

General Business Conditions

A) General Provisions

B) Client Information MiFID

C) Information regarding treatment of potential conflict of interest

D) Information regarding Execution Policy

A) General Provisions

1. Object and Scope

- 1.1 The conditions set forth herein shall govern the relationship between the Client and Principal Asset Management AG, Schaan (hereinafter referred to as "Principal").
- 1.2 Terms used to refer to persons and positions are understood as applying both male and female, in the singular as well as the plural form.
- 1.3 Principal is an asset management company that is independent from any custodian bank, offering portfolio management services to the Client. The portfolio management is carried out "non-independently", which means that Principal may use own products in the portfolio management.
- 1.4 Principal is subject to supervision by the Liechtenstein Financial Market Authority (FMA), Landstrasse 109, P.O. Box 279, 9490 Vaduz / Liechtenstein (www.fma.li).
- 1.5 The behaviour in business of Principal conforms to the code of ethics and professional conduct of the Association of Independent Asset Managers in Liechtenstein (www.vuvl.li) validated by the Liechtenstein Financial Market Authority (FMA).
- 1.6 According to licensing requirement Principal is a participant of the Deposit Guarantee and Investor Compensation Foundation PCC (member no.: 2049).

2. Right of Disposal

- 2.1 The ruling regarding the right of disposal provided to Principal in writing shall be binding until written notice of a change shall have been received by Principal, notwithstanding any entries in the commercial register or other media of public notice to the contrary.
- 2.2 Principal undertakes to conscientiously examine the right of disposal. Principal is not bound to undertake any further examination with respect to identity. Unless Principal acts with gross negligence, it shall not be liable for any losses resulting from dispositions by unauthorized persons.
- 2.3 Principal shall not be liable for losses resulting from the use of the postal services, telephone, fax, email or other means of communication or transport, and in particular from loss, delay, misunderstandings, mutilation, distortion or duplicate dispatch, except where Principal has acted with gross negligence.
- 2.4 The Client shall be liable for any damage resulting from the lack of capacity to act either on his part or that of a third party authorised to represent him, unless his incapacity to act has been announced in an official Liechtenstein publication and Principal has been notified in writing regarding third parties.

3. Execution of Orders

- 3.1 The Client must allow sufficient time when issuing instructions relating to execution by a particular deadline. Principal shall not be held liable for losses resulting from the late issuing of instructions. Principal is entitled to act at its own discretion while taking due account of the Client's interest.

4. Communication and Portfolio Statements

- 4.1 Communication of Principal shall be deemed to have been transmitted when sent to the last address specified by the Client. Mail to be retained by Principal at the Client's disposal shall be deemed to have been delivered on the date shown on it.
- 4.2 Principal shall provide the Client at least quarterly with a statement and valuation of the assets held in his custody account ("portfolio statement"). The valuations are based on customarily available sources of information as specified in Section B) of these General Conditions.

5. Complaints and Objections of the Client

- 5.1 Complaints by the Client in connection with the execution of or failure to execute an instruction of any kind, as well as in connection with any other communication of Principal, must be lodged immediately on receipt of the relevant advice at the latest within one month. Otherwise, the execution or non-execution or statements of account or other information and any reservations shall be deemed to have been approved, even if a reconciliation statement which the Client is required to sign has not been received by Principal.
- 5.2 Portfolio statements shall be deemed to be correct and approved if written objections are not received by Principal within one month of receipt of such statements.
- 5.3 The express or tacit acceptance of the portfolio statements includes the approval of all the individual items it contains, and any reservations stated by Principal.
- 5.4 Any complaints about Principal, its staff, complaints in connection with the asset management or advisory services as well as feedback of the Clients or other business partners may be communicated to the board of directors, management or any employee of Principal any time, in writing, by email or personally (on the occasion of a personal meeting or by telephone).
- 5.5 In addition, the Client may direct his complaint to the extra-judicial Liechtenstein Conciliation Board (info@schlichtungsstelle.li).

