

## 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 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.

#### 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](http://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 § 1009a 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 Benden. 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](http://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](http://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](mailto: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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> of October 2022.

#### D. PRIVACY STATEMENT

Version dated 01.10.2022

This data protection declaration (hereinafter referred to as "declaration") describes the handling of personal data in connection with the business activities of ZEUS Anstalt für Vermögensverwaltung (hereinafter referred to as ZEUS) and the data processing directly related thereto. Thereby the legal provisions applicable in Liechtenstein shall apply. In the course of its business activities and with reference to the legal provisions of the General Data Protection Regulation (GDPR) and the Data Protection Act (DSG), ZEUS makes the following reference:

ZEUS reserves the right to change or adapt this declaration from time to time. You should therefore regularly check this declaration on the ZEUS corporate website [www.zeus-management.li](http://www.zeus-management.li) to see whether it has changed and, if so, whether you agree with the new version. ZEUS is legally obliged to protect your privacy and to maintain secrecy and for this reason takes a variety of technical and organizational data protection measures for all data processing.

We would like to point out that you have a right of objection according to the GDPR. Please note that the processing of your data is an essential part of our service provision to you, and any objection on your part may lead to significant restrictions in your support, up to and including the necessity to terminate your asset management mandate. Should you nevertheless wish to object, please send your objection in writing to the address given in point 7. If we do not receive any objection from you, this will be interpreted as your agreement that your data may be collected, stored and processed by us in accordance with the following explained provisions.

In this context, please also take note of our disclaimer on the ZEUS corporate website in the imprint. If you visit the ZEUS website, you will be informed in particular about the conditions under which the ZEUS website may be used and the data collection and processing will be explained in detail.

##### 1. What are individual-related data (hereinafter referred to as «personal data»)?

Personal data are all data and information relating to an identified or identifiable person. This includes master data such as

name, e-mail address, telephone number, birth date, nationality, IBAN and IP addresses, tax number, etc. Specific personal data includes information on ethnic and cultural origin, political, religious and philosophical beliefs, health, sexuality and trade union membership, etc. They are particularly worth protecting. In addition, there are further basic data, such as information on services and products used, on the life, professional and financial situation and drawing rights, as well as, if necessary, image and/or sound files of conversations.

## 2. What personal data is collected and for what purpose is it used?

Personal data is collected by ZEUS and its employees in the course of its business activities, in particular - but not exclusively - in the client profiles, the asset and liability management, the financial statements and the financial reports. In addition to the information contained in the management contracts, in the context of client communication and support, both online and offline, the risk profile of the mandates, forms from third parties necessary for the provision of services, etc. This personal data is an essential component of the services provided by ZEUS to its clients, which is necessary for the essential activities of an asset management company within the framework of client support (risk assessment, suitability of investment strategies and investments, individualised support, etc.). In addition, there are extensive regulatory and legal obligations for licensed asset management, which require that personal data be collected and forwarded in accordance with their provisions. Special personal data as mentioned in point 1. are generally not collected by the ZEUS.

In addition to customer data, we may also process personal data of other third parties involved in the business relationship, such as data of (further) authorised representatives, agents, legal successors or beneficial owners of a business relationship. We ask you to inform any third parties about the present data protection information. The decisions of ZEUS are generally not based on exclusively automated processing of personal data. Should we use these procedures in individual cases, we will inform you of this in accordance with the statutory provisions.

## 3. To whom will your personal data be passed on?

The personal data collected in the course of the ZEUS's business activities are not passed on to third parties, except

- You expressly agree to a transfer at the relevant location;
- this is necessary for the performance of financial services for the customer (in particular other financial services institutions such as custodian banks, stock exchanges, etc.);
- the ZEUS is legally obliged to disclose the data (e.g. to state institutions, authorities); or
- data processing is carried out on behalf of ZEUS by a service provider who is contractually bound to treat the data confidentially.

Companies that are directly or indirectly affiliated with ZEUS are not considered third parties in this sense. Data will only be

transferred to countries outside the EU or the EEA (so-called third countries) if

- this is necessary for the implementation of pre-contractual measures or for the performance of a contract, the provision of services or the settlement of orders (e.g. execution of securities transactions),
- you have given us your consent (e.g. for customer loyalty through another company),
- this is necessary for important reasons of public interest (e.g. for the prevention of money laundering) or
- this is required by law (e.g. transaction reporting obligations).

However, these are only countries for which the European Commission has decided that they have an appropriate level of data protection or we take measures to ensure that all recipients have an appropriate level of data protection. For this purpose we conclude standard contract clauses, if necessary, which are available on request in this case.

