

General Information on

I. General Terms of Conditions

II. Data Protection Note

September 2019



I. General Terms and Conditions

1. Object and Scope

The General Terms and Conditions (GTC) set forth in the following shall govern the business relationships between the Client and the Sophos Trust reg. ("Company") provided that no separate agreements of a different nature have been concluded. For the purpose of simplicity, the masculine version has been used in all forms and naturally also refers to the feminine version.

2. Communications of the Company

Communications shall be deemed as duly and legally effected if they have been dispatched or held at the Client's disposal in accordance with the most recent instructions received from him or, for the sole purpose of the Client's protection, in a manner deviating from. The Client has acknowledged that the Company, subject to any other express agreements to the contrary, is not obliged to undertake administrative acts without special instructions from the Client. The date of dispatch shall be deemed as the date on the Company's file copies or dispatch list.

3. Restricted Capacity to Act

The Client shall bear all damage arising from his own lacking legal capacity to act or that of authorized third parties unless this has been communicated in writing and to the Company with proof of evidence. The Company is not obliged to undertake any clarifications concerning the legal capacity of the Client or of authorized third parties.

4. Requests for Client Information and Communication from the Client

The Company must obtain various information from the Client for the purpose of performing its services. It is in the interest of the Client to provide this information to the Company, since the Company is otherwise unable to perform its services. Furthermore, it is also important that the information made available by the Client is precise. For this purpose, complete and truthful information about the Client is essential. If the Company is obliged to provide the Client with information before executing orders, or documents, or requires additional information or instructions, but is unable to reach the Client, either because the Client does not wish to be contacted by the Company, or because the Client cannot be contacted on short notice, then in case of doubt, the Company reserves the right not to execute the order, in the interest of protecting the Client. In this event, the Company shall not accept any liability for orders that are not executed on time or for damages caused. The Company is entitled to rely on the accuracy of the information received from the Client, unless the Company knows or should know that the information is obviously obsolete, incorrect or incomplete. The Client is required to notify the Company in writing if the information provided to the Company, such as his name, address, domicile, nationality, tax domicile, etc., should change. Within the context of an ongoing business relationship the Client shall furthermore be obliged, at the request of the Company, to update his details at regular intervals.

5. Errors of Transmission

All damage resulting from the use of postal services, telephone, fax, e-mail, other means of electronic transmission or other means of communication or other transmission carriers, specifically through loss, delay, misunderstandings, mutilation or duplication, shall be borne by the Client unless gross negligence by the Company can be proven. The company shall also not be liable for losses resulting from natural events, war, strikes, or other instances of force majeure.

6. Recording of Telephone Calls

The Company has the right – and in some cases the legal obligation to record telephone conversations. It may use these recordings as evidence. These are retained according to the statutory requirements.

7. Execution of Orders

In the event of defective, delayed or non-execution of orders the Company shall be liable at most for interest covering the period involved unless in the particular case it had been advised expressly and in writing of the danger of more extensive damage. The Client shall in every case bear the risk of an unclearly formulated, incomplete or faulty order. The Company cannot be held liable for the non-execution or delays in the execution of orders caused in connection with the fulfilment of its legal obligations (in particular in accordance with the Due Diligence Act) or economic sanctions. Finally, the Company is not obligated to execute orders which have been issued using electronic means, provided no corresponding special agreement has been concluded. In the case of orders concerning investments abroad or transactions relation to custody account holdings, Art. 13 GTC (Confidentiality and Release from Confidentiality) must also be observed.

8. Objections

Objections by the Client regarding defective or delayed execution as well as non-execution of instructions of any kind or any kind of complaint concerning the reports and financial reporting of the Company, which are regularly received by the Client, as well as objections regarding other communications and actions of



the Company, must be lodged immediately upon receipt of the relevant advice or communication, but at the latest within the time period stipulated by the Company. If an expected advice or communication of the Company is not received by the Client in due time, the complaint or objection must be registered as if such an advice or communication had been received as usual by mail. The Client shall bear any damage arising from a delay in registering his objections. The reports and financial reports of the Company shall be regarded as correct, and all items contained in such statements, insofar as the Client does not object to these in writing within one month.

