers are primarily of due diligence, not of guaranteed results. Probus Pleion Luxembourg S.A. is liable only for its serious faults in its dealings with customers. Probus Pleion Luxembourg S.A. does not hold responsibility for direct or indirect damages arising from or associated with:

- ◆ Legal Incapacity: Issues related to the legal incapacity of the client, their agents, heirs, legatees, and assigns.
- ◆ Death of Account Holder: Situations where the account holder's death has not been officially notified to Probus Pleion Luxembourg S.A..
- ◆ Authenticity of Authorizations: The authenticity or validity of authorizations used by agents or representatives of legal entities, especially those in bankruptcy, controlled management, liquidation, or under other legal management or liquidation measures.
- ◆ Opposition Proceedings: The authenticity of judicial or extrajudicial opposition proceedings.
- ◆ Omission or Delay in Protest: Failures or delays in drafting a protest.
- ◆ Irregularity in Opposition Proceedings: Irregularities in judicial or extrajudicial opposition proceedings.
- ◆ Acts of Third Parties: Actions of third parties appointed by Probus Pleion Luxembourg S.A. to execute client orders, particularly if the client selected the third party or if Probus Pleion Luxembourg S.A. chose them and provided instructions with customary care.
- ◆ Communication Failures: The customer's failure to receive communications from Probus Pleion Luxembourg S.A., abnormal and unforeseeable circumstances beyond control (like telecommunication disruptions), or legal constraints under Luxembourg or European law.
- ◆ External Events: Political, economic, or social events that might disrupt Probus Pleion Luxembourg S.A.'s services, whether or not they qualify as force majeure, regardless of Probus Pleion Luxembourg S.A.'s involvement.
- ◆ False or Incomplete Data: Issues arising from the provision of false, inaccurate, outdated, or incomplete data by the customer.
- ◆ External Fraud: Fraudulent activities external to Probus Pleion Luxembourg S.A..
- ◆ Tax Obligations: The client's responsibility to adhere to all tax obligations, including declarative ones, imposed by the relevant authorities in relation to their dealings with Probus Pleion Luxembourg S.A..



Laws and judicial powers

Unless otherwise specified in the General Terms and Conditions or in specific agreements, the relationship between Probus Pleion Luxembourg S.A. and its customers is governed by Luxembourg law. In the event of a dispute between a client and Probus Pleion Luxembourg S.A., the courts of the Grand Duchy of Luxembourg will have exclusive jurisdiction. However, Probus Pleion Luxembourg S.A. reserves the right to initiate proceedings in any other court that would have jurisdiction in the absence of this clause.

Unless stated differently, the official location for the fulfilment of obligations by both Probus Pleion Luxembourg S.A. and its customers is Probus Pleion Luxembourg S.A.'s registered office.

Complaints Procedure

Customers can lodge complaints in writing directly to Probus Pleion Luxembourg S.A. or through the company's website at www.bcblux.lu. If the complainant does not receive a satisfactory answer, they have the option to escalate the issue to the Probus Pleion Luxembourg S.A.'s Claims Manager. Contact details for the Claims Manager can be acquired from the Client Contact Person or Probus Pleion Luxembourg S.A. staff members. If a satisfactory response is not received within one month from when the claim was submitted to the Probus Pleion Luxembourg S.A. management's claims manager, the complainant has the right to file a complaint with the Commission de Surveillance du Secteur Financier (CSSF).

Customer classification

Under MiFID II, Probus Pleion Luxembourg S.A. classifies customers who engage with its products and/or investment services into three distinct categories: retail clients, professional clients, and eligible counterparties. This classification aims to provide varying levels of protection based on each customer's understanding of financial instruments or investment services and their capacity to absorb related risks.

1. **Retail Client:** This category receives the highest level of protection, particularly concerning information and warnings about the risks associated with financial instruments. Retail clients are assumed to need more guidance to make informed investment decisions.
2. **Professional Client:** Clients in this category are presumed to have the necessary experience, knowledge, and skills to make their own investment decisions and to understand the risks involved. While professional clients still benefit from rules on protection and order allocation, as well as the principle of 'best execution', they are considered capable of independently managing their investment decisions and bearing the financial risks associated with these investments.
3. **Eligible Counterparties:** This category receives the least protection. When Probus Pleion Luxembourg S.A. interacts with an eligible counterparty, standard investor protection conduct rules, order allocation rules, and the principle of 'best execution' do not apply. Examples of eligible counterparties include banks, insurance companies, investment firms, national governments, and central banks.