## 4. How is your personal data protected?

In the course of ZEUS's business activities and the directly related data processing, appropriate technical and organizational measures are taken to protect the recorded data from loss, unauthorized access or misuse.

Irrespective of the measures taken by ZEUS to protect data, you must be aware that data transmission via the internet - this applies to websites as well as e-mail services - is uncontrolled and cross-border.

Even if the sender and recipient are located in the same country, a cross-border data transfer can occur. If you disclose personal data via the Internet, you must be aware that third parties may access, read, modify, falsify, monitor, destroy or misuse this information. The data transmission can also be delayed or the data can be lost during transmission. Therefore, ZEUS and/or its directly or indirectly affiliated companies cannot assume any responsibility for the security of your data during transmission via the Internet and disclaim any liability for direct or indirect damages.

## 5. Where and how long is your personal data stored?

The systems required for data processing are located in Liechtenstein and in the European Union (EU). The data entered by you will be stored as long as the intended purpose requires it, or as required by contract or by law for storage periods and documentation obligations.

## 6. What are your rights?

### Information and data transferability:

You have the right to request in writing and free of charge information on the data processed concerning your person. A request for information, together with proof of identity, should be sent to the data protection officer of ZEUS at the address given in point 7. Upon receipt of your request for information, you will be informed within the statutory period of 30 (thirty)



days. The information may be refused, restricted or postponed, insofar as this is legal or is necessary due to predominant own or third party interests. You have the right to obtain the concerning personal data you have provided to the data controller in a structured, common and machine-readable format which allows to transfer the data to another data controller.

Correction or deletion:

You have the right to request in writing and free of charge the correction or deletion of the data processed about you, insofar as they are incorrect or processed unlawfully. A request for rectification or erasure, together with proof of identity and the justification, should be sent to the data controller at the address mentioned in point 7. Your request for correction or deletion will be processed within a reasonable period of time after receipt and you will receive confirmation that it has been dealt with. Under certain circumstances, legal regulations for data processing may prevent deletion. In such a case, ZEUS will only process the data concerning you to the extent necessary to fulfil its legal data processing obligations.

Objection or revocation:

You have the right to object in writing and free of charge to the processing of the data concerning you in whole or in part or to withdraw your consent to data processing. An objection or revocation must be sent in writing to the data protection officer at the address stated in point 7.

Suspension:

You have the right to have your personal data blocked for disclosure to third parties. A request for blocking, together with proof of identity, must be sent in writing to the data protection officer at the address given in point 7. Your request for blocking will be dealt with at due time after receipt and subsequently you will receive confirmation that it has been dealt with. Under certain circumstances, legal regulations on data disclosure may prevent a blockage. In such a case, the ZEUS will only pass on the personal data to third parties to the extent necessary to fulfil the legal data processing obligations.

Right of appeal:

You have the right to lodge a complaint with the Liechtenstein supervisory authority. You may also contact another supervisory authority in an EU or EEA Member State, for example at your place of residence or work or at the place where the alleged infringement occurred.

The contact details of the data protection authority responsible in Liechtenstein are as follows:

**Data Protection Authority Liechtenstein**

Städtle 38, 9490 Vaduz, Fürstentum Liechtenstein  
Phone: + 423 236 60 90, Email: info.dss@llv.li

In the event of objection, revocation, deletion and/or blocking, please note that the processing of your personal data is an essential part of our service provision to you and that one of the above-mentioned actions by you can lead to substantial restrictions on your trust, up to and including the necessity of terminating your asset management mandate with ZEUS.

**7. Questions on data protection and data processing?**

If you have any questions regarding data protection and data processing, please contact us in writing:

ZEUS Anstalt für Vermögensverwaltung  
c/o Data Protection Officer  
Industriestrasse 2, 9487 Benden, Liechtenstein

or visit our homepage [www.zeus-management.li](http://www.zeus-management.li) for further contact details and information. In addition, our customer service representatives are available to answer your questions and concerns.

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If you have any questions regarding this customer information, please contact your customer advisor or contact us via our homepage [www.zeus-management.li](http://www.zeus-management.li)

## E. COMPLAINT FORM

✉ Please send these documents by email to [info@zeus-management.li](mailto:info@zeus-management.li) or to our business address: Industrie-  
strasse 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:**

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### 3) CLAIMS OF THE COMPLAINANT AGAINST THE ASSET MANAGEMENT COMPANY



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#### 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

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