Information and General Terms and Conditions

Dear Client[1][2]

This document, which forms an integral part of the Asset Management Mandate (hereinafter the "Agreement" or the "Mandate"), is intended to provide you with information about BG Aequitum SA ("BG Aequitum" or the "Company"), the Asset Management financial service, and the relevant procedures and General Terms and Conditions. In particular, it provides information on our Company, the Asset Management financial service and the related risks, the management of any conflicts of interest, economic ties, measures to prevent loss of contact with Clients, dormant assets, data protection and professional secrecy and, finally, the role of the Ombudsman.

Please note that this document is provided solely for information and regulatory purposes. It does not constitute a solicitation or offer of a financial service, nor a recommendation to purchase or sell any Financial Instrument.

Should you require any further information, we remain at your disposal.

BG AEQUITUM SA

[1]The singular form also includes the plural form.
[2]The term Client also includes prospective Clients.

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Banca Generali Group
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6900 Lugano
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1. INFORMATION ON BG AEQUITUM SA

1.1 COMPANY NAME AND ADDRESS

Company name	BG Aequitum SA
Address	Piazza della Riforma 3
Postcode / City	6900 Lugano (registered office)
Telephone	+41 (0)91 815 17 00
Commercial Register No.	CHE-114.705.515
VAT No.	CHE-114.705.515 VAT

1.2 FIELD OF ACTIVITY

BG Aequitum is part of the BG (Suisse) Private Bank Group (Banca Generali Group or Assicurazioni Generali), has its registered office in Lugano. BG Aequitum provides Financial Services and manages collective assets.

1.3 SUPERVISORY STATUS AND COMPETENT AUTHORITY

BG Aequitum is authorised by the Swiss Financial Market Supervisory Authority (FINMA) as a manager of collective assets in accordance with Article 2 paragraph 1 letter c of the Financial Institutions Act (FinIA) and is subject to ongoing supervision by the aforementioned authority.

In particular, BG Aequitum is subject to the provisions of the Financial Services Act (FinSA), one of the objectives of which is to protect clients of financial service providers.

2. INFORMATION AND GENERAL TERMS AND CONDITIONS ON ASSET MANAGEMENT

2.1 TYPE AND CHARACTERISTICS OF THE FINANCIAL SERVICE

As the Financial Services, Market Offering and/or Investment Universe may not be available to all Clients, depending on the laws, regulations and directives applicable to them, BG Aequitum provides Asset Management services on the basis of a written Agreement with the Client setting out the parties' respective rights and obligations in detail. In its capacity as Asset Manager, BG Aequitum manages the Client's assets held with a Custodian Bank in the name and for the account and at the risk of the Client.

Asset Management takes into account the Client's Portfolio as a whole and is carried out in accordance with an Investment Strategy tailored to the Client's Risk Profile and the parameters agreed with the Client. In particular, BG Aequitum carries out transactions in the Portfolio at its own discretion and without consulting the Client, ensuring that its management decisions are consistent with the Client's personal circumstances, financial situation and investment objectives.

2.2 RIGHTS AND OBLIGATIONS

In the context of Asset Management, the Client is entitled to have the assets held in their Portfolio managed by BG Aequitum in the Client's best interests.

Within the relevant Market Offering and Investment Universe, BG Aequitum carefully selects the investments to be included in the Portfolio, ensuring appropriate risk diversification to the extent permitted by the Investment Strategy. BG Aequitum regularly monitors the assets under management and ensures that the investments remain consistent with the Investment Strategy agreed with the Client and appropriate for the Client. BG Aequitum provides the Client with regular information on the Asset Management services agreed upon and provided.

The Client is required to provide BG Aequitum with accurate and complete information enabling it to draw up the Client's Risk Profile and Investment Strategy and to pay the agreed remuneration.

2.3 SUITABILITY ASSESSMENT

Before providing the Service, BG Aequitum must assess whether the Service selected is suitable for the Client. This means that the Client must be able to understand adequately the nature and risks of the Service and must have the financial capacity to bear any associated losses.

For the purpose of assessing suitability, BG Aequitum must obtain specific information concerning the Client's personal and financial circumstances. The Client must therefore complete a Risk Profile in full, providing the necessary information concerning their financial circumstances, including their financial risk capacity and risk appetite, investment objectives, including their investment horizon, and knowledge and experience.

As BG Aequitum relies on the information provided by the Client, the Client must inform BG Aequitum immediately of any change in circumstances as a result of which the information provided in the Risk Profile no longer accurately reflects the Client's actual circumstances.