Customers can request a change in their classification, which primarily affects the level of protection they receive. To request a change, a customer must submit a written and documented request to Probus Pleion Luxembourg S.A. at 2A, Rue Jean Origer, L - 2269 Luxembourg. Probus Pleion Luxembourg S.A. reserves the right to accept or refuse any category change request at its discretion.



Deposit Guarantee and Investor Protection

Probus Pleion Luxembourg S.A. participates in a deposit guarantee scheme provided by the Luxembourg Deposit Guarantee Fund (the "AGDL").

Probus Pleion Luxembourg S.A. participates in the Luxembourg Investor Compensation Scheme (the "SIIIL") providing investor protection.

Orders on financial instruments

Probus Pleion Luxembourg S.A. processes all orders to buy or sell securities, both within the Grand Duchy of Luxembourg and internationally. This is done through our custodian banks, adhering to the instructions provided by our clients and in compliance with the laws and practices of the execution location. Furthermore, the execution of these orders is regulated by our Best Execution Policy.

Since the actual trade executions are carried out by our custodian banks, it is their Best Execution Policy that primarily governs the transactions. Probus Pleion Luxembourg S.A. actively reviews these policies to ensure they align with our standards of best execution. We maintain partnerships exclusively with top-rated banks to uphold the quality and reliability of our services.

Conflicts of interest

Probus Pleion Luxembourg S.A. is dedicated to effectively identifying, preventing, and managing potential conflicts of interest. To this end, we have established a robust Conflict of Interest Policy, designed to safeguard our clients from any adverse effects arising from potential conflicts. Our adherence to a strict Code of Conduct reinforces our commitment to rigorously uphold all relevant legal and regulatory requirements. This Code of Conduct includes stringent internal standards, which are implemented through specific instructions and operational procedures. These procedures are focused on the thorough identification, prevention, and management of any potential conflicts of interest that may affect our customers.

Additionally, Probus Pleion Luxembourg S.A. maintains a detailed conflict of interest register. This register plays a crucial role in monitoring and mitigating conflicts of interest and is available for review during audits or inspections by supervisory entities.

Commissions & Fees paid or collected as part of investment services

Probus Pleion Luxembourg S.A. will charge a fee for its services, the details of which, including the amount and payment terms, are outlined in the contract established with the customer.

In the context of investment services, Probus Pleion Luxembourg S.A. engages in the following commission-related activities:

- a) Commissions Received:
 - ◆ Non-Independent Investment Advice: Commissions earned in this context do not hinder Probus Pleion Luxembourg S.A.'s obligation to act honestly, fairly, and professionally, prioritizing the best interests of its clients.
 - ◆ Discretionary Portfolio Management: This relates to the compensation Probus Pleion Luxembourg S.A. receives for providing discretionary portfolio management services.
- b) Commissions Paid to Business Introducers:



Probus Pleion Luxembourg S.A. may compensate business introducers for their role in establishing new customer relationships. This compensation might be paid in instalments and is related to the introducer's contribution. Ongoing payments are made only if the business introducer continually enhances the quality of services provided.

c) Commissions Paid to External Financial Advisors/Managers:

Probus Pleion Luxembourg S.A. may distribute a portion of the commissions or fees it collects to external financial advisors or managers, in line with the terms of the contract.

d) Administrative Fee per Account:

To cover the related administrative costs, Probus Pleion Luxembourg S.A. charges an administrative fee for each account. This fee is associated with the expenses incurred while maintaining the mandate.

e) Minimum Fees for Asset Under Management (AUM):

If the Assets Under Management (AUM) do not reach a certain threshold, as stipulated in the mandate, Probus Pleion Luxembourg S.A. may impose minimum fees. These fees are charged to ensure that the management of smaller portfolios remains economically viable for the company. Client Acknowledgement

Please note that the definitive and authoritative version of these Terms and Conditions is the one written in French. In the event of any discrepancies or contradictions between the French version and translations in other languages, the French version shall be considered the final and prevailing document.

The client acknowledges that they have received, understood, and been provided with satisfactory explanations of the following documents from the Company:

- ◆ The main characteristics and risks associated with financial instruments.
- ◆ The policy on order execution.
- ◆ The rules for processing orders.
- ◆ The policy regarding conflicts of interest.

The client confirms having received and comprehended a copy of the Terms and Conditions. By signing, the client agrees to accept and abide by these Terms and Conditions.

Date and Signature of the client: _____