GENERAL INFORMATION DOCUMENT

Intesa Sanpaolo Wealth Management S.A., a public limited liability company *(société anonyme)* incorporated under the laws of the Grand Duchy of Luxembourg, registered with the Luxembourg trade and companies register under number B117963 and having its registered office at Boulevard de Kockelscheuer 28, L-1821 Luxembourg, Grand Duchy of Luxembourg, is a credit institution established and authorised in Luxembourg ("**ISPWM**").

ISPWM is subject to the supervision of the following supervisory authorities (supervised entity number B00000350):

- the European Central Bank (hereinafter referred to as the "**ECB**"), having its registered office at Kaiserstrasse 29, 60311 Frankfurt am Main, Germany; and
- the Commission de surveillance du secteur financier (hereinafter referred to as the "**CSSF**"), having its registered office at route d'Arlon 283, 1150 Luxembourg, Grand Duchy of Luxembourg.

In this document, the terms "**we**" and "**Bank**" refer to the latter. The registration of Intesa Sanpaolo Wealth Management S.A. can be verified on the website of the CSSF (https://edesk.apps.cssf.lu/search-entities/search).

Intesa Sanpaolo Wealth Management S.A. is part of the Intesa Sanpaolo Group (the "**Group**").

Where the Bank provides investment services, it is subject to the Directive 2014/65/EU on markets in financial instruments ("**MiFID II**"), as transposed into Luxembourg law.

The Bank is furthermore subject to additional Luxembourg law requirements, including but not limited to rules relating to the provision of payment services. This General Information Document provides certain information to the clients of the Bank required by virtue of the aforementioned legislation.

Pursuant to the provisions of MiFID II, the Luxembourg law of 5 April 1993 on the financial sector, as amended, transposing MiFID II, the Luxembourg law of 30 May 2018 on markets in financial instruments, as amended (together, the "**Applicable Law**"), this document has been prepared to provide the following information to clients of the Bank:

- a description of the disclosures regarding the offering of certain banking and investment services as a package;
- a description of the Bank's policy for managing conflicts of interest;
- a description of the Bank's management of inducements and a description of inducements received by the Bank in respect of the Services (as defined below);
- information on the absence of an appropriateness test;
- a description of the Bank's policy on order execution and the rules for processing orders;
- an overview of the main characteristics and risks of financial instruments; and
- a description of the Bank's complaints handling procedure.

Capitalised terms not separately defined herein shall have the meaning ascribed to them in the Bank's General Terms and Conditions and Special Conditions (together, the "**Terms and Conditions**"), unless the context requires otherwise.

This document must be read together with the applicable Terms and Conditions. In case of any inconsistency or contradiction between this document and the applicable Terms and Conditions, the latter will prevail.

The Bank may, at any time, unilaterally modify, amend and/or vary any provisions of the General Information Document in accordance with applicable laws.

1. SERVICE DESCRIPTION

1.1. DESCRIPTION

The Bank provides the following banking and investment services (the "**Core Services**") to its clients via the Bank's online banking services and investment services platform (the "**Platform**"), each in accordance with the Bank's Terms and Conditions:

- Bank accounts: the Bank shall open in your name a current account, an savings account and a securities account; and
- the investment service consisting of the reception and transmission of orders and the execution of orders on behalf of clients in relation to Exchange-Traded Funds as defined by MiFID II ("**ETFs**").

These Core Services are offered by the Bank as a package. By signing and returning an executed copy of the Client Onboarding Form, you request the Bank to provide you with each of the aforementioned Core Services and you acknowledge that for the duration of your client relationship with the Bank you will not be able to (un)subscribe to one or more (but not all) of the Core Services and you will only be able to unsubscribe to the Core Services as a whole by cancelling or terminating your client relationship with the Bank in accordance with the applicable Terms and Conditions.

