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capital at work

Wealth Management Foyer Group

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General Terms and Conditions

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TABLE OF CONTENTS

1. Preliminary provisions 5
2. Identification 5
3. Categorisation of Clients 6
4. Information required for the provision of certain services 6
   4.1 Investment services 6
      4.1.1 Discretionary management 6
      4.1.2 Execution/receipt and transmission of orders 6
      4.1.3 Common provisions 6
5. Information on the nature of and on the risks relating to financial instruments 7
6. Communication 7
   6.1 Means of communication - language 7
   6.2 Correspondence intended for the Client 7
   6.3 Retention of correspondence on the Company's premises 8
   6.4 Communication via MyCapital 8
   6.5 Duplicates 8
   6.6 Communication relating to the Company 8
   6.7 Communication relating to accounts with more than one holder 8
   6.8 Communication from the Client - Client orders 8
7. Regulatory reports 9
8. Records and proof 9
9. Operation of accounts 10
   9.1 General 10
   9.2 External transfers of funds and reference account 10
   9.3 Accounts opened in the name of more than one person 10
   9.4 Account of an entity without legal personality 10
   9.5 Power of attorney and reciprocal power of attorney 10
      9.5.1 General 10
      9.5.2 Reciprocal powers of attorney 11
   9.6 Usufruct and bare ownership accounts 11
      9.6.1 General 11
      9.6.2 Bare ownership operations 11
      9.6.3 Usufruct operations 11
   9.7 Foreign currency accounts 11
   9.8 Term deposit accounts 11
   9.9 Credits to accounts 11
10. Signatures, instructions 12
   10.1 Signature specimen 12
   10.2 Instructions 12
   10.3 Instructions from a legal person Client 12
   10.4 Amendment and/or cancellation of instructions 12
11. Commissions, fees and taxes 12
12. Errors or irregularities 12

13. Tax obligations of the Client 13
14. Taxation - withholding tax - exchange of information 13
14.1 Withholding tax 13
14.2 Exchange of information 13
14.3 US legislation 13
14.3.1 Obligation to comply with the Company's withholding tax procedures in accordance with US legislation. 13
14.3.2 US taxpayer (US person) 13
14.3.3 Non-US taxpayer (Non-US person) 14
14.4 Common Reporting Standard (CRS) 14
14.5 Accounts with more than one holder (joint accounts) 14
15. Deposits of transferable securities 14
15.1 Fungibility 14
15.2 Property of the Client 14
15.3 Credit under reserve 15
15.4 Custodian risk - Collective accounts 15
15.5 Clause applicable to Clients that opened their account with another financial institution 15
16. Exercise of voting rights associated with the financial instruments deposited with the Company and transmission of information 15
16.1 In general 15
16.2 Limitations concerning Clients that have signed a discretionary management mandate with the Company 16
17. Operations involving financial instruments 16
18. Foreign currencies 16
19. Precious metals 17
20. Legal incapacity, death 17
21. Liability 17
22. Identification and management of conflicts of interest 18
23. Retrocessions and inducements 18
24. Order execution rules and policy 18
25. Account indivisibility and guarantees 18
25.1 Guarantees 18
25.2 Account indivisibility agreement 19
25.3 Offsetting - netting 19
25.4 Pledging 19
25.4.1 Of the cash held in the account 19
25.4.2 Of financial instruments 19
25.4.3 Of claims of any kind 19
25.4.4 Of commercial instruments and assets that are represented by commercial instruments or any assets whatsoever, including cash placed in a safety deposit box 19
26. Subcontracting 20
27. Changes 20
28. Termination of the business relationship 20
29. Deposit and investor guarantee 20
30. Banking secrecy 21
31. Protection of personal data 21
32. Miscellaneous provisions 21
33. Right of withdrawal in the event that a contract is concluded away from the Company's business premises 21
34. Complaints 22
35. Applicable law and jurisdiction 22
36. Final provision 22

General Terms and Conditions governing the relationship between CapitalatWork Foyer group S.A. and its Clients

1. Preliminary provisions

The business relationship between the client (the "Client") and CapitalatWork Foyer group S.A. ("the Company") is based on mutual trust. The Company provides its services to the Client for portfolio management and the execution of a wide variety of orders. The diversity and volume of operations, and the speed with which they have to be handled, require that, in the interest of legal certainty, the mutual rights and obligations of the parties be defined by certain rules.

