



General Terms and Conditions

Titre I – General provisions

Article 1 : Purpose and Scope

These General Terms and Conditions govern the contractual relationship between Probos Pleion Luxembourg S.A. (hereinafter the "Company") and its clients (hereinafter the "Client") in connection with the investment services and ancillary services provided by the Company.

These General Terms and Conditions supplement the specific agreements entered into between the Company and the Client, including, but not limited to, portfolio management agreements, investment advisory agreements, client onboarding documentation, suitability assessment questionnaires, order execution policies, conflicts of interest policies, and any other applicable contractual or regulatory documentation.

In the event of any inconsistency between these General Terms and Conditions and a specific agreement, the provisions of the relevant specific agreement shall prevail with respect to the service concerned.

These General Terms and Conditions shall be governed by the laws of the Grand Duchy of Luxembourg and shall apply to all existing and future business relationships between the Company and the Client.

Article 2 : Amendments to the General Terms and Conditions

The Company reserves the right to amend these General Terms and Conditions, in particular in order to reflect:

- › changes in applicable laws or regulations;
- › requirements imposed by the competent supervisory authorities;
- › developments in its services or organisational structure; or
- › any other circumstance justifying an amendment to its contractual documentation.

Any amendment shall be communicated to the Client on a durable medium, including by post, email or via the Company's website, at least two (2) months before its effective date, unless a different notice period is required by applicable law or regulation.

Unless the Client objects in writing before the effective date of the proposed amendments, such amendments shall be deemed to have been accepted.

A Client who does not accept the proposed amendments may terminate the contractual relationship free of charge before the amendments become effective.



Article 3 : Définitions

For the purposes of these General Terms and Conditions, the following terms shall have the meanings set out below:

Client means any natural or legal person having entered into a business relationship with Probus Pleion Luxembourg S.A. for the purpose of receiving one or more investment services or ancillary services.

Company means Probus Pleion Luxembourg S.A., an authorised investment firm supervised by the Commission de Surveillance du Secteur Financier (CSSF).

Investment Services means the investment services and activities provided by the Company in accordance with its authorisation and the applicable regulatory framework.

Financial Instruments means the instruments covered by the applicable legislation and regulations, including, but not limited to, shares, bonds, units or shares in collective investment undertakings, money market instruments, derivatives and any other financial instruments falling within the scope of the MiFID regulatory framework.

Durable Medium means any instrument that enables the Client to store information addressed personally to the Client in a manner 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.

Business Day means any day on which credit institutions are open in Luxembourg for the execution of banking transactions.

Terms defined in any specific agreement entered into between the Company and the Client shall retain the meaning assigned to them in such agreement.

Titre II – Relationship with the Client

Article 4 : Client Onboarding and Client Information Obligations

Prior to entering into a business relationship and throughout its duration, the Client undertakes to provide the Company with accurate, complete and up-to-date information, together with all documents required to enable the Company to comply with its legal and regulatory obligations and to provide the requested services.

The Client shall promptly inform the Company of any change affecting the Client's personal, professional, financial, tax or wealth situation, as well as any change to the Client's investment objectives, risk tolerance or sustainability preferences.

The Company shall be entitled to rely on the information provided by the Client unless it is aware that such information is manifestly inaccurate or incomplete.

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Should the Client fail to provide the required information or documentation, the Company may refuse or suspend the provision of its services, restrict certain transactions or terminate the business relationship in accordance with the applicable legal and regulatory requirements.

Article 5 : Communications

Unless otherwise agreed with the Client, communications between the Company and the Client may be made by post, email, telephone or any other durable medium permitted under the applicable regulatory framework.

The Client shall provide the Company with accurate contact details and shall promptly notify the Company of any changes thereto.

Any communication shall be deemed to have been validly made if sent to the most recent contact details provided by the Client.

Article 6 : Electronic Communications

The Client agrees that communications with the Company may be conducted by electronic means where permitted by the applicable regulatory framework.

The Client acknowledges that electronic communications involve inherent risks, including risks relating to confidentiality, integrity, authenticity and data availability.

Notwithstanding the security measures implemented by the Company, the Company cannot guarantee the absolute security of electronic communications.

Except in the event of gross negligence or wilful misconduct on the part of the Company, the Company shall not be liable for any consequences arising from the use of electronic means of communication.

Article 7 : Recording of Communications

In accordance with the applicable regulatory framework, the Company records telephone conversations and electronic communications relating to, or intended to result in, the reception, transmission or execution of orders concerning financial instruments or the provision of investment services.

The Company may also record other telephone or electronic communications where necessary to comply with its legal or regulatory obligations, to ensure the quality of its services, to prevent disputes or to preserve evidence of exchanges with the Client.

Such recordings shall be retained for the period prescribed by the applicable regulatory framework and may be produced as evidence where appropriate.



Titre III – Investment Services

Article 8 : Client Classification

In accordance with the applicable regulatory framework, the Company classifies its Clients into one of the following categories:

- › Retail Client;
- › Professional Client; or
- › Eligible Counterparty.

Such classification determines, in particular, the level of regulatory protection afforded to the Client.

The Client shall be informed of its classification upon entering into the business relationship. The Client may request a change of classification under the conditions laid down by the applicable regulatory framework. The Company shall remain free to accept or reject such request in accordance with the applicable legal and regulatory provisions.

The Client undertakes to notify the Company without undue delay of any change that may affect its classification.

Article 9 : Suitability Assessment

Where the Company provides investment advice or portfolio management services, it shall carry out a suitability assessment in accordance with the applicable regulatory framework.

For this purpose, the Client undertakes to provide the Company with accurate, complete and up-to-date information enabling the Company to assess the suitability of the services provided in accordance with the applicable regulatory requirements.