In addition to the Core Services, clients of the Bank will be able to subscribe via the Platform to one or more ETF Savings Plans, pursuant to which the client will periodically invest a pre-determined amount in one or more ETFs, as further described in the Terms and Conditions. The ETF Savings Plans are only available to clients of the Bank that have subscribed to the Core Services and cannot be acquired individually. If a client unsubscribes to the Core

Services, it will no longer be able to make use of the ETF Savings Plans. The ETF Savings Plan and the Core Services are together referred to as the "**Services**".

The information set out in this document applies when you have established a client relationship with the Bank and when the Bank is providing the Services.

1.2. FEES, COSTS AND CHARGES

The fees, costs and charges applicable to each of the Services individually and to the Services as a whole are described in our Fee Information Document and our Fee Schedule, which are available on the Platform. The Bank's Services, products and fees can be amended at any time in accordance with the terms of the applicable Terms and Conditions.

1.3. CHARACTERISTICS OF THE SERVICES

When you subscribe to the Core Services, the Bank will:

- open a Euro-denominated current account in your name: this account will be used to fund the acquisition of ETFs acquired by you via the Platform and to hold the proceeds of any sale of ETFs by you via the Platform; you may also make payments through this account;
- open an unregulated Euro-denominated savings account in your name: this account can be used to deposit cash, which will generate an interest;
- open a securities account in your name: this account will be used for the custody of ETFs acquired by you via the Platform; and
- upon your instruction, execute orders in ETFs on your behalf on an *ad hoc* basis,

each in accordance with the applicable Terms and Conditions.

If you subscribe to one or more ETF Savings Plans, you are giving a standing instruction to the Bank to periodically invest in ETFs on your behalf at the intervals and for the amount specified by you. The acquisition of such ETFs will be funded with the funds standing to the credit of your current account, and the ETFs so purchased will be credited to your securities account. ETF Savings Plans are set up for an indefinite duration meaning that, provided your current account contains sufficient funds, the Bank will continue to execute these orders until the relevant ETF Savings Plan is deactivated in accordance with the applicable Terms and Conditions.

The benefit of setting up one or more ETF Savings Plans is that for so long as the ETF Savings Plan remains in force and provided that the client's current account contains sufficient funds, the Bank will automatically make periodic investments in the relevant ETFs on the client's behalf without any further instruction from the client being required. In addition, subscribing to one or more ETF Savings Plans may also grant you a higher interest rate on your savings account (called a "promotional interest rate").

1.4. RISKS RELATED TO THE SERVICES

Clients should be aware of the risks associated with the Services.

In particular, clients should be aware that when they invest in ETFs, they risk losing all or part of their investment. The key risks associated with investing in ETFs are further described in Section 5 of this document.

Furthermore, clients should be aware that when they subscribe to one or more ETF Savings Plans, they risk losing all or part of the funds credited to their current account to the extent these are subsequently invested in an ETF. While a normal current account is not exposed to any investment risk, given how the ETF Savings Plan is structured, the client's funds standing to the credit of its current account will be used to periodically invest in ETFs on the client's behalf. The ETF Savings Plans have an indefinite duration and work on the basis of a standing instruction, meaning that even in the absence of any further instruction from the client, once the ETF Savings Plan has been set up, the Bank will continue to make investments in ETFs on the client's behalf in accordance with the terms of the relevant ETF Savings Plan for so long as the client's current account contains sufficient funds and until relevant ETF Savings Plan is deactivated in accordance with the applicable Terms and Conditions. The key risks associated with investing in ETFs are further described in Section 5 of this document.

2. GENERAL DECLARATIONS

2.1. DESCRIPTION OF THE POLICY FOR MANAGING CONFLICTS OF INTEREST

The Bank may encounter potential conflicts of interest in the normal course of its business. With this in mind, it has drawn up and applies a policy for managing conflicts of interest (a copy of which is provided to all clients upon written request), summarised below.