6. Information from the Client

- 6.1 Principal is required to obtain various information from the Client, such as information regarding his knowledge and experience with financial instruments, his financial circumstances and his investment goals, MiFID criteria as well as in relation to the fulfilment of due diligence requirements. It is in the interest of the Client to provide Principal with this information since Principal will otherwise be unable to render the services. Furthermore, it is also important that the information made available by the Client is precise, because Client information serves to ensure that Principal can act in the best interest of the Client, i.e. to recommend an asset management or financial instruments that are suitable for the Client. For this purpose, complete and truthful information about the Client is essential.
- 6.2 Principal is entitled to rely on the accuracy of the information obtained from the Client unless it is aware or should have been aware that the information is obviously out of date, inaccurate or incomplete. The Client undertakes to inform Principal in writing in case of any changes in the information he has supplied to Principal such as his name, address, domicile, nationality, tax domicile, etc. Within the context of an ongoing business relationship the Client shall furthermore be obliged, at the request of Principal, to update his details at regular intervals.

7. Dormant Accounts

Principal and the Client shall take appropriate measures to prevent accounts from becoming dormant. The Client may approach Principal in the case of questions in connection with dormant accounts. The management for dormant business relationships can be continued at the discretion of Principal, whereby Principal 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. Principal 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.

8. Tax Liability

- 8.1 The Client is personally responsible for the proper payment of tax on invested funds and on revenues from investment and for all related declarations and notifications in accordance with the provisions of his fiscal domicile.
- 8.2 With the exception of special provisions and agreements, the advice and information provided by Principal does not refer to the tax consequences of investments for the Client or generally to his tax situation; in particular, any liability of Principal for the tax consequences of recommended investments is excluded.

9. Voting Rights

- 9.1 Principal shall exercise voting rights attaching to custody accounts only on the basis of a written power of attorney. Principal is entitled to refuse such orders.

10. Warranty and Disclaimer

- 10.1 Principal shall use its best efforts to execute its services within the scope of the Client's mandate with all due diligence required from business professionals in the best interest of the Client and the market integrity.
- 10.2 Principal is not in a position to guarantee a specific investment return and is therefore indemnified from any liability pertaining to specific investment returns.
- 10.3 For any loss or damage incurred to the Client within the scope of the Client's mandate, Principal shall not be liable except where it has acted with gross negligence. The liability shall be limited to the amount as covered by the liability insurance.
- 10.4 Not mentioned claims for compensation are excluded. Principal shall not be liable for any direct, indirect, consequential or incidental damages, subject to compelling liability law.

11. Public Holidays

For the business relationship with the Client, Liechtenstein public holidays and Saturdays shall have the same legal status as Sundays.

12. Salvage Clause

Should individual or multiple provisions of these General Conditions become unenforceable or invalid, this will not affect the validity of the remaining provisions. The invalid provisions are to be interpreted or substituted in such a way that they reflect the intended purpose as closely as possible.

13. Applicable Law and Place of Jurisdiction

- 13.1 All legal relationship between the Client and Principal are subject to the laws of the Principality of Liechtenstein.
- 13.2 The exclusive place of jurisdiction shall be Vaduz.

14. Extrajudicial Arbitration

- 14.1 For the settlement of disputes between Clients and asset management companies the government of the Principality of Liechtenstein established an extrajudicial arbitration (www.fma-li.li/de/kundenschutz).
- 14.2 Before filing claims with the courts, the Client and Principal shall address any disputes to the extrajudicial arbitration.

15. Amendments to the General Conditions

- 15.1 Principal reserves the right to alter its General Business Conditions at any time. The Client will be informed of these in writing or by other suitable means, and, unless objections are received within a two months period, the alterations shall be deemed to have been approved.

16. Validity

- 16.1 These General Business Conditions shall enter into effect on 1st July 2019.
- 16.2 The latest version of the General Business Conditions shall be available at any time on Principal's website: www.principal.li

B) Client Information MiFID

17. Information on financial instruments

Pursuant to Art. 16 of the Asset Management Act (AMA), existing and potential Clients must be supplied with adequate information on financial instruments. This information must comprise a sufficiently detailed general description of the type and risks of the financial instruments in order to enable the Client to make his investment decisions on an appropriately informed basis.