A suitable Investment Strategy is determined on the basis of the Risk Profile. Based on all the data and information contained in the Agreement, BG Aequitum and the Client agree on an Investment Strategy tailored, inter alia, to the Client's objectives.

If the Client gives specific Investment Instructions, BG Aequitum verifies that they are consistent with the Investment Strategy. If BG Aequitum considers that the Financial Instrument covered by a specific Investment Instruction is not suitable for the Client's Risk Profile and/or the agreed Investment Strategy, it advises the Client against investing in that Financial Instrument. If the Client nevertheless decides to proceed with the transaction, BG Aequitum records, before executing the Client's Investment Instruction, that it has warned the Client of the risks and consequences associated with the Financial Instrument. In such a case, the Client provides BG Aequitum with a specific written release from liability in respect of the risks and consequences associated with that Financial Instrument and acknowledges that BG Aequitum will not carry out any ongoing monitoring of that Financial Instrument.

BG Aequitum reserves the right to amend the Client's Risk Profile on the basis of updated information provided by the Client or otherwise obtained by BG Aequitum. BG Aequitum shall notify the Client of any such amendment and, where necessary or appropriate, agree with the Client on a corresponding amendment to the Investment Strategy.

2.4 RISKS

In connection with Asset Management, the Client is, in principle, exposed to the following risks, without limitation:

1) ***Risk associated with the selected Investment Strategy:*** various risks may arise from the Investment Strategy selected and agreed with the Client. BG Aequitum discloses and explains these risks to the Client before the Investment Strategy is selected.

2) ***Risk of an adverse change in the value of the assets,*** namely the risk that the Financial Instruments held in the Portfolio may lose value. This risk, which may vary depending on the Financial Instrument concerned, is borne entirely by the Client. For information on the risks associated with individual Financial Instruments, please refer to the brochure entitled Risks Involved in Trading Financial Instruments, issued by the Swiss Bankers Association and enclosed with the Agreement.

3) ***Risk arising from insufficient information available to BG Aequitum,*** namely the risk that BG Aequitum may not have sufficient information to make a properly informed investment decision. In providing Asset Management services, BG Aequitum takes into account the Client's financial circumstances and investment objectives as part of its suitability assessment. If the Client provides insufficient or inaccurate information, BG Aequitum may be unable to make investment decisions suitable for the Client. BG Aequitum shall inform the Client if this is the case.

4) ***Risk associated with Qualified Investor status under the legislation governing collective investment schemes:*** Clients receiving Asset Management services within the context of a long-term asset management relationship are deemed to be Qualified Investors under the Collective Investment Schemes Act (CISA). Qualified Investors have access to Collective Investment Schemes (hereinafter "CIS" or "Investment Funds") reserved exclusively for them. This status allows a broader range of Financial Instruments to be considered when structuring the Portfolio. Such CIS/Funds for Qualified Investors may not be subject to government supervision or may be subject to less stringent regulation. They may therefore not be subject, or may be only partially subject, to Swiss regulations, which may entail risks, particularly in terms of liquidity, investment strategy and transparency. Detailed information on the risk profile of a particular Fund is available in its constitutional documents and, where applicable, in its Key Information Document and Prospectus.

5) ***Other risks associated with Collective Investment Schemes (Funds) and Structured Products/Certificates:***
The Client acknowledges that the regulations of certain CIS/Funds (or Structured Products/Certificates) may:
(i) make the sale or redemption of units subject to a notice period;
(ii) provide for the use of estimated prices to calculate the value of units where publicly available prices are unavailable for a given period; or
(iii) suspend the redemption of units for certain periods or until their exact value can be determined.
In accordance with their specific investment policies, certain CIS/Funds or Structured Products/Certificates may permit investments in speculative Financial Instruments, including short and long positions in securities, currencies, options, futures, commodities and other derivatives.

Asset Management may also involve risks falling within BG Aequitum's area of responsibility and for which BG Aequitum is liable to the Client. BG Aequitum has adopted appropriate measures to manage such risks, including compliance with the principles of good faith and equal treatment when handling Client orders. BG Aequitum also ensures the best possible execution of Client orders.

2.5 MARKET OFFERING AND INVESTMENT UNIVERSE

The Market Offering considered for Asset Management includes Financial Instruments listed on stock exchanges, traded over the counter (OTC) or unlisted. These may be third-party or proprietary Financial Instruments and may therefore include Financial Instruments issued or offered by BG Aequitum and/or by the Group to which it belongs, as well as private-label products where BG Aequitum advises on or manages the assets of an Investment Fund or Structured Product, such as a Certificate.