A conflict of interest may arise during the provision of a service or product in the event of potential divergence between the interests of the Bank (including those of the members of the Bank's senior management, associates, employees, tied agents and other persons with direct or indirect ties to the Bank through a controlling relationship) and the interests of a client, the interests of several clients, the interests of the Bank and those of one or more of its business relations, or the interests of different departments of the Bank, that could result in a loss for or be prejudicial to a client.

Such a situation may arise if the Bank, a relevant person or a person with direct or indirect ties to the Bank through a controlling relationship:

- is likely to make a financial gain or avoid a financial loss at the client's expense;
- has an interest in the outcome of the service provided to the client or the transaction conducted on the client's behalf, which is different from the interests of the client;
- for financial or other reasons, is induced to favour the interests of another client or group of clients rather than the client in question;
- pursues the same business as the client;
- receives an inducement in connection with the service provided to the client, in the form of services, financial benefits or benefits in kind, other than the commission or charges that are normally invoiced for said service, from a person other than the client.

The Bank shall take all suitable measures to identify any situation that might adversely affect the interests of one or more clients, to detect and handle such situations in an appropriate manner and, if necessary, to avoid them from having a prejudicial impact on the interests of one or more clients. Such measures include the following:

- the structuring of the Bank's internal organisation in such a way as to maintain a separation of functions and barriers to information in order to control and/or prevent information being passed between persons involved in the activities in which there is a potential conflict of interest. Insofar as possible, the Bank shall also limit any combination of tasks and any hierarchical influences between said different activities;
- the removal of any direct link between the remuneration of relevant persons principally engaged in a given activity and the remuneration of, or revenues generated by, different relevant persons principally engaged in another activity, where a conflict of interest may arise in relation to those activities;
- measures to prevent or control the simultaneous or sequential involvement of a relevant person in separate investment or ancillary services or activities where such involvement may impair the proper management of conflicts of interest;
- the Bank's compliance department is responsible, among other things, for identifying and managing potential conflicts of interest, keeping internal procedures up to date that guarantee compliance with these principles and ensuring compliance with said procedures; and
- the Group has introduced a Code of Conduct (as available on the Bank's website https://www.intesasanpaolowm.lu/legal-documentations/policies/) to which the Bank adheres and which sets a very strict framework for the combination of functions.

In the event that the measures put in place by the Bank are not adequate to guarantee with reasonable certainty that the risk of harming the client's interest will be avoided, and there is a certain risk of prejudice to the interests of the client, the Bank shall inform the client in question of the general nature and, where appropriate, the source of the conflict of interest, and the measures taken to mitigate said risk, before acting on the client's behalf.

Should such circumstances arise, the Bank shall inform the client in writing, providing sufficient information to the client to enable him or her to make an informed decision as regards the service in which the conflict of interest has arisen.

2.2. MANAGEMENT OF INDUCEMENTS

2.2.1. Inducements

The provisions relating to inducements paid or received by the Bank from third parties in connection with the services provided to the client ("the **inducements**") are closely related to those pertaining to the conflicts of interest described in the previous article. The Bank's organisational structure, its systems, the separation of functions and activities and, more generally, its policy for managing conflicts of interest, are designed to ensure that investment choices are not biased.

The notion of "inducement" includes all forms of financial benefits, benefits in kind or payments provided or received directly or indirectly by the Bank in the provision of investment or ancillary services to clients. Remuneration of third-party involvement in connection with the provision of an investment service to the client shall only be received or paid where justified by the provision of an additional or higher level service to the client, proportional to the remuneration received.

Such remunerations do not prevent the Bank from acting in the best interest of the client and are designed to improve the overall quality of the service offered in connection with the provision of the investment service to the client.

The Bank maintains a policy on inducements and ensures that any such remuneration received complies with applicable legal and regulatory requirements.

The client shall receive a detailed and, where appropriate, regular, report of all the fees, commissions or benefits received or paid by the Bank in connection with the provision of the investment service to the client.