The term "Client" refers to any contractual partner or any plurality of contractual partners of the Company.

These General Terms and Conditions govern, in general, the contractual relationship between the Client and the Company. They are supplemented by the current practices in the financial sector.

These General Terms and Conditions and above-mentioned practices apply without prejudice to the specific agreements entered into between the Client and the Company, subject to the mandatory provisions of the applicable legislation.

The Company shall only provide its services to its Client within the scope strictly and expressly agreed in writing with the latter. Without prejudice to Article 6.8.5, no implicit or tacit tasks or obligations for the Company may be derived from these General Terms and Conditions, or from any other contractual document, and the Company shall not be required to execute additional tasks derived from any agreement to which it is not a party, unless it has given its prior written agreement to do so.

The Company, which has its registered office at 12, Rue Léon Laval L - 3372 Leudelange, is registered with the Register of Legal Persons (Luxemburg) under number B78.769. It is an investment company incorporated under Luxemburg law (brokerage company). Its main mission is asset management. As such, it is supervised by the CSSF (Financial Sector Supervisory Commission-283 route d'Arlon, L-1150 Luxembourg). It provides the following investment services: discretionary portfolio management (both for portfolios held by third parties and by itself), receipt and sending of orders in relation to financial instruments, execution of orders and a registrar service.

The Company holds the following statuses, as defined in the Law of 5 April 1993 on the financial sector: investment advisor (the Company is considered for this service to be a "non-independent advisor" within the meaning of MiFID), commission agent, broker in financial instruments, distributor of units/shares in UCIs with payment, asset manager, professional acting on its own account, financial sector administrative agent, client communication agent, registrar. It holds licences for the following investments services and activities: receipt and transmission orders, execution of orders on behalf of clients, dealing on own account, portfolio management, investment advice, safekeeping and administration of financial instruments on behalf of clients, foreign exchange services when these services relate to the provision of investment services, investment research, financial analysis or other forms of general recommendation relating to transactions involving financial instruments.

All the company's licences can be consulted on the CSSF's website: www.cssf.lu

The Client acknowledges that the Company does not provide advice regarding the legal and tax implications of the investments made and that it is his/her/its responsibility to seek such advice from an independent legal or tax advisor.

In the case where the business relationship with the Company is conducted through a tied agent, the Client is informed of this by the latter, which provides him/her/it with the required regulatory documentation.

The Company's VAT number is [LU 18573177], its BIC code is [BILLLULL] and its bank account number is [IBAN: LU960021118507657300]. The Company can be contacted via the Client Secretariat on the main phone number [+352 437 43 60 00], on the main fax number [+352 31 41 60] or at the email address [info@capitalatwork.lu]. The address of the Company's website is www.capitalatwork.com.

2. Identification

At the start of the business relationship with the Company, the Client shall provide accurate identification details to the Company as well as the supporting documents in accordance with current regulations (e.g. name, address, nationality, profession, marital status, etc.). Natural persons are, as a minimum, required to provide one identity document. They may be asked to prove their legal capacity. Legal persons, special undivided co-ownerships and de facto associations are required to provide a certified copy of their current articles of association, a recent extract from the applicable register where appropriate and a document listing the people authorised to enter into a binding agreement on their behalf, and to represent them in dealings with third parties.

Clients are required to provide to the Company all the documents that the Company may request from them concerning the identification of the beneficial owner, in accordance with current legislation.

Furthermore, in all cases in which the Client is not the economic beneficiary of an account opened in his/her/its name (as holder or joint holder), the Company shall, in addition to the economic beneficiary declaration, require an identification document for the economic beneficiary, as required by the Company, in particular for the purpose of enabling it to meet its legal obligations.