The Client acknowledges that the quality of the services provided depends on the accuracy and completeness of the information supplied.

Article 10 : Sustainability Preferences

Where required by the applicable regulatory framework, the Company shall collect the Client's sustainability preferences as part of the suitability assessment.

The Client is informed that such sustainability preferences will be taken into account when selecting financial instruments, subject to the availability of suitable products and the other agreed characteristics of the investment.

The Client may request that its sustainability preferences be updated at any time.



Article 11 : Reception and Transmission of Orders

As part of the services provided, the Company shall, as a general rule, transmit the Client's orders to the Client's custodian bank, which shall be responsible for executing such orders in accordance with its own best execution policy.

The Company shall ensure that it selects custodian institutions providing sufficient guarantees regarding the quality of execution and shall conduct periodic reviews of the arrangements implemented by such institutions.

By way of exception, where circumstances so justify and where it is in the Client's best interest, particularly having regard to costs, speed of execution, available liquidity or any other relevant consideration, the Company may decide to transmit an order using specific arrangements where it considers that such approach is in the Client's best interests. Any such decision shall be taken in accordance with the Company's Best Execution Policy and shall be duly justified and documented.

The Company's Best Execution Policy shall be made available to the Client upon request.

Article 12 : Conflicts of Interest

The Company shall take all reasonable steps to identify, prevent, manage and, where appropriate, disclose conflicts of interest that may adversely affect the interests of its Clients.

To that end, the Company applies a Conflicts of Interest Policy in accordance with the applicable regulatory framework.

Where the measures implemented are not sufficient to ensure, with reasonable confidence, that the risk of damage to the Client's interests can be prevented, the Company shall inform the Client, on a durable medium, of the general nature and/or source of the conflict of interest, enabling the Client to make an informed decision.

Article 13 : Fees, Charges and Inducements

The fees, charges and any other remuneration applicable to the services provided by the Company shall be disclosed to the Client in accordance with the applicable regulatory framework and the agreements entered into with the Client.

In connection with the provision of certain investment services, the Company may receive or pay monetary or non-monetary inducements where permitted under the applicable regulatory framework.

The Company shall ensure that such fees, charges or inducements do not impair its duty to act honestly, fairly and professionally in the best interests of the Client.

Where required by the applicable regulatory framework, the Client shall receive information regarding such fees, charges and inducements prior to the provision of the relevant service.



Titre IV – Protection of Information

Article 14 : Personal Data Protection

The Company processes the Client's personal data in accordance with the applicable data protection laws and regulations.

The arrangements governing the collection, processing and retention of personal data, together with the Client's rights, are set out in the Company's Privacy Policy, which is provided to the Client upon the establishment of the business relationship and is available at any time on the Company's website.

Article 15 : Professional Secrecy

The Company is bound by professional secrecy in accordance with the applicable legal and regulatory provisions.

Information relating to the Client may only be disclosed to third parties where permitted or required by law, with the Client's consent, or where such disclosure is necessary for the provision of the agreed services.

Article 16 : Outsourcing

The Company may entrust specialised service providers with the performance of certain functions or activities necessary for the provision of its services.

Such outsourcing arrangements shall be implemented in accordance with the applicable legal and regulatory requirements.

Where outsourcing involves the disclosure of information relating to the Client, the Company shall ensure that the relevant service providers are subject to appropriate confidentiality and security obligations.

The Company shall remain responsible for complying with its obligations towards the Client.

Article 17 : Record Retention

The Company shall retain documents, information and records relating to the business relationship for the periods prescribed by the applicable legal and regulatory requirements.

Upon expiry of the applicable retention periods, such documents may be destroyed or archived in accordance with the applicable legal and regulatory provisions.

Article 18 : Liability

The Company shall act with the care, diligence and professionalism required under the applicable legal and regulatory framework.

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The Company is subject to an obligation to use its best efforts (*obligation de moyens*) and does not guarantee either the performance of investments or the achievement of the Client's investment objectives.

The Company shall not be liable for any losses arising, in particular, from fluctuations in the financial markets, information provided by the Client, or circumstances beyond the Company's reasonable control.

Article 19 : Complaints

Any complaint may be submitted to the Company in accordance with the procedures set out in its Complaints Handling Policy, which is available on the Company's website.

Where the Client is not satisfied with the Company's response, the Client may refer the matter to the Commission de Surveillance du Secteur Financier (CSSF) under the out-of-court complaint resolution procedure, in accordance with the applicable legal and regulatory framework.

Article 20 : Termination

Unless otherwise provided in a specific agreement, either party may terminate the business relationship at any time by giving written notice to the other party.

The Company may also terminate the business relationship with immediate effect where its continuation would be contrary to the Company's legal or regulatory obligations, or where the Client has committed a material breach of its obligations.

Article 21 : Governing Law and Jurisdiction

These General Terms and Conditions shall be governed by the laws of the Grand Duchy of Luxembourg.

Any dispute relating to the interpretation or performance of these General Terms and Conditions shall fall within the exclusive jurisdiction of the courts of Luxembourg, without prejudice to any mandatory legal provisions to the contrary.

Article 22 : Language

The relationship between the Company and the Client shall be conducted in the French language unless otherwise agreed between the parties.

In the event of any translation of these General Terms and Conditions, the French version shall prevail.

Article 23 : Final Provisions

Should any provision of these General Terms and Conditions be held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

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The failure of the Company to enforce, at any time, any provision of these General Terms and Conditions shall not constitute a waiver of its right to rely upon or enforce such provision at a later date.

I, the undersigned, hereby acknowledge that I have read and accepted these General Terms and Conditions.

Name :

Signature :