In providing Asset Management services, BG Aequitum may use, in particular, the following Financial Instruments (Investment Universe): equity securities (shares, dividend-right certificates and participation certificates); bonds; money-market instruments; collective investment schemes (CIS or Investment Funds); options transactions; structured products; leveraged products; futures and forward transactions; Financial Instruments used for financing or risk-transfer purposes (credit and insurance derivatives); offshore funds and hedge funds; private equity; real estate; precious metals; commodities; and investments in cryptocurrencies and tokens.

In providing Asset Management services, BG Aequitum may make both direct investments, where the underlying asset is acquired directly, such as shares, bonds or precious metals, and indirect investments, where exposure to the underlying asset is obtained through another investment vehicle, such as an Investment Fund or Structured Product.

2.6 CLIENT CLASSIFICATION

2.6.1 CLASSIFICATION UNDER FINSA

FinSA provides for the following Client classifications:

- Retail Clients,
- Professional Clients and
- Institutional Clients.

Each category is afforded a different level of investor protection, particularly with regard to the duties to provide information, assess appropriateness and suitability, document services and render account.

Retail Clients benefit from the highest level of protection under FinSA. Before offering Advisory Services, BG Aequitum must provide clients with comprehensive information on the risks associated with the relevant Financial Instrument, for example by making available a Prospectus or a Key Information Document containing the essential information concerning the Financial Instrument. The range of Financial Instruments available to Retail Clients is generally limited to Products intended for or permitted to be offered to Retail Clients.

Professional Clients are considered experienced investors and therefore benefit from a lower level of protection than Retail Clients. BG Aequitum may assume that they possess the necessary knowledge and experience and can financially bear the investment risks associated with the Financial Service. Certain requirements, such as the requirement to make a Key Information Document available, do not apply in relation to Professional Clients.

Professional Clients have access to a broader Investment Universe, including Financial Instruments intended exclusively for them or not permitted to be offered to Retail Clients.

Institutional Clients are a subgroup of Professional Clients.

High-Net-Worth Retail Clients may declare in writing that they wish to be treated as Professional Clients (known as "opting out"), provided that they meet one of the following two criteria:

- by virtue of their education and professional experience or comparable experience in the financial sector, they possess the knowledge necessary to understand the risks associated with the investments and have assets of at least CHF 500,000; or
- they have assets of at least CHF 2 million.

Direct investments in real estate, claims under social insurance schemes and occupational pension assets are excluded when calculating these assets.

Retail Clients wishing to be treated as Professional Clients may complete the relevant annex to the Financial Services Agreement, provided that they expressly confirm that they meet all the applicable requirements.

A Professional Client may request to be classified as a Retail Client at any time (known as “opting in”).

2.6.2 CLASSIFICATION UNDER CISA (COLLECTIVE INVESTMENT SCHEMES ACT)

In addition to the classification of Clients under FinSA, the Collective Investment Schemes Act (CISA) distinguishes between Qualified Investors and Non-Qualified Investors.

FINMA may exempt Collective Investment Schemes (Investment Funds) that are open exclusively to Qualified Investors from certain statutory requirements in whole or in part, allowing greater flexibility in terms of the Investment Strategy, investment techniques or access to other asset classes.

Foreign Collective Investment Schemes that have not been approved by FINMA for offering to Non-Qualified Investors may nevertheless be offered to Qualified Investors. Consequently, investors do not benefit from the same level of protection.

If the Client has entered into a long-term Asset Management relationship, the Client is considered by law to be a Qualified Investor pursuant to Article 10 paragraph 3ter CISA. The Client is, however, entitled to declare that they do not wish to be treated as a Qualified Investor.

3. CONFLICTS OF INTEREST, ECONOMIC TIES, RISKS AND MEASURES ADOPTED

3.1 NATURE AND SOURCES OF CONFLICTS OF INTEREST

In general, conflicts of interest may arise where BG Aequitum:

- contrary to the principle of good faith, may make a financial gain or avoid a financial loss at the Client’s expense;
- has an interest in the outcome of a Financial Service provided to the Client or a transaction carried out on the Client’s behalf that conflicts with the Client’s interests;
- in providing the services covered by the Agreement, has a financial or other incentive to favour the interests of another Client or group of Clients over those of the Client concerned;
- contrary to the principle of good faith, receives or will receive from a person other than the Client an inducement in connection with a Financial Service provided to the Client, in the form of monetary or non-monetary benefits or services; or
- has a financial or other incentive to promote the sale to the Client of a particular product or service that is not in the Client’s best interests.