The Company is entitled to require any other documents or information it considers useful or necessary to fulfil its obligations

regarding the combating of money laundering and the financing of terrorism.

The Client ensures that all the documents, papers, information and instructions disclosed or provided to the Company are clear, reliable and comprehensive, and that they comply with contractual, legal and regulatory provisions.

The Client must immediately inform the Company in writing of any changes made to this information. The Client is solely liable for any damage caused by the provision of false, inaccurate, outdated or incomplete information, regarding which the Company accepts no liability.

Changes in the capacity of the Client, or of his/her/its representative or agent, that have not been communicated in writing to the Company cannot be invoked against it despite their possible entry in public registers (registry of the Commercial Court, etc.) or their publication in the Belgian Official Gazette or in any other media.

Where the Company has to examine the documents that it receives or issues on behalf of the Client with regard to their authenticity, validity and completeness, or translate such documents, the Company's liability is limited to any fraud or gross negligence on its part.

3. Categorisation of Clients

For the requirements of investment services, there are three categories of Clients, (1) Retail Clients (non-professional), (2) Professional Clients and (3) Eligible Counterparties.

The level of protection varies depending on the category. By default, the Company considers all its clients as retail clients. However, the Company can categorise certain clients in a different category, in accordance with the applicable MiFID regulations.

4. Information required for the provision of certain services

4.1 Investment services

4.1.1 Discretionary management

Discretionary management requires the existence of comprehensive and up-to-date documentation concerning the Client relating to his/her/its experience and knowledge in the investment field relevant to the specific type of product or service offered or requested, his/her/its financial situation, including the ability to bear losses, and the Client's investment objectives, including his/her/its risk tolerance. All the data gathered by the Company shall determine the Client's investor profile.

4.1.2 Execution/receipt and transmission of orders

The Company notifies the Client that with regard to services provided at the initiative of the Client that only include the execution and/or receipt and transmission of Client orders concerning non-complex financial instruments such as, for example, shares traded on a regulated market, bonds or undertakings for collective investment meeting the definition of non-complex instruments in accordance with the current regulations, the Company is not required to assess whether the instrument or the service provided or proposed is appropriate for the Client and that, consequently, the Client does not benefit from the protection of the relevant rules of conduct.

The Company notifies the Client that with regard to services provided at the initiative of the Client that only include the execution and/or receipt and transmission of orders from the Client concerning complex financial instruments as defined by the applicable regulations, the Company is required to assess whether the Client has sufficient knowledge and experience to understand the risks associated with the planned investment. The Company shall subject the Client to an assessment and shall be required, in view of the information provided by the Client, to inform the Client if it believes that the transaction referred to in the Order is not appropriate and is not suitable for the Client given his/her/its experience and knowledge of the risks inherent in this transaction. If, despite the Company's warning, the Client confirms the Order, the Company shall execute or transmit this Order to the Depositories.

The Company gives notice that within the context of services involving the execution and/or receipt and transmission of orders from the Client, irrespective of the type of financial instrument (complex or non-complex), the transactions are carried out at the instruction of the Client, who shall determine, solely and at his/her/its own risk, the final choice of investment. The Company shall not be held liable for any loss suffered by the Client due to such Order, and the Client remains solely responsible for ensuring the suitability of the Orders given his/her/its investor profile and/or investment strategy.

In the case of clients for which the Company provides a service involving the execution of orders and/or the receipt/transmission of orders, the Company assesses the compatibility of the information collected with that of the target market defined by the issuers relating to the type of client and the distribution strategy.

4.1.3 Common provisions

4.1.3.1 The Company expressly notifies the Client that if he/she/it decides not to provide the information required to determine his/her/its investor profile or the appropriateness of the order relating to complex financial instruments, the Company shall refrain from carrying out investment services on behalf of the Client concerned.