This information is fully published in the brochure of the Bankers' Association of Liechtenstein (Liechtensteinischer Bankenverband) on "Risks in Securities Trading", latest version available under www.bankenverband.li

18. Client communications

Principal can be contacted as follows:

Principal Asset Management, Landstrasse 30, P.O. Box 555, 9494 Schaan/Liechtenstein, Phone +423-235 04 40, Fax +423-235 04 41, E-mail: info@principal.li

If the asset management mandate contains no provisions on Client communications, the Client can communicate with Principal at any time in German or English and will always receive the relevant documents of Principal Asset Management in the English version.

As a rule, Principal will communicate with the Client via letter post or, if necessary, via fax. If the Client contacts Principal electronically, Principal reserves the right to respond through the same channel. It has to be pointed out, however, that the use of e-mail involves certain confidentiality risks.

Phone conversations with the Client may be recorded for regulatory and security reasons. Other electronic communication such as e-mail, fax, etc. are archived in accordance with the legal provisions. Recordings in connection with the acceptance, transmission and execution of Client orders shall be made available to the Client on request for a period of five years.

19. Client categories

According to the regulatory provisions, Principal is obliged to categorize its Clients on the basis of legally prescribed criteria in one of three categories: "non-professional Clients", "professional Clients", or "eligible counterparties".

Clients must be informed of their categorization. The Client category determines the level of protection. The highest protection level is enjoyed by the non-professional Client.

Non-professional Clients are all Clients who do not meet the criteria for professional Clients or eligible counterparties. In contrast to non-professional Clients, professional Clients are assumed to have sufficient experience, knowledge and expertise to make investment decisions and to properly assess the risks involved in them.

As eligible counterparties, only supervised legal entities, major companies, as well as governments, central banks and international or supranational organizations are eligible. They are assigned the lowest level of protection. The above-mentioned legal assumptions also apply to this Client category.

The Client has the option to submit a written application to Principal for reclassification from non-professional to professional Client. Any reclassification is only possible providing the Client meets certain requirements which are described precisely in law.

20. Client reporting

As a rule, Principal shall forward a periodical report of the asset management services on a quarterly basis.

If a credit-based financial portfolio has been agreed upon between Principal and the Client, Principal shall report on a monthly basis.

Principal shall inform the Client about losses that exceed the threshold of 10 %. The calculation of this threshold shall be determined by the calculative losses that occur in respect of the individual or overall portfolio of the Client, assuming the liquidation of the assets at the start of the respective reporting period as well as following the passing of a corresponding loss threshold in 10 % steps. The Client waives being informed of the losses for individual financial instruments.

21. Measures to protect the entrusted Client assets

Principal only renders asset management services. It holds no financial instruments of the Client in custody.

22. Investor compensation scheme

Principal is an associated participant in the investor compensation scheme, which is operated by the Deposit Guarantee and Investor Compensation Foundation PCC of Liechtenstein and corresponds with EU law (www.eas-liechtenstein.li).

23. Treatment of conflicts of interest

The principles for the treatment of conflicts of interest are specified in section C) of this General Conditions.

24. Benchmark

In order to provide a transparent picture of the asset management services, the portfolio statement is complemented by a selection of several reference indices of key markets and investment categories.

On request of the Client, an individual benchmark may be defined.

25. Investment objectives

Principal will determine the investment objectives, the level of risk to be observed by the manager within the scope of his discretion, and any specific restrictions on this discretion together with the Client.

26. Valuation of financial instruments

For the valuation of the financial instruments comprised in the Client portfolio, Principal applies the following valuation criteria:

- 26.1 Investment funds are always valued on the basis of the unit prices published by the respective management company.
- 26.2 Listed securities are valued on the basis of the day's closing prices.
- 26.3 If no market price is available for financial instruments, Principal will calculate the market value using general valuation principles.
- 26.4 The valuations of the financial instruments in the Client portfolio are calculated no later than at the agreed reporting dates.

27. Execution of transactions

- 27.1 The execution of transactions is usually performed by the custodian bank. The custodian bank informs the Client on the principles of transaction execution. If Principal recommends its Clients a selection of custodian banks or directly places orders with securities traders or brokers, it informs its Clients on the selection criteria, see Execution Policy in Section D) of this General Conditions.