The Client acknowledges and accepts that potential conflicts of interest involving BG Aequitum may arise.

In connection with the Financial Services provided by BG Aequitum, such conflicts may arise, in particular, from:

1) relationships between BG Aequitum or its Relevant Persons[3] and the issuers or promoters of certain Financial Instruments on which BG Aequitum advises its Clients or in which BG Aequitum invests when providing Asset Management services. For example, BG Aequitum may have an incentive to give precedence to such Financial Instruments over others. The Client expressly consents to the Company investing the Client’s assets in units of Collective Investment Schemes managed by the Company;
2) the remuneration arrangements applicable to BG Aequitum Personnel, where variable incentives depend on the volume of investment transactions, the performance or volume of assets under management, or the type of product concerned, which could influence the selection of Financial Instruments in connection with Investment Advisory or Asset Management services;
3) BG Aequitum being part of the Banca Generali Group (Generali Insurance Group);
4) the simultaneous execution of orders for several Clients;
5) the simultaneous execution of Client orders and orders for BG Aequitum’s own account, or transactions reflecting other interests of BG Aequitum or its Relevant Persons; or
6) the simultaneous execution of Client orders and personal transactions by BG Aequitum employees.

[3] A shareholder of the Company, whether a natural person or legal entity; a member of the Company’s Board of Directors or Executive Management; or an employee or staff member of the Company.

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The Client further acknowledges and accepts that BG Aequitum and its Relevant Persons[4] may, at any time, hold long or short positions in Financial Instruments of the same type as those used in connection with the provision of Asset Management or Investment Advisory Services.

3.1.1 ECONOMIC TIES

Monetary benefits and retrocessions received by BG Aequitum

In addition to its fees, BG Aequitum may receive monetary benefits from third parties, including companies belonging to the Group to which it belongs. These may include, without limitation, retrocessions, allowances, distribution fees, reimbursement of expenses, discounts, rebates and other monetary or non-monetary benefits (hereinafter collectively referred to as "Indirect Remuneration") received in consideration for structuring, advisory, distribution or similar services relating to Financial Instruments.

The Client acknowledges that *Indirect Remuneration* may give rise to potential conflicts of interest, as it may create an incentive to select or recommend Financial Instruments in respect of which the Company receives *Indirect Remuneration*. This may be the case, for example, with Financial Instruments in respect of which the Company receives an advisory or management fee, Investment Funds and Structured Products. BG Aequitum adopts appropriate organisational and procedural measures to prevent, identify and manage such conflicts of interest in the Client's best interests.

The types of Indirect Remuneration, the methods used to calculate them and the applicable indicative ranges are described in the "Financial Terms and Conditions" document enclosed with the Asset Management Agreement.

The Client is entitled to request detailed information from BG Aequitum at any time concerning the nature, source and amount of the *Indirect Remuneration* and retrocessions received.

The Client confirms that they have been duly informed of the retrocessions received by BG Aequitum and, to the extent that such retrocessions may be payable to the Client, waives any right to receive them and agrees that BG Aequitum may retain them.

Non-monetary benefits

The Client further acknowledges and accepts that certain financial institutions with which BG Aequitum works, including companies belonging to the Group to which it belongs, as well as suppliers, issuers and promoters of Financial Instruments, may provide BG Aequitum with non-monetary benefits, such as free financial research, training courses for BG Aequitum Personnel and other support services.

Monetary benefits provided to third parties

The Client further acknowledges that BG Aequitum may provide monetary benefits to third parties, such as business introducers. Such benefits may consist of one-off payments or may be calculated, for example, on the basis of the fees charged to the Client for the services provided and the associated *Indirect Remuneration*.

3.2 RISKS AND RELATED MITIGATION MEASURES ADOPTED

Conflicts of interest may entail the risk that BG Aequitum does not act in the Client's best interests. To mitigate this risk, BG Aequitum has adopted the following measures:

1) Measures to prevent or limit undue influence
   BG Aequitum prohibits any person from exercising undue influence over the manner in which its employees provide Financial Services or perform their duties. Any employee who believes that they have been subjected to undue influence in the performance of their assigned duties may report the matter to the Compliance Function.

2) Remuneration system
   BG Aequitum's remuneration system is structured so as not to create incentives for employees to disregard their statutory duties or act detrimentally to Clients. In this regard, BG Aequitum complies with the applicable statutory provisions, in particular Article 25 letter e of the Financial Services Ordinance (FinSO).