Irrespective of the type of investment services, the Company determines in which financial instrument the Client or the Com-

pany may invest based on the information collected from the Client. The Client, having signed a discretionary management mandate, agrees, for diversification and/or coverage reasons, to having financial instruments in his/her/its portfolio for which the target market defined by the issuers is not entirely compatible with his/her/its profile, provided that this is in line with the investment strategy defined for their portfolio. The target market is defined as being the investors to whom the financial instruments are intended based on their needs and objectives and the characteristics of the instrument.

4.1.3.2 If the Client is a legal person, any changes relating to the person(s) authorised to represent it in its relationship with the Company shall give rise to another assessment of the Client's experience and knowledge.

4.1.3.3 The Client must inform the Company of any changes relating to his/her/its financial situation, investment objectives and/or knowledge and experience in the investment field and, more specifically, of changes that have or could have an impact on the determination of the suitability or appropriateness of a service that the Company may be required to provide to the Client. The updating of this information enables the Company to act in the Client's best interest. If the Client fails to inform the Company of such changes, the Company cannot be held liable for any damage suffered by the Client as a consequence.

The Company is not liable for potential delays in the provision of an investment service and/or the execution of orders due, in particular, to the Company's legal obligations such as, for example, that of determining whether an investment service or product is suitable or appropriate for the Client, based on the type of investment service provided.

5. Information on the nature of and on the risks relating to financial instruments

The Client declares that he/she/it is aware that investments involve risks such as the risks relating to economic conditions, the quality of issuers or counterparties, currencies or interest rates that may result in losses on his/her/its part.

These risks are increased with operations in certain products such as derivatives, operations concerning securities issued by low-quality debtors, or shares that are not listed and that are not admitted to a regulated market, as well as operations relating to structured products.

The Client acknowledges having been informed of the nature, characteristics and risks relating to the main financial instruments that may be the subject of orders with the Company. In this respect, he/she/it declares having read, understood and received a copy of the document entitled "Overview of the characteristics and risks of financial instruments" prepared by the Company and made available to the Client at the Company's premises and on its website (www.capitalatwork.com).

The Company also informs the Client that, where appropriate, it shall provide him/her/it with a pre-contractual document called a "Key Information Document" ("KID") / "Key Investor Information Document" ("KIID") prior to his/her/its transactions that shall enable him/her/it to make his/her/its decisions in full knowledge of the facts.

6. Communication

6.1 Means of communication - language

6.1.1 The Client may communicate with the Company and receive the documents and other information from the Company in at least the following two languages: French and Dutch. Certain documents are also available in English and German.

6.1.2 The Company is authorised (irrespective of any current or future agreements relating to the delivery or retention of mail) to contact the Client directly by any means of communication in a case of urgency, when it deems it necessary in order to safeguard its or the Client's interests or pursuant to a legal or regulatory obligation.

6.2 Correspondence intended for the Client

Correspondence intended for the Client, including all the regulatory reports relating to the investment services provided (securities statements, account statements, portfolio statements, etc.) is, by default, sent by ordinary mail to the Client's last known address or to the communication address provided by him/her/it.

The sending of a letter to the Client and the date of dispatch are substantiated by the production by the Company of a copy of the correspondence concerned or any other record of its dispatch. In the case of a fax, the transmission report constitutes documentary proof of the dispatch of the document by the Company and of its receipt by the Client.

The date shown on the Company's documents, account statements or portfolio statements is deemed to correspond to the date of dispatch.

Any written communication from the Company is deemed to have reached its destination when it is sent to the last address known to the Company, bearing in mind ordinary postal processing times.

If a letter is returned to the Company with a notification that the Client is unknown at the address provided or that the Client no longer lives at that address, the Company shall be authorised to retain the letter and any subsequent mail. The provisions relating to the retention of correspondence (Article 6.3) therefore apply (in particular the fees applicable in the case of the retention of correspondence) until the Company is informed in writing of the Client's new address.