2.2.2. Remuneration received by the Bank

Where the Bank is remunerated by a third party in connection with the provision of an investment service, the remuneration shall be paid in accordance with Applicable Law and under the following terms and conditions.

Execution-only service

The Bank shall only provide investment services relating to financial instruments qualifying as ETFs as defined under MiFID II. In order to enable the client to benefit from diversified investment opportunities, the Bank shall offer him a wide range of ETFs to which the client may subscribe of his/her/their own accord, without the Bank providing any opinion or advice.

For the purposes of enhancing the quality of the services provided to the client and providing him/her with the underlying, constantly up-to-date information (prospectus, key (investor) information document, returns, history, etc.) or to allow the Bank to offer additional services or enhance the quality of existing services, the financial instruments issuer, promoter or asset manager may pay the Bank a recurring fee, commissions or benefits which are strictly proportional to the additional or higher level service provided to the client.

2.2.3. Benefits in kind received and research

The Bank may receive certain benefits in kind from its counterparties in connection with the provision of the investment service or ancillary service to the client. The receipt of such benefits shall be subject to the same principles as the receipt of other forms of remuneration described above.

The Bank may receive what are considered to be minor benefits in kind, i.e. benefits that are reasonable and on such a scale that they are unlikely to influence the conduct of the Bank in a manner that might be prejudicial to the interests of the client. Such benefits may include, for example, information or documents pertaining to a financial instrument or investment service; documents from third parties designed to promote a new issue; or invitations to attend conferences, seminars or other information events.

Lastly, the Bank may receive research data from professional intermediaries that it may use. The provision of research data is not considered as an inducement on the part of intermediaries as it is paid for directly from the Bank's own funds. In any event, said intermediaries are selected on the basis of objective criteria in terms of both quantity and quality and said benefits are not taken into account. Moreover, the selection procedure for said intermediaries is also in line with the Bank's policy on the management of conflicts of interest.

2.2.4. Inducements Disclosure

In relation to the investment service to be provided by it through the Platform, the Bank has entered into a Collaboration Agreement with BlackRock Investment Management (UK) Limited (the "**Collaboration**"). Under this Collaboration, the Bank may receive from BlackRock Investment Management (UK) Limited monetary and non-monetary benefits.

Non-monetary benefits may consist in:

- Marketing support for the provision of asset management marketing expertise in the creation of educational materials and content to help people consider investing and become investors;
- Marketing support for the creation of content that can be used to educate the Bank's staff and clients in relation to, among other things, the product types offered by the Bank, financial planning and investing in financial instruments
- Marketing support provided by third parties to the Bank's marketing and public relations team to launch the digital platform through which the Bank is offering investment services.

Monetary benefits may consist in Budget contributions used to pay the costs in relation to activities related to the Platform, and notably the following:

- education, marketing campaigns, roadshows, events and initiatives relating to the Platform;
- creation, publication and dissemination of educational content in respect of product types offered through the Platform;
- development of technology to launch and optimise the Platform.

Such monetary benefits are accepted only where they enhance the quality of services provided and are commensurate with the services provided to clients — for example by supporting staff training, developing and improving client investment and reporting tools made available through the Platform, or facilitating the distribution of product-related information.

These benefits, which are paid on a yearly basis and are not linked to the volume of investments made by clients on the Platform, cannot be determined in advance. Accordingly, a proportionate share — calculated on the basis of the number of clients of the Platform at the end of the calendar year — will be included in your annual Costs and Charges Report. These benefits do not impair the Bank's obligation to act in your best interest.

3. ABSENCE OF APPROPRIATENESS TEST

The Bank warns the client that it only provides investment services at the client's initiative comprising the execution and/or receipt and transmission of orders from the client, with or without ancillary services, relating to ETFs that qualify as non-complex financial instruments as defined in the Applicable Law. On that basis, the Bank is not required to assess whether the instrument or service provided or proposed is appropriate for the client and that, accordingly, the client does not benefit from the protection of the appropriateness assessment afforded by the relevant MIFID II rules of conduct.