3) Internal regulations
   BG Aequitum has adopted Internal Rules of Conduct and Regulations on Conflicts of Interest. Without prejudice to the applicable statutory provisions, these regulations set out and supplement, at an operational level, the rules of conduct

[4]A shareholder of the Company, whether a natural person or legal entity; a member of the Company's Board of Directors or Executive Management; or an employee or other staff member of the Company.

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that BG Aequitum Personnel must observe when providing Financial Services and the procedures to be followed in situations involving conflicts of interest. For example, employees must disclose any mandates that may give rise to a conflict of interest.

4) Investment Process
In connection with the provision of Financial Services, the Company has established a decision-making process for defining and monitoring Investment Strategies, asset allocation and investment decisions. This process ensures that investments for inclusion in Portfolios are selected on the basis of macroeconomic and sector analyses, as well as analyses of Financial Instruments and issuers.

5) Investment Fund selection process
BG Aequitum has implemented an Investment Fund selection process that produces a ranking used to guide its selection decisions.

6) Operating limits
BG Aequitum has established operating limits on the use, in connection with Asset Management and Portfolio Advisory Services, of Financial Instruments involving potential conflicts of interest.

7) Internal organisation
BG Aequitum has established independent control functions that monitor compliance with its internal regulations and the limits applicable to investment transactions.

8) BG Aequitum has adopted measures concerning its premises, Personnel and functional, organisational and information technology arrangements in order to establish confidentiality areas in which information can be segregated and controlled.

9) BG Aequitum regularly trains its employees and provides them with the necessary knowledge and skills.

10) Best Execution
BG Aequitum ensures that Client orders are executed so as to achieve the best possible outcome in terms of cost, timing and quality (Best Execution). In assessing the financial outcome, BG Aequitum takes into account not only the price of the Financial Instrument, but also the costs associated with executing the order and any remuneration received from third parties.

Best Execution also entails BG Aequitum's obligation to take all necessary measures to obtain the best possible result for the Client when executing transactions on the Client's behalf. As a general rule, the price of the Financial Instrument and the costs associated with executing the order, together constituting the total consideration, are given the greatest relative weight in determining the best possible result. However, other factors may affect the overall outcome of a particular transaction for the Client. In specific circumstances, BG Aequitum may therefore give greater weight to execution factors other than immediate price and cost. Where the Client gives a specific instruction, BG Aequitum shall execute the order in accordance with that instruction.

4. COMMUNICATIONS AND ALLOCATION OF RISKS ARISING FROM TRANSMISSION ERRORS

Communications from BG Aequitum are deemed to have been duly made if sent to the most recent address notified in writing by the Client or delivered by hand to the Client.

The Client authorises BG Aequitum to transmit any information and/or communication addressed to the Client and to receive instructions, confirmations of instructions and/or other communications from the Client or an authorised representative by telephone, fax, unsecured email or any other electronic means of communication that BG Aequitum considers appropriate.

BG Aequitum nevertheless reserves the right to require, at any time and before executing any instruction or order, written confirmation in original form, duly signed by the Client.

The Client assumes all risks and shall be liable for any loss arising from the use of the aforementioned means of telecommunication, including, in particular, fraud resulting from the manipulation of content or sender data, breaches of confidentiality, delays, viruses and other errors. The Asset Manager shall be fully released from liability in this regard. The Client undertakes to indemnify and hold BG Aequitum harmless against any loss suffered by it or any claim for damages brought against it as a result of the use of the aforementioned means of telecommunication, except where such loss or claim is attributable to gross negligence on the part of BG Aequitum.

The Client authorises BG Aequitum, at its discretion and without further notice, to record, monitor and/or otherwise document, including in writing, all telephone conversations, electronic communications, Internet conversations (chats) and meetings

with the Client. BG Aequitum may use such recordings, logs or transcripts as evidence and disclose them to any person, including supervisory, administrative or judicial authorities and courts, where it considers such disclosure appropriate and necessary, particularly in connection with any dispute with the Client.

5. DORMANT ASSETS

Contact with Clients may be lost, and their assets may subsequently become dormant. Such assets may ultimately be forgotten by Clients and their heirs. To prevent loss of contact or assets becoming dormant, Clients are advised to take the following measures:

1) ***Changes of name and address:*** promptly notify BG Aequitum of any change of domicile or address and any change of first name or surname.
2) ***Special instructions:*** inform BG Aequitum of any anticipated lengthy absence, any arrangements for correspondence to be sent to a different address or held by BG Aequitum, and how the Client may be contacted in urgent cases during that period.
3) ***Information for trusted persons / Testamentary dispositions:*** another way of preventing assets from becoming contactless is to inform a trusted person who is independent of the Asset Manager about the relationship with BG Aequitum. However, BG Aequitum may provide information to that trusted person only if authorised to do so in writing. The assets concerned may also be mentioned, for example, in the Client's testamentary dispositions.