The Client takes full liability for any damage that may result from the dispatch or retention of correspondence and undertakes to regularly check his/her/its mail. The Client may not reasonably claim to be unaware of the content of his/her/its mail and of the information that is sent to him/her/it under the pretext that he/she/it did not regularly check his/her/its mail.

6.3 Retention of correspondence on the Company's premises

At the written request of the Client, the Company may agree or refuse to hold correspondence for him/her/it at its offices for up to two years. Refusal by the Company does not need to be justified and is final.

When the Company agrees to retain correspondence at its premises, it is deemed to be delivered on the day after the date that it bears. The Company is not required to print documents when they are drawn up, but just to hold them for the Client on its IT system and to only print them at the Client's request. Documents retained in this way are deemed to have been sent to the Client on the working day following the transaction date shown on the document.

The Client acknowledges being aware that the Company may send him/her/it any type of information (regulatory reports, news, notifications, etc.) in this correspondence held for him/her/it at its premises.

6.4 Communication via MyCapital

If the Client requests the activation of the MyCapital service, he/she/it accepts the application of the document "Terms and conditions applicable to the portfolio website". This document is made available to him/her/it at the Company's offices and is available on the Company's website.

A Client that requests the activation of the MyCapital service accepts that all communications from the Company for his/her/its attention are forwarded to him/her/it solely via this online portal belonging to the Company, if they are technically available in that form. This provision applies to all regulatory reports (account statements, portfolio statements, etc.) and any other information from the Company.

The regulatory reports forwarded to the Client via MyCapital shall be forwarded on a durable medium and remain available on this portal for two years. The Client undertakes to check these communications regularly and is responsible for making a durable copy of them (download/printing) for his/her/its own administration.

In accordance with Article 6.1.2, the Company retains the right, but is not required, to send all these documents or information to the Client by any other means of communication.

6.5 Duplicates

The retention of correspondence on behalf of the Client referred to in Article 6.3 or the communication of it via the MyCapital portal referred to in Article 6.4 is without prejudice to the possibility for the Client to still subsequently obtain duplicates of regulatory reports, at the current rates, within the legally-prescribed period for the retention of this information.

6.6 Communication relating to the Company

The Client is aware and accepts that the Company may provide certain information to him/her/it exclusively via its website, for example, information relating to the Company and its services, in particular its policy on conflict of interest, information on financial instruments and information relating to the commissions and fees applied by the Company. The Client is informed of the website address and of the section of the site where he/she/it can access this information. The Client undertakes to consult the Company's website regularly.

When required to do so by law, the Company notifies the Client of any changes made to this information by providing the website address and the section of the site where he/she/it can access the amended information.

6.7 Communication relating to accounts with more than one holder

Any communication relating to accounts with more than one holder is sent to the common address provided to the Company by the Clients and is deemed to have been received by each of the holders. If no common address is provided, any communication is deemed to have been validly sent to each of the Clients concerned when it is sent to the last address provided by one of them.

6.8 Communication from the Client - Client orders

6.8.1 All communication from the Client to the Company must be done in writing. It is the responsibility of the Client to prove the existence and content of the communication. Orders from the Client are given to the Company in writing. They must specify the identity of the Client and his/her/its account number and be dated and signed by the Client or, where appropriate, by his/her/its agent or representative.

The Company reserves the right to assess the orders given in any other form (such as by telephone, fax, telegram, email or other means of communication) and to take action on them based on what it deems to be in the interest of the parties. It may agree to execute such orders or to make their execution conditional on their prior confirmation, in a form of its choosing. The Client acknowledges that the Company is authorised to refuse to execute instructions if it has doubts regarding the identity of the person who gave the order or that of the beneficiary, or for any other reason.

6.8.2 In the case that orders are given by one of these other means of transmission that are not in writing, dated and signed, the Client declares in advance that he/she/it gives its approval to any operations carried out based on these instructions and accepts all the consequences of errors or problems of transmission, identification and understanding, as well as any abuses by third parties,

thereby discharging the Company from liability. The account and portfolio statements, and the Company's books, shall provide the exclusive proof that the transactions appearing in them were executed in accordance with the orders transmitted by these means.