9. Fees and other Charges

Fees and other charges by the company shall be calculated in accordance with terms and conditions, which form an integral part of the mandate, in force at the time. Furthermore, the company is entitled to charge separately for extraordinary services and outlays that are not covered by the fees. The Company is permitted to debit fees and other charges directly from the account of the Client. The Company may levy extra charges for exceptional services it has provided or costs it has incurred (for example in conjunction with compliance investigations, compulsory enforcement, insolvency, official assistance, mutual assistance, disclosure and other legal proceedings and follow-up investigations).

10. Dormant Accounts

The Company and the Client shall take appropriate measures to prevent accounts from becoming dormant. The Client may approach the Company in the case of questions in connection with dormant accounts. The management for dormant business relationships can be continued at the discretion of the Company, whereby the Company reserves the right to debit charges directly from the account for its costs in this connection, as well as its expenses for inquiries and investigations, when there is a respective authorization/ power of attorney in place. The Company will have the discretion to terminate the dormant business relationship by postal delivery of the notice of termination to the last announced address of the Client.

11. Taxation and General Legal Aspects

The Client himself is responsible for the proper taxation of his assets and for the proper taxation of the income generated by such assets in accordance with the legal provisions applicable at his tax domicile(s). He is responsible for complying with the regulatory and statutory provisions (including tax legislation) which apply to him, and must comply with such provisions at all times. With the exception of special provisions and agreements, the advice and information provided by the Company does not refer to the tax consequences of investments for the Client or generally to his tax situation; in particular, any liability of the Company for the tax consequences of recommended investments is excluded.

12. Data Processing, Outsourcing and Data Protection

Within the framework of processing and maintaining the Client relationship, the Company is required to process and utilize personal details, transaction details and other data relating to the Client's banking relationship (hereinafter referred to as «Client data»). Client data includes all information relating to the business relationship with the Client, especially confidential information on the contracting party, (further) authorized representatives, beneficial owners and any other third parties. The term «confidential information» includes the name/company name, address, domicile/registered office, date of birth/date of formation, profession/purpose, contact details, account number, IBAN, BIC and other transaction details, account balances, portfolio data and details of loans and other bank or financial services as well as the tax identification number and other information relevant under tax or due diligence law. Without the express written consent from the bank Client, the Company shall be authorized to outsource business areas (e.g. information technology, maintenance and operation of IT systems, printing and mailing of documents, compliance, risk management, internal audit, due diligence officer, investigating officer) in full or in part to selected contracting parties (hereinafter referred to as «outsourcing partners»). The Company can arrange for individual services to be performed by selected contracting parties (hereinafter referred to as «service providers»). To this end, the bank is entitled to communicate the Client data required for this purpose to outsourcing partners and service providers. The Client also acknowledges and accepts that, in conjunction with managing and maintaining the business relationship, Client data may be disclosed within the Company and processed (in particular electronically) by the bank's employees domestically and abroad. In each case, client data shall be communicated to the relevant outsourcing partners, service providers in accordance with the statutory, regulatory and data protection law provisions. The Company shall take appropriate technical and organizational measures to ensure data confidentiality.