- 27.2 In the event of defective, delayed or non-execution of orders Principal 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.

Principal 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.

- 27.3 Principal may aggregate Client orders and forward them as an aggregate order for execution. If this aggregate order is executed at different prices, Principal will perform the subdivision into individual Client accounts at average values. With this procedure, a disadvantage to affected Clients is improbable but not impossible.

28. Costs and ancillary costs

Principal's costs are determined and listed in the asset management contract. The management fee shall be due on a pro rata basis, quarterly or semi-annually, in accordance with the provisions of the asset management agreement. It shall be calculated on the average end-of-month-value of the portfolio in the respective period.

The costs and ancillary costs of the custodian bank in conjunction with securities services and ancillary securities services are based on the general tariff of fees of the respective custodian bank. Additionally, it is possible that further costs and taxes may arise to the Client from asset management in conjunction with the financial instruments purchased on his behalf as well as from securities services. Such costs are not included in the total costs and may be additionally invoiced.

Depending on the agreement, payment is made by charging the asset management account of the Client via direct debiting or by billing. The Client has a right to object.

Once a year, the Client shall receive an overview of all the costs, fees and account debits that have arisen.

29. Data processing, outsourcing and data protection

Within the framework of processing and maintaining the Client relationship, Principal is required to process and utilize personal details, transaction details and other data relating to the Client's 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 Client, Principal shall be authorized to outsource business areas (e.g. information technology, maintenance and operation of IT systems, printing and mailing of documents) in full or in part to selected contracting parties (hereinafter referred to as "outsourcing partners"). Principal can arrange for individual services to be performed by selected contracting parties (hereinafter referred to as "service providers"). To this end, Principal 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 Principal and processed (in particular electronically) by Principal'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. Principal shall take appropriate technical and organizational measures to ensure data confidentiality.

30. Disclosure of Client data

30.1 Statutory provisions governing bank Client confidentiality, data protection and further professional secrecy oblige the members of Principal's executive bodies, its employees and its agents never to disclose any Client data or information that they obtain based on business relationships.

30.2 For the provision of its services and to protect its justified claims, Principal may be required as the situation dictates to forward Client data covered by the protection of confidential information to Principal Group companies and/or third parties domestically or abroad. The Client hereby releases Principal from its obligation in respect of the protection of confidential information relating to his Client data and authorizes Principal to forward the Client data to Principal Group companies and/or third parties domestically or abroad. Disclosure of Client data may be made in any form, in particular by means of electronic transmission or the physical provision of documents.

30.3 Principal may disclose Client data in the following cases in particular:

- a) Principal is ordered to disclose the Client data by an authority or a court;
- b) The compliance with domestic and foreign regulations, law, orders, customs and contractual agreements, in particular of stock exchange and trading venues, applicable to Principal requires the disclosure;

- c) Principal responds to legal measures or accusations that have been taken or initiated against Principal (including as a third party) in Liechtenstein or abroad by the Client.
- d) Service providers of Principal are granted access to Client data within the framework of concluded agreements (e.g. IT service agreements);
- e) For the purpose of rendering its services, Principal may need to grant employees of Principal or of authorized representatives who have undertaken to adhere strictly to confidentiality remote access to client data from Liechtenstein or abroad.
- f) Principal Group companies perform Group-wide coordination tasks in various areas or outsource individual business areas or parts thereof to Principal Group companies or third parties domestically or abroad (e.g. back office services; maintenance and operation of IT systems);
- g) The product-specific documents of a custody account object (e.g. security or fund prospectuses) specify a disclosure of Client data.
- h) Within the context of the trading or the administration of custody account assets, Principal 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 Principal. Principal 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 Principal to make any possible disclosures of the Client data.

30.4 The Client is aware that, in the event of a disclosure to a foreign recipient, the information is sent abroad where it may be retained and that other legal frameworks apply abroad where, in particular, bank Client confidentiality does not apply to the same extent and the applicable data protection requirements are less stringent than in the Principality of Liechtenstein. It cannot be ruled out that the respective recipients will forward the information communicated to third parties who could use or disseminate this information. Domestic and foreign legislation and orders from the authorities can oblige third parties to disclose the Client data that they have received and Principal no longer has any influence on any further use of Client data. Principal is not obliged to notify the Client that his Client data has been forwarded.