BG Aequitum will be pleased to answer any questions in this regard. Further information is available in the Guidelines on Dormant Assets published by the Swiss Bankers Association, available at www.bgaequitum.ch.

The Client shall ensure that contact with BG Aequitum is maintained. If contact is lost, BG Aequitum may charge the Client for the costs incurred in tracing the Client and in the special administration and monitoring of contactless and dormant assets. If those costs and charges exceed the value of the available assets, the relationship with the Client may be terminated. BG Aequitum provides further information on contactless and dormant assets on its website and at its business premises.

6. DATA PROTECTION AND PROFESSIONAL CONFIDENTIALITY

6.1 DATA PROTECTION AND PROFESSIONAL CONFIDENTIALITY

BG Aequitum is subject to the statutory duties of confidentiality arising from data protection law and professional confidentiality in respect of data relating to its business relationship with the Client.

The Company implements appropriate measures to protect Client Data and ensure compliance with professional confidentiality. Nevertheless, the Client is informed that these duties of confidentiality are not absolute and that the Company may be required, under other statutory or regulatory provisions, to disclose Client Data to third parties or authorities in Switzerland or abroad. This applies, in particular, to disclosures to:
- banks and other parties involved in operational processes, such as brokers, exchanges and registers;
- Swiss or foreign administrative, supervisory, civil or criminal authorities;
- Swiss or foreign tax authorities; and
- third parties in connection with the outsourcing of functions or activities.

The Client authorises the Company to disclose such information ("Client Data") and releases it from its duty of professional confidentiality to the extent necessary for this purpose.

The Client is also informed that, as the Company belongs to a foreign financial group – the Banca Generali Group or the Assicurazioni Generali Group – the Group's control functions, including external auditors, Internal Audit, Compliance and Risk Management, as well as those of the Swiss parent bank, BG (Suisse) Private Bank, may require access to confidential documents and data when carrying out their control activities. The Company is required to conduct regulatory compliance checks, particularly during the onboarding process, as well as periodic compliance reviews, especially to ensure compliance with anti-money laundering legislation and regulations and fraud-prevention obligations. It must also comply with ongoing regulatory and compliance obligations under financial legislation and regulations, including obligations relating to reports and disclosures to financial services regulators and tax authorities in Switzerland and abroad, the parent company, the Company's direct and indirect affiliates within the Generali Group, and their respective regulators, particularly for the purposes of consolidated supervision. The Client acknowledges and accepts this and releases the Company from its duties of confidentiality to the extent necessary to protect the legitimate interests of the Company or its employees.

For further information on data protection, please refer to BG Aequitum's Privacy Policy, available at www.bgaequitum.com.

The Company is also authorised to obtain from third parties in Switzerland and abroad any information concerning the Client that is necessary for the business relationship and to use such data for the purposes for which it was obtained and in

accordance with the applicable statutory provisions. This applies in particular, but not exclusively, where the Company is required, in order to fulfil its statutory clarification obligations under the applicable anti-money laundering legislation, to carry out an enhanced review of the Client with the assistance of specialised external service providers.

As a general rule, BG Aequitum is the controller responsible for processing the Client's personal data. BG Aequitum processes data concerning the Client ("Client Data") insofar as necessary to enter into and perform the Agreement with the Client, to take pre-contractual measures at the Client's request and for compatible purposes. Within these limits, BG Aequitum processes Client Data, in particular, to carry out business processes, ensure information technology security, administer systems, manage contractual relationships – including performance of the Agreement and communications with the Client – and conduct marketing activities. For the purposes of entering into and performing agreements, BG Aequitum may obtain from third parties, including other Generali Group companies ("Group Companies"), any information concerning the Client that is necessary to assess the application and perform the contractual relationship. BG Aequitum also processes Client Data to safeguard its own legitimate interests, those of third parties – including companies belonging to the Banca Generali Group or the Assicurazioni Generali Group – and/or those of Clients, provided that such interests are not overridden by the conflicting interests of the Clients concerned. In all cases, BG Aequitum must comply with its statutory or supervisory disclosure and reporting obligations. For further details, please refer to BG Aequitum's Privacy Policy.