The client confirms understanding that no appropriateness assessment will be carried out by the Bank for execution-only services related to non-complex financial instruments.

4. POLICY ON ORDER EXECUTION AND THE RULES FOR PROCESSING ORDERS

4.1. THE CLIENT'S PRIOR CONSENT TO THE BEST EXECUTION POLICY:

When executing client orders, the Bank is required to take all sufficient steps to obtain the best possible result for the client, taking into account various execution factors such as price, costs, speed, likelihood of execution and settlement, size, nature of the order, or any other relevant consideration.

The Bank has established and maintains a general Best Execution Policy that outlines the execution venues, counterparties, and criteria used to achieve this objective.

By accepting the General Information Document, the General Terms and Conditions and the Special Conditions for Investment Services, the client confirms having been informed of the Bank's Best Execution Policy published on the Bank's website dedicated to the Platform (https://fideuramdirect.lu) and on the Platform (see section "Legal Documentation") and explicitly consents to its application. The client further agrees that orders may be executed outside a regulated market or multilateral trading facility ("**MTF**"), where applicable.

4.2. RULES FOR PROCESSING ORDERS

When the Bank encounters a serious problem that is likely to affect the proper execution of the client's order, it undertakes to do everything possible immediately to inform the client accordingly. The Bank hereby informs the client that any delay in the execution of an order may be linked to the time needed to create a corresponding entry in the trade list for the financial instrument processed by the Bank and/or its sub-custodian bank.

The Bank shall be bound by a best endeavours obligation rather than an absolute obligation; if it is unable to contact the client, it cannot be held liable therefor.

5. OVERVIEW OF THE MAIN CHARACTERISTICS AND RISKS OF FINANCIAL INSTRUMENTS

The purpose of the information contained in the present document is to give a brief outline of the main characteristics and risks associated with financial instruments in which you may invest, it being understood that this shall be limited to ETFs. Should you have any specific queries or if you are interested in particular financial instruments, we recommend that you contact us if you need further information.

This document does not deal with the tax or legal consequences pertaining to transactions in financial instruments. Therefore, we recommend that you request tailor-made advice on these issues from specialists before any investment.

5.1. BASIC RISKS

These risks apply to any type of investment. However, depending on the relevant financial instrument, one or several of the risks described here below may apply cumulatively, therefore entailing an overall increase in the level of risk incurred by the investor.

5.1.1. Economic risk

Changes in the activity of a market economy always affect prices of financial instruments and exchange rates. Prices fluctuate more or less according to the downward or growth trends of the economic activity. The duration and scope of the economic recession or expansion trends are variable, as are the repercussions of those variations on the different sectors of the economy. In addition, the economic cycles may vary from country to country.

Failure to take these factors into account or a poor analysis of the development of the economy when taking an investment decision may lead to losses.

In view, *inter alia*, of economic trends, past performance of a financial instrument is no guarantee of future performance of the same investment. Price losses, entailing losses to the investor, are always possible.

Therefore, an investor must at all times ensure that his investments are appropriate in view of the economic situation and, if necessary, make necessary changes in his portfolio.

5.1.2. Risk of inflation

An investor may lose money on investments due to a decline in the value of the currency. In this context, such a loss in value may affect the actual value of the investor's existing assets as well as the expected actual yield on the said assets. Actual yields, i.e. the difference between the nominal interest rate and the inflation rate for fixed-rate products, should therefore be taken into account.

Therefore, when the inflation rate exceeds the yield generated by the financial instruments (gains in capital and interest), this will lead to a loss in the value of the capital actually invested.

5.1.3. Country risk and transfer risk

It may happen that a foreign debtor, although solvent, may be unable to pay interest or repay his debts upon maturity or even defaults on his debts due to the unavailability of the foreign currency or to currency exchange controls triggered, for instance, by economic, political or social instability in the relevant country.