13. Confidentiality and Release from Confidentiality

Due to statutory provisions concerning Client confidentiality, data protection and further professional secrecy obligations (hereinafter referred to as «confidentiality protection»), the members of the executive bodies as well as the employees and representatives are subject to the obligation to keep information to which they have become privy due to their business relationship with the Client confidential for an indefinite period. Information that is covered by confidentiality protection is referred to as «client data» in the following. Client data includes all information relating to the business relationship with the Client, in



particular confidential information about the contracting party, (further) authorized representatives, beneficial owners as well as any possible third parties. The term «confidential information» includes the name/company name, address, domicile/registered office, date of birth/date of formation, profession/purpose, contact details, account number, IBAN, BIC and other transaction details, account balances, portfolio data and details of loans and other bank or financial services as well as the tax identification number and other information relevant under tax or due diligence law. In order to render its services, as well as to safeguard its legitimate claims, it may under certain circumstances be necessary for the Company to forward confidential Client data to third parties in Liechtenstein or abroad. In respect of the Client data, the Client expressly releases the Company from confidentiality protection and authorizes the Company to forward client data to third parties in Liechtenstein or abroad. The Client data may in this conjunction also be forwarded in the form of documents that the Company has prepared itself in conjunction with the business relationship with the Client or has received from the Client or from third parties.

This means the Company can forward client data in particular in the following cases:

- The Company is required to forward the client data by a public authority or court, based on law, supervisory law and / or international treaties.
- Compliance with Liechtenstein and non-domestic legal provisions applicable to the Company require the forwarding (for example report of business transactions pursuant to MiFIR).
- The Company responds to legal measures that have been taken or initiated against the Company (including as a third party) in Liechtenstein or abroad by the Client.
- The Company responds to legal measures that third parties initiate against the Company on the basis of the services that the Company has rendered on behalf of the Client.
- The Company undertakes debt enforcement measures or other legal measures against the Client.
- The Company responds to accusations that the Client makes in public, in the media or vis-à-vis Liechtenstein or non-domestic public authorities.
- Service providers of the Company receive access to Client data within the context of signed legal agreements.
- The Company outsources individual business areas (for example the printing and dispatch of documents, compliance, risk-management, internal audit, due diligence officer, investigating officer) or parts thereof.
- For the purpose of fulfilling statutory due diligence obligations, the Company is also entitled in individual cases to commission third parties in Liechtenstein and abroad to perform the necessary investigations and to forward the corresponding client data.
- For the purpose of rendering its services, the Company may need to grant employees of the Company or of authorized representatives who have undertaken to adhere strictly to confidentiality remote access to client data from Liechtenstein or abroad.
- Within the context of the trading or the administration of custody account assets, the Company is obliged or entitled by statutory provisions in Liechtenstein and abroad to forward Client data, or the forwarding is necessary for the purpose of executing a transaction or administration. The latter may be the case, for example, if trading markets, collective deposit centers, third-party custodians, stock exchanges, brokers, banks, issuers, financial market supervisory or other authorities, etc., are for their part obliged to demand the disclosure of client data by the Company. The Company may forward client data in individual cases upon request, as well as on its own initiative (for example within the context of completing the documents required for the transaction or administration). In this conjunction, enquiries may also be made following the completion of a trading transaction or administration, in particular for monitoring or investigative purposes. By issuing the order to trade or to administer custody account assets, the Client also expressly authorizes the Company to make any possible disclosures of the client data.

The Client acknowledges that the client data is processed by the Company and by third parties in order to fulfil the purpose, and that once it has been disclosed it may not necessarily continue to be covered by confidentiality protection. This also applies in particular in the event of forwarding client data to another country, and there is also no assurance that the non-domestic level of protection corresponds to that in Liechtenstein. Liechtenstein as well as non-domestic laws and official orders may oblige third parties to disclose the received client data on their part, and the Company then no longer has control over the possible further use of the client data. The Company is not obliged to report the forwarding of client data to the Client.

14. Termination

The Company shall be entitled to terminate existing business relationships at any time at its discretion without giving reasons. Even where a period of notice exists or a fixed deadline has been agreed, the Company shall be entitled to terminate a relationship immediately, if the Client is in default with a payment or action, if his financial standing has deteriorated significantly, a compulsory execution order is enforced



against him or criminal proceedings are pending against him that jeopardize the reputation of the Company.