6.2 CONSENT TO DATA SHARING

The Client wishes to benefit from the global capabilities and resources of the Generali Group and to enable BG Aequitum to manage the relationship comprehensively, efficiently and in compliance with applicable requirements ("Relationship Management"). The Client's authorisation to Process Data, as described below, is required for this purpose and enables coordinated and efficient services to be provided, certain services and operations to be outsourced, and legal, regulatory or Compliance requirements arising under Swiss or foreign law to be met, including Group Data Sharing requirements. This authorisation is granted by means of this Consent.

Definitions

- "Data" means all information concerning the existence and content of the Client relationship, including information concerning third parties, such as data relating to the beneficial owner. In particular, Data includes all information contained in the account-opening and Know Your Customer ("KYC") documentation, Data relating to assets and transactions, and all information obtained from the Client or derived from other sources.

- "Process"/"Processing" includes, without limitation, the disclosure, transmission, accessing, sharing, use, analysis, exchange and storage of Data, as well as the creation and ongoing sharing, in Switzerland and abroad, of profiles based on the Data.

- "Outsource"/"Outsourcing" means that Generali Group entities may outsource all or part of their operations and services to other Generali Group entities and selected third-party service providers in Switzerland and abroad. This may include, in particular, information technology services, including information and Data processing; risk management; Compliance; master data management; accounting, including financial accounting and controlling; in-house anti-money laundering services; and other back- and middle-office services.

- "Generali Group" means Assicurazioni Generali S.p.A. and Banca Generali S.p.A., together with their direct and indirect subsidiaries, branches and affiliated companies worldwide, including all divisions within those entities. For an up-to-date list of the countries to which Data may be transferred, please refer to the Annual Report of Assicurazioni Generali S.p.A., available on the parent company's official website.

- "Group Data Sharing" – means the group-wide policies and procedures implemented by Assicurazioni Generali S.p.A. ("Assicurazioni Generali"), as the parent company of the insurance group of which the banking group to which BG Aequitum belongs forms part. These include procedures for sharing information within the insurance group for anti-money laundering purposes and creating a common information base that enables all insurance group entities to profile Clients consistently. This sharing of information is required under European legislation, particularly Directive (EU) 2015/849 (Fourth Anti-Money Laundering Directive – 4AMLD), which requires financial groups to adopt group-wide control and prevention procedures, and Directive (EU) 2018/843 (Fifth Anti-Money Laundering Directive – 5AMLD), which strengthened these obligations by introducing greater transparency and stricter supervision of groups operating in multiple countries. In practice, these provisions require companies belonging to an international group to be able to disclose certain Client Data to their European parent company where necessary to prevent money laundering or terrorist financing, perform internal controls and legally required checks, or ensure consolidated supervision, namely consistent group-wide oversight of risk. To comply with these regulatory requirements, Assicurazioni Generali has, among other measures, established a centralised database containing Data received from Group companies. Group companies must therefore transmit Data concerning business relationships with Clients that meet predefined criteria. By means of this Consent, the Client authorises BG Aequitum to Process Data for Relationship Management purposes, outsource services and operations to Generali Group entities worldwide and selected third-party service providers, as well as comply with the legal, regulatory and Compliance requirements applicable to the Generali Group.

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BG Aequitum may engage third parties in Switzerland and abroad in connection with the provision of the Financial Service selected by the Client, particularly in the areas of financial analysis, Compliance, risk control, the prevention and combating of money laundering and terrorist financing, information technology and data-processing systems, and the storage of business records. BG Aequitum ensures that such persons possess the skills, knowledge and experience required for their activities and hold any necessary registrations. It also ensures that any appointed auxiliary or third party undertakes to treat the Client-specific data, information and documents received in connection with its activities with the same degree of confidentiality as BG Aequitum. The Client acknowledges that auxiliaries or third parties located abroad are not necessarily subject to professional confidentiality requirements equivalent in scope to those laid down in Article 69 FinIA. BG Aequitum is liable only for exercising due care in the selection, instruction and supervision of such third parties.

In particular, the Client consents to and accepts:
- that information concerning the Client's relationship with BG Aequitum may need to be shared with other Generali Group entities in order to comply with applicable laws, including statutory provisions applicable to Generali Group entities outside Switzerland, and internal policies for the prevention of money laundering and terrorist financing;
- that Generali Group entities and third-party service providers are committed to ensuring the confidentiality and security of the Data;
- that, notwithstanding the Processing of Data and the coordination of certain services, Generali Group entities operate independently of one another and are subject to the laws and regulations applicable to them;
- that certain Generali Group entities receiving Data may outsource some of their tasks, operations and services, including Data Processing, to other Group entities and third-party service providers;

The Client further acknowledges that BG Aequitum shall not be liable for any loss or damage caused directly or indirectly by the Processing of Data, unless such loss or damage is the direct result of an intentional breach of this Consent or gross negligence on the part of BG Aequitum.