The ensuing unavailability of the foreign currency or currency exchange controls may therefore lead to defaults on payments for the investors.

Moreover, even in the absence of any crisis, state intervention in some economic sectors (e.g. nationalisation) may have an influence on the value of investors' assets. In certain extreme cases, investors' assets can even be confiscated or frozen by local authorities or investors' rights can be restricted.

In theory, there is no way of hedging against such risks. However, country ratings published in the financial press can be a useful guide for investors.

Finally, and more generally, instability in the political and/or economic and/or social situation of certain countries may lead to quick price fluctuations.

5.1.4. Exchange rate risk

Since currency exchange rates fluctuate, there is an exchange rate risk whenever financial instruments are held in a foreign currency. Depending on exchange rates, the same investment may generate a gain or result in a loss.

Moreover, since the activities of companies are, to a greater or lesser extent, related to exchange rates, fluctuations in these latter rates are likely to have an impact on the price of the financial instruments they issue.

Material elements affecting the exchange rate of currencies include in particular the inflation rate of a country, the gap between domestic interest rates and foreign rates as well as between domestic and foreign productivities, the assessment of economic activity forecasts, the political situation in the world and the safety of investments in general. Additionally, psychological events, such as lack of confidence in political leaders, may weaken the exchange rate of a domestic currency.

5.1.5. Liquidity risk

The possibility for an investor to sell financial instruments at any time at market prices is described as liquidity.

Therefore, insufficient liquidity of the market may prevent an investor from selling financial instruments at market prices. Fundamentally, a distinction has to be made between a lack of liquidity due to supply and demand and a lack of liquidity due to the characteristics of the financial instrument or market practices.

A lack of liquidity due to supply and demand arises when there is no or almost no supply or, conversely, demand for a financial instrument at a certain price. Under those circumstances, buy or sell orders may either not be carried out immediately, and/or only partly (partial execution) and/or at unfavourable conditions. In addition, higher transaction costs may apply.

A lack of liquidity due to the inherent characteristics of the financial instrument or to market practice may occur, for example, because of a lengthy transcription procedure for a transaction on registered shares, long execution times because of market practices or other limitations of trade, short-term liquidity needs that cannot be covered quickly enough by the sale of the financial instruments or long lock-in periods before being entitled to execute a transaction, in particular for alternative investment funds.

5.1.6. Psychological risk

Irrational factors may affect general price trends, such as for example tendencies, opinions or rumours which may cause important drops in prices, although the financial situation and future perspectives of the relevant companies have not evolved unfavourably.

5.1.7. Interest rate risk

Generally speaking, fluctuations in interest rates, whether short-term or long-term rates, may have substantial adverse consequences on the prices of financial instruments.

5.1.8. Risk of insolvency of the issuer or of the clearing and settlement system

In the case of insolvency of the issuer of financial instruments or of the clearing and settlement system on which those instruments are negotiated, an investor may loss part or all the monies he has invested.

5.1.9. Additional risks on emerging markets

Emerging markets are the markets of the countries in which the percentage share of income per inhabitant is considered as average or low by the World Bank. More practically, this concept encompasses markets established in countries which are characterized by a certain degree of political instability, relatively unpredictable financial markets and economic growth patterns, a financial market which is still at the development stage and a weak economy. This concept of emerging markets encompasses a large number of markets established in South America, Eastern Europe and certain Asian countries.

Generally speaking, on these markets, the risks identified above are enhanced.

Political or economic changes (e.g. inflation, exchange rate) will have more influence on investments' prices in emerging markets than in other countries. Likewise, emerging markets usually react more sharply and durably to a natural disaster or war.

Moreover, emerging markets often have less sophisticated rules for clearance and settlement of transactions with the consequence that processing errors or default in delivery of instruments are more likely to occur.

Finally, regulatory supervision over these markets and rules to protect investors are often weak.