15. Supervisory Authority

The Company is subject to the supervision of the Liechtenstein Financial Market Authority FMA, Landstrasse 109, Postfach 684, FL-9490 Vaduz (www.fma-li.li).

16. Public Holidays

Liechtenstein public holidays and Saturdays shall have the same legal status as Sundays.

17. Language

German is the authoritative language. In the case of foreign language texts, the German text shall be taken as an aid to interpretation.

18. Place of Performance

The Company's place of business shall serve as the place of performance for mutual obligations.

19. Severability Clause

If one or more provisions of these GTC become ineffective or invalid, or if the GTC should have gaps, this shall not affect the validity of the remaining provisions. The invalid provisions are to be interpreted or replaced in a manner which comes as close as possible to accomplishing the desired purpose.

20. Applicable Law

All legal relationships between the Client and the Company shall be governed by the laws of the Principality of Liechtenstein.

21. Jurisdiction

The court of jurisdiction is Vaduz. The Client accepts this jurisdiction for all legal proceedings. However, legal action may be taken against the Client at his place of residence, or before any other competent court or authority.

22. Complaints Procedure/Arbitrator

Pursuant to the Ordinance on the Financial Services Conciliation Board (Finanzdienstleistungs-Schlichtungsstellen-Verordnung, FSV, LGBl. 2009 No. 279) the extrajudicial Conciliation Board has jurisdiction for the resolution of disputes between trustees or trust companies and clients. Further information can be obtained from www.schlichtungsstelle.li.

23. Alterations

The Company reserves the right to alter these GTC at any time. The Client shall be advised of such alterations in writing or by other suitable means, and shall be deemed to have approved them unless he objects within one month.

24. Validity

These GTC come into force on 01 September 2019.



II. Data Protection Note

With the following data protection notice we would like to give you an overview on how personal data may be processed by our Trust Company and your rights in relation to this information under the new EU General Data Protection Regulation (GDPR) and the Liechtenstein Data Protection Act (DPA). The specific data that will be processed and how the data will be used will essentially depend on the services and products that will be provided and/or have been agreed upon in each specific case. The Trust Company is legally bound to protect your privacy and keep your information confidential and will therefore implement a range of technical and organizational measures to ensure data security for all processing of personal data.

In the course of our business relationship, we will need to process personal data required for the purpose of setting up and conducting the business relationship, meeting applicable statutory or contractual requirements, providing services and executing orders. Without having this data, we would generally be unable to enter into or maintain a business relationship, process orders, or offer services and specific products.

Should you have any questions concerning specific data processing activities or wish to exercise your rights, as further described under section 5 below, please contact the controller:

SOPHOS Trust reg., Städtle 27, POBox 1632, FL-9490 Vaduz, Liechtenstein, Telefon: +423 239 19 39

1. Which data will be processed (data categories) and from which sources do they come from (origin)?

We collect and process personal data that we obtain in the course of our business relationship with our Clients. Personal data may be processed at any stage of the business relationship and the type of data will vary depending on the group of persons involved.

Generally, we will process personal data that you provide in the course of submitting agreements/contracts, forms, correspondence or other documents to us. As far as necessary in order to provide services, we will also process any personal data, which are generated or transmitted as a result of using products or services, or that we have lawfully obtained from third parties (e.g. Trust Company) or public authorities (e.g. UNO and EU sanctions lists). Finally, we may process personal data from publicly available sources (e.g. land registers, commercial registers and registers of associations, the press, the Internet). Apart from Client data, we may, where appropriate, also process personal data of other third parties involved in the business relationship, including data pertaining to (further) authorized agents, representatives, legal successors or beneficial owners under a business relationship. Please ensure that such third parties are also aware of this data protection notice.