Although all European Generali Group entities comply with European Union data protection standards, certain entities may be located outside Europe. The Client therefore acknowledges that foreign jurisdictions may not provide standards of professional confidentiality and data protection equivalent to those provided under Swiss law.

The Client further acknowledges that foreign authorities may access the Client's Data in the course of inspections and that Assicurazioni Generali S.p.A. and its affiliated entities and subsidiaries (the "Generali Group") may disclose such Data to civil, administrative, regulatory, criminal and/or tax authorities or other third parties, whether upon request or otherwise, in connection with Group-wide monitoring and reporting concerning the prevention of money laundering and terrorist financing. For an up-to-date list of the countries to which Data may be transferred, please refer to the Annual Report of Assicurazioni Generali S.p.A., available on the parent company's official website.

Finally, the Client instructs and authorises BG Aequitum to communicate Data by telephone, fax, email or any other means of remote data transmission, including, without limitation, electronic data transmission. The Client represents and warrants that they have obtained all freely given and informed consents and approvals necessary to enable BG Aequitum to Process the personal Data of third parties.

By means of this Consent, the Client accepts the Processing of Data in Switzerland and abroad and therefore expressly waives their statutory rights to secrecy, confidentiality and data protection under the applicable Swiss laws governing professional confidentiality and data protection.

This Consent does not in any way restrict or limit the scope of any other consent and/or authorisation provided by the Client that may already permit the same or similar levels of disclosure as those provided for in this Consent.

This Consent shall remain valid until the Company receives an express written revocation. The revocation shall be processed without undue delay. The Processing of Data carried out before the revocation takes effect shall remain unaffected, and any Data already transmitted shall continue to be held by the relevant Generali Group entities or third-party service providers.

If any provision of this Consent is found to be null and void, ineffective or unenforceable, the remaining provisions shall remain valid and enforceable.

This Consent shall be governed by and construed in accordance with substantive Swiss law. Subject to any mandatory places of jurisdiction prescribed by law, Lugano shall be the exclusive place of jurisdiction for all proceedings. Lugano shall also be the place of performance and, for Clients domiciled abroad, the place of debt enforcement.

7. AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS, APPLICABLE LAW AND PLACE OF JURISDICTION

BG AEQUITUM SA
Banca Generali Group
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6900 Lugano
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BG Aequitum reserves the right to amend unilaterally, at any time, the provisions of these Information and General Terms and Conditions. Any such amendments shall be communicated promptly to the Client in an appropriate manner, for example by newsletter or publication on BG Aequitum's website. It is expressly agreed that, unless the Client objects, the amendments shall be deemed tacitly accepted and shall be binding on the parties. Any objection must be received by BG Aequitum in writing within thirty days of publication of the amendments.

Any legal relationship between the Client and the Company shall be governed exclusively by Swiss law. The place of performance, exclusive place of jurisdiction for all proceedings and place of debt enforcement for Clients domiciled in Switzerland or abroad shall be LUGANO, Switzerland. The Company reserves the right to bring proceedings before the courts at the Client's domicile or before any other court having jurisdiction, in which case Swiss law shall remain exclusively applicable. Any mandatory places of jurisdiction prescribed by law remain reserved.

8. COMPLAINT HANDLING AND OMBUDSMAN

Client satisfaction is our priority. If a dispute concerning a legal claim arises between a Client and BG Aequitum, the Client must submit a written complaint to the BG Aequitum Compliance Function or, where applicable, to their Adviser, specifying the subject matter of the complaint and providing their contact details.

Any complaint concerning an account statement or other communication from BG Aequitum must be submitted promptly following receipt and, in any event, no later than thirty days thereafter. Failure by the Client to raise an objection promptly may constitute a breach of their duty to mitigate loss. The Client shall consequently be liable for any additional loss arising from that failure. BG Aequitum shall endeavour to address complaints as quickly as possible.

If a Client considers BG Aequitum's handling of a complaint to be inadequate, they may initiate mediation proceedings before an ombudsman. In this case, the Client may contact the following ombudsman:

OFS Ombud Finance Switzerland
16 Boulevard des Tranchées – 1206 Geneva
Tel.: +41 (22) 808 0451 - https://ombudfinance.ch/

Place / Date: _____ _____

Client