5.1.10. Other basic risks

A. INFORMATION RISK

This is the risk of poor investment decisions arising from a lack of information, incomplete information or inaccurate information. This may be due to the use by the investor of unreliable sources, the investor's misinterpretation of information or communication errors.

B. TRANSMISSION RISK

When placing an order, the investor must provide certain details necessary for its execution by the bank (financial instrument, type of order, volume, execution date, etc.). The more precise the order placed, the smaller the risk of transmission error.

C. RISKS PERTAINING TO TRANSACTION COSTS

The bank as well as other domestic or foreign-based intermediaries may be involved in the execution of an order (e.g. brokers), in which case the fees and commissions of these persons will be passed on to the investor.

An investment becomes profitable only once all these costs have been covered.

5.2. SPECIFIC INVESTMENT RISKS

5.2.1. ETFs

An ETF as defined in MiFID II is a type of investment fund that is traded on at least one trading venue throughout the day. At least one class of its shares or units is listed and traded with the involvement of a market maker who ensures that the price of the units or shares on the trading venue does not deviate significantly from its net asset value ("**NAV**") or, when applicable, from its indicative net asset value ("**iNAV**").

A. CHARACTERISTICS:

An exchange-traded fund is a hybrid financial instrument that combines the characteristics of two key investment products:

- a fund and
- a share.

Similar to a share, an ETF is traded on an exchange throughout the day, allowing for liquidity and the ability to buy or sell at market prices. However, like traditional open-ended fund an ETF typically tracks and replicates the performance of a benchmark index (such as the S&P 500 or the MSCI World Index).

By investing in an ETF, investors gain exposure to a diversified basket of assets, which can include stocks, bonds, commodities, or other asset classes, depending on the specific ETF.

B. ADVANTAGES:

- **Diversification:** ETFs provide instant diversification, offering exposure to a wide range of assets such as stocks, bonds, or commodities;
- **Liquidity:** ETFs are continuously listed, allowing them to be bought or sold throughout the trading day during stock market opening hours;
- **Cost efficiency:** ETFs are cost-effective due to their lower fees and tax advantages;
- **Transparency:** ETFs offer a high level of transparency by disclosing their holdings on a daily basis, enabling investors to track the performance and composition of the ETF.

C. RISKS:

- **Management risk**

Since the yield of investments made by a fund depends, among other factors, on the capacities of the managers and on the quality of their decisions, errors in the management of the fund may lead to losses or loss of profits.

- **Risk of a drop in share/unit prices**

The value of ETFs may fall due to a fall in the value of the financial instruments or currencies that compose the ETF's portfolio, all other things remaining equal. The higher the level of diversification of the investments made by the ETF, the lower the risk of loss, at least theoretically. Diversification does not, however, ensure profit and does not protect against losses in declining markets. Conversely, the risk is greater if the ETF makes more specialised and less diversified investments. It is therefore important to pay attention to the general and specific risks associated with financial instruments and currencies contained in the ETF's portfolio.

The investor must enquire about the risks specific to each ETF by consulting, *inter alia*, the relevant prospectus.

- **Risk of a total loss of capital**

The investor is exposed to a risk of losing the full amount of capital invested.

6. COMPLAINTS HANDLING PROCEDURE

Claims concerning documents, account statements and other mail sent to the client.

6.1. The client undertakes to immediately inform the Bank's Compliance Department in writing of any errors, discrepancies or irregularities he/she finds in the documents, account statements and other mail sent to him/her by the Bank. The same rule applies to mail sent late. In the absence of any claim filed in writing within one month of the dispatch or availability of the documents and account statements, the transactions shown therein shall be deemed to be accepted and ratified by the client (subject to the provisions contained in the General Terms and Conditions).

6.2. The client may send complaints in respect of the Services provided by the Bank to the Bank's Compliance department. Details of the complaints procedure may be found on the Bank's website dedicated to the Platform (https://fideuramdirect.lu) and on the Platform (see section "Legal Documentation").