In addition, the Company records orders made by telephone and it is therefore expressly agreed that the Company's records and, where appropriate, records on tape or on an electronic medium, prove the transmission of verbal orders as well as their content and their proper execution, unless the Client provides proof to the contrary.

The same principle applies for instructions transmitted to the Company by telex, fax or any other similar means of communication that are not in writing.

6.8.3 The Client is responsible for checking with the Company that it has received the orders that he/she/it gave to it, in particular by verifying their execution.

The Company may prove whether or not orders have been received in accordance with Article 8 of these General Terms and Conditions.

6.8.4 The Company may refuse the execution of an order or suspend its effects in the event that the Client fails to perform one of his/her/its obligations towards the Company.

6.8.5 The Company may refuse the execution of an order or suspend its effects in the event that the aim or effect of the order is to violate rights and/or obligations, including of or towards third parties, of which the Company becomes aware.

7. Regulatory reports

In accordance with current regulations, the Company shall provide the Client with reports of different types and different levels of frequency depending on the investment service provided, the categorisation of the Client and the type of financial instrument in his/her/its portfolio. The type and frequency of these reports are described in the MiFID information brochure, of which the Client acknowledges having received a copy at the start of its relationship with the Company.

The Company's due diligence with regard to regulatory reports varies depending on the type of account opened in its books and the responsibilities may, where appropriate, be shared with the custodian bank as described in the MiFID information brochure.

The MiFID information brochure is also available on the Company's website: www.capitalatwork.com.

8. Records and proof

The Company is not required to retain its accounts, supporting documents and any other documents beyond the period or in a form other than those required by law. For all requests for documents of any kind whatsoever, the Company is entitled to charge research fees to the Client. When this request is from the judicial authorities or other bodies mandated for this purpose, the Company may charge the research costs it incurs to the Client concerned.

Without prejudice to the other provisions in the General Terms and Conditions or in a specific agreement, the Company may, in civil or commercial matters, always provide proof by means of a copy or a reproduction of the original document in any form, irrespective of the nature or the amount of the legal act to be proved. Unless otherwise proved by the Client, the copy or the reproduction of the document shall have the same probative value as the original.

The information relating to communications, contracts, operations and payments stored by the Company on a durable electronic medium have probative value, until proved otherwise, in the same way as an original written document on a paper medium signed by all the parties.

The Client and the Company expressly agree that, notwithstanding the provisions of Article 1341 of the Civil Code and when this is necessary or useful, the Company may prove its allegations by any means legally admissible in commercial matters, such as by giving testimony or an affidavit.

In accordance with regulations, the Company records its telephone conversations and electronic communication between itself and its Clients, which give rise or are likely to give rise to transactions. A copy of the record of conversations and communication is available on request for five years, and for a period of up to seven years for a request from the competent authority, from the date of the record in question.

The purpose of this record is to be able to prove, in the event of a dispute, the existence and/or the terms of an instruction from the Client and to fulfil the legal, regulatory and prudential obligations with which the Company has to comply.

The record shall be retained by the Company for the period required to achieve its purpose and in compliance with the legally-prescribed period imposed on the Company. The Company undertakes to put in place the security measures necessary to avoid any unlawful use of the data recorded. Furthermore, the record may only be listened to in the context of the provision of proof in accordance with its purpose.

The recording medium shall be admissible in court with the same probative value as a written document.

9. Operation of accounts

9.1 General

The Company opens individual or collective accounts for natural or legal persons approved by it.

The nature of each account opened and the specific terms of its operation are governed by these General Terms and Conditions and in special documents containing specific terms and conditions agreed between the Company and the Client as required.

9.2 External transfers of funds and reference account

The Company does not offer payment services. It does not make payments (invoices, miscellaneous advances, etc.) from the Client's account to the bank account of a third-party beneficiary.

The Client communicates a bank account number held by him, her or it (hereinafter the "reference account") to the Company. Any transfer