Personal data concerns the following categories of data in particular:

Master data

- Personal details (e.g. name, date of birth, nationality)
- Address and contact details (e.g. physical address, telephone number, e-mail address)
- Identification information (e.g. passport or ID details) and authentication information (e.g. specimen signature)
- Data from publicly available sources (e.g. tax numbers)

Further basic data

- Information on services and products used (e.g. investment experience and investment profile, consultancy minutes, data concerning effected transactions)
- Information about household composition and relationships (e.g. information about spouse or partner and other family details, authorised signatories, statutory representatives)
- Information about household composition and relationships (e.g. information about spouse or partner and other family details, authorized signatories, statutory representatives)
- Information about the professional and personal background (e.g. professional activity, hobbies, wishes, preferences)
- Technical data and information about electronic transactions with the Trust Company (e.g. access logs or changes)
- Image and sound files (e.g. video recordings or recordings of telephone calls)



2. For which purposes and on which legal basis will your data be processed?

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

- **For the performance of a contract or to take steps prior to entering into a contract** in connection with supplying and acting as intermediary in relation to establishment of legal entities, companies, trusteeship for third parties; acceptance of board mandates in accordance with art. 180 PGR; exercise of functions such as a foundation council of a foundation, management or management function of a company or a similar functions; providing a registered office, business, postal or administrative address (representative office) and other related services involved and may include for a trust company.
- **For compliance with a legal obligation or in public interest**, in particular the compliance with statutory and regulatory requirements (e.g. compliance with the GDPR, the DPA, the Liechtenstein Trust Act, due diligence and anti-money laundering rules, regulations designed to prevent market abuse, tax legislation and tax treaties, monitoring and reporting obligations, and for the purpose of managing risks). If you do not provide us with the necessary data, we have to fulfill corresponding supervisory duties and are forced to discontinue the business relationship if necessary.
- **For the purposes of the legitimate interests pursued by us or by a third party** that have been specifically defined, including determining product ratings, marketing and advertising, performing business checks and risk management, reporting, statistics and planning, preventing and investigating criminal offences, video surveillance to ensure compliance with house rules and to prevent threats, recordings of telephone calls.
- **On the basis of the consent** given by you for the purpose of supplying trustservices or for the purpose of executing orders, including, for example, transferring data to service providers or contracting partners of the Trust Company. You have the right to withdraw your consent at any time. This also applies to declarations of consent provided to the Trust Company before the GDPR came into effect, i.e. prior to 25 May 2018. Consent may only be withdrawn with effect for the future and does not affect the lawfulness of data processing undertaken before consent was withdrawn.

We reserve the right to engage in the further processing of personal data, which we have collected for any of the foregoing purposes, including any other purposes that are consistent with the original purpose or which are permitted or prescribed by law (e.g. reporting obligations).

3. Who will have access to personal data and how long will the data be held?

Parties within and outside of the Trust Company may obtain access to your data. Departments and employees within the Trust Company may only process your data to the extent required for the purpose of fulfilling our contractual, statutory and regulatory duties as well as pursuing legitimate interests. Other companies, service providers or agents may also have access to personal data for such purposes, subject to statutory regulations. The categories of processors may include companies supplying trust services, companies operating under distribution agreements and companies supplying IT, logistics, printing, advisory and consultancy, distribution and marketing services. In this context, recipients of your data may also include other financial services institutions or similar organizations to which we transfer personal data for the purposes of conducting the business relationship (e.g. custodian banks, brokers, stock exchanges, information centers).

Public bodies and organizations (e.g. supervisory authorities, fiscal authorities) may also receive your personal data where there is a statutory or regulatory obligation.

Data will only be transferred to countries outside the EU or EEA (so-called third countries) if

- this is required for the purpose of taking steps prior to entering into a contract, performing a contract, supplying services or executing orders (e.g. executing securities transactions);
- you have given us your consent (e.g. for Client support provided by another company);
- this is necessary for important reasons of public interest (e.g. anti-money laundering compliance); or
- this is mandatory by law (e.g. transaction reporting obligations).