30.5 The Client undertakes to report changes to his contact details and information relating to the beneficial owners to Principal immediately and without being requested to do so as well as to provide without delay any information that is not in the possession of Principal at its request.

30.6 The Client shall indemnify Principal in full for all damage, losses, costs (including external costs such as lawyer's fees),

third-party claims, taxes and charges that Principal incurs directly or indirectly in connection with the portfolio management services or other services of Principal to the Client as a consequence of breaches of duty or incorrect information provided by the Client or that are asserted against Principal.

- 30.7 Principal shall only assume liability for damage, loss or prejudice related to disclosure insofar as it can be proved that the damage, loss or prejudice was caused by gross negligence on Principal's part.
- 30.8 The Client accepts that the release from the protection of confidential information shall continue to apply beyond the termination of the business relationship.

C) Information on the treatment of possible conflicts of interest

31. Possible conflicts of Interest

Asset Management Companies strive to reconcile the interests of their Clients, stockholders and employees. Nevertheless, asset management companies that offer their Clients a multitude of high-quality financial services cannot always completely avoid conflicts of interest. Pursuant to Art. 7c (2) and Art. 20 of the Asset Management Act (AMA) and Art. 12b of the Asset Management Ordinance (AMO), Principal therefore informs the Clients on the measures in dealing with potential conflicts of interest.

Conflicts of interest may arise between Principal, other companies of the group, the executive management, the staff, the contractual brokers, or other persons associated with Principal, and the Clients, or between the Clients.

In order to avoid any influence of unrelated interests on, execution of orders, asset management, or financial analysis, Principal has imposed high ethical standards on the company and its employees. At any time, Principal expects diligence and integrity, compliance with legal and professional procedure, the observation of market standards, and particularly consistent safeguarding of the Client's interests.

32. Organisational Measures to avoid Conflicts of Interest

To avoid potential conflicts of interests from the outset, Principal has implemented, among other things, the following measures:

- Guidelines how to treat potential conflicts of interest (identification, avoidance, and management of potential conflicts of interest);
- Establishment of organizational processes to safeguard Client interests in asset management, e.g. through approval procedures for new products;
- Regulations governing the acceptance and granting of benefits, as well as their disclosure;
- Demarcation between business areas and, simultaneously, control of the mutual flow of information (to the extent that this is organizationally useful);
- The governing bodies and the employees are obliged to disclose all their business transactions carried out on their own account;
- Regulations governing the acceptance of gifts, entertainment and other benefits by the employees;
- When executing orders, Principal acts according to the execution policy or the Client's instructions, respectively;

- Compensation of employees on the basis of qualitative and sustainably quantitative criteria, higher fee revenues do not automatically entail a higher salary;
- Continuous training of the employees.

33. Disclosure of possible Conflicts of Interest

Unavoidable conflicts of interest shall be disclosed to affected Clients before concluding a transaction or giving investment advice.

The following issues shall be considered:

- Within the framework of the portfolio management (Art. 16 (5) AMA) Principal is not permitted to accept and retain commissions or any other monetary or non-monetary advantages from third parties. If Principal receives monetary benefits these will be passed on to the Client in full. Principal will inform the Client of the transferred monetary benefits.
- There are no agreements on retrocessions between Principal and custodian banks regarding any reimbursements on custody account fees, stock market and fiduciary commission, brokerage fees and other fees. The Client is granted the net conditions as agreed with the custodian bank.
- Principal may receive acquisition commissions such as placement commissions and/or issue and redemption surcharges. Such payments will be forwarded entirely to the Client. Further details will be disclosed to the Client upon request.
- The choice of funds and other products is exclusively based on customary quantitative and qualitative selection criteria. The acquisition of funds and other products is always made in the best interest of the Clients and whenever possible at net rates.
- Implementing the investment policy in the Client accounts may include investment funds managed by Principal. The choice of the funds is exclusively based on customary quantitative and qualitative selection criteria. Principal receives a customary fee for the asset management and investment consulting of the corresponding fund which is charged to the fund. Such fee is disclosed in the fund prospectus and the audited annual report of the fund.
- Finally, in the context of the securities business, Principal receives non-monetary benefits such as generic information on financial products, training and market analyses. The acceptance of such free services is not directly connected to Principal's services rendered to the Clients. Principal uses these benefits with the aim to maintain and continuously improve the high quality of the services the Clients expect.
- Further information on relevant potential conflicts of interest is provided in the financial analyses Principal prepares or distributes.
- At the Client's request, further information concerning these principles will be provided.