However, these are only countries for which the EU Commission has decided that they have an adequate level of data protection or we are taking measures to ensure that all recipients have an adequate level of data protection. If necessary, we conclude standard contract clauses, which in this case are available on request.



We process and store your personal data throughout the duration of the business relationship, unless there is a stringent obligation to erase specific data at an earlier date. It is important to note that our business relationships may subsist for many years. In addition, the length of time that data will be stored will depend on whether processing continues to be necessary as well as the purpose of processing. Data will be erased at regular intervals, if the information is no longer required for the purpose of fulfilling contractual or statutory duties or pursuing our legitimate interests, i.e. the objectives have been achieved, or if consent is withdrawn, unless further processing is necessary by reason of contractual or statutory retention periods or documentation requirements, or in the interests of preserving evidence throughout any applicable statutory limitation periods.

4. Will there be automated decision-making including profiling?

We basically do not make decisions based solely on the automated processing of personal data. We will inform you separately in accordance with the statutory regulations of any intention to use this method in particular circumstances.

Certain business areas involve the automated processing of personal data at least to a certain extent, where the objective is to evaluate certain personal aspects in line with statutory and regulatory requirements (e.g. money laundering prevention), carry out needs-analysis in relation to products and services or for the purpose of managing risks.

The Trust Company reserves the right, in future, to analyze and evaluate Client data (including the data of any third parties involved) by automated means for the purpose of identifying key personal characteristics in relation to Clients, predicting developments and creating Client profiles. Such data will be used, in particular, to perform business checks, provide customized advice, offer products and services and provide any information that the Trust Company may wish to share with Clients.

5. Which data protection rights do you have?

You have the following data protection rights pursuant to the GDPR in respect of personal data relating to you:

- **Right of access:** you may obtain information from the Trust Company about whether and to what extent personal data concerning you are being processed (e.g. categories of personal data being processed, purpose of processing, etc.).
- **Right to rectification, erasure and restriction of processing:** You have the right to obtain the rectification of inaccurate or incomplete personal data concerning you. In addition, your personal data must be erased if the data are no longer necessary in relation to the purposes for which they were collected or processed, if you have withdrawn your consent, or if the data have been unlawfully processed. You also have the right to obtain restriction of processing.
- **Right to withdraw consent:** You have the right to withdraw your consent to the processing of personal data concerning you for one or more specific purposes at any time, where the processing is based on your explicit consent. This also applies to declarations of consent provided before the GDPR took effect, i.e. prior to 25 May 2018. Please note that consent may only be withdrawn with effect for the future and does not affect any data processing undertaken prior to withdrawing consent. Moreover, the withdrawal of consent has no effect in relation to data processing undertaken on other legal grounds.
- **Right to data portability:** you have the right to receive the personal data concerning you, which you have provided to the controller, in a structured, commonly used and machine-readable format, and to have the data transmitted to another controller.
- **Right to object:** You have the right to object, on grounds relating to your particular situation, without any formal requirements, to the processing of personal data concerning you, if such processing is in the public interest or in pursuit of the legitimate interests of the Trust Company or a third party. You also have the right to object, without any formal requirements, to the use of personal data for promotional purposes. If you object to the processing of your personal data for direct marketing purposes, we will discontinue processing your personal data for this purpose.



- **Right to lodge a complaint:** You have the right to lodge a complaint with the relevant Liechtenstein supervisory authority. You may also lodge a complaint with another supervisory authority in an EU or EEA member state, e.g. your place of habitual residence, place of work or the place in which the alleged breach took place.

The contact details for the data protection authority in Liechtenstein are as follows: Liechtenstein Data Protection Office, Städtle 38, P. O. Box 684, 9490 Vaduz, Liechtenstein, Telephone: +423 236 60 90, E-Mail: info.dss@llv.li

You should preferably submit any requests for access or raise any objections in writing with the Data Protection Officer. The Data Protection Officer is also the appropriate point of contact for any other data protection matters.

Status: September 2019