D) Principles for executing transactions in financial instruments within the scope of asset management services (Execution Policy)

34. In General

The following principles apply to the manner of the execution of investment decisions or other Client instructions in the capital market, on the basis of an asset management agreement of the Client with Principal for the purpose of the acquisition or disposition of securities or other financial instruments.

35. Applicability

The principles are **not** applicable to:

- a) The issue of units of investment companies at the issue price and the redemption at the redemption price via the respective custodian bank;
- b) Fixed-price transactions, i.e. when financial instruments are purchased at a price previously determined by contract. Before the conclusion of a fixed-price transaction, Principal verifies the appropriateness of the agreed price through comparison with similar or comparable products;
- c) Special market situations or disturbances. In such cases, action is taken to the best knowledge and belief in the interest of the Client;
- d) Market-sensitive order execution, i.e. deviation from the principles is indicated in specific individual cases if this results in a benefit to the Client;
- e) The presence of Client instructions which supersede the principles stated above;
- f) The selection of the custodian bank by the Client. This means that the Client has instructed the asset manager to place orders with one or several personally selected custodian banks. The nomination of a custodian bank is already interpreted as a Client instruction or a selection of the custodian bank. In this case, the principles of the authorized custodian banks or the authorized financial services provider to ensure the best possible execution are applicable.

36. Execution of transactions by third parties (Selection Policy)

As a general rule, Principal does not execute investment decisions or other Client orders on the capital market itself, but engages third parties with the execution (intermediaries). These capital market transactions can generally be executed by the intermediaries in various manners of execution (floor trading, electronic trading) and through various channels such as stock markets, multilateral trading systems, systematic internalizers, market makers, other national and international trading places.

Principal makes arrangements in order to attain the best possible result for the Client, without entering into direct-, trade- and/or broker-agreements. Securities trading takes place exclusively through the intermediary (e.g. custodian bank of the Client).

37. Selection of the third party

In the asset management agreement, the Client instructs Principal to authorize a third party (intermediary, e.g. custodian bank) to carry out a capital market transaction. The intermediaries concerned are listed in Appendix 1 of the respective agreements. If, in a particular case, transactions are to be executed by different intermediaries, the Client's consent is to be obtained before any instructions are given.

As Principal instructs a third party (intermediary) to execute transactions in the capital market, the respective order takes place in accordance with the intermediary's arrangements for achieving best possible execution. In this respect deviations from the above-mentioned principles in connection with the manner of execution and execution venues may occur.

38. Principles for the recommendation of a custodian bank

The recommendation of a custodian bank to be commissioned with the execution of investment decisions of the asset manager is made on the basis of the following criteria

that are weighted in consideration of the Client's profile and the characteristics of the respective financial instrument:

- a) Creditworthiness of the custodian bank
- b) Best possible total price (costs)
- c) Probability that the order is completely executed and processed
- d) Speed of complete execution and processing
- e) Security of the operation
- f) Extent and type of the desired service

39. Principles for the direct execution of operations via securities traders

Principal shall take all measures to ensure that transactions are executed with the best possible result for the Client. The selection of a securities trader is made on the basis of the following criteria that are weighted in consideration of the Client's profile and the characteristics of the respective financial instrument:

- a) Best possible total price (costs)
- b) Probability that the order is completely executed and processed
- c) Speed of complete execution and processing
- d) Security of the operation
- e) Extent and type of the desired service
- f) Market situation

40. Basics for Aggregation of Orders

Orders of Clients may be aggregated and forwarded as aggregated order for execution. If an aggregated order is executed at different prices, the allocation to the individual Client accounts shall be made at average values.

Schan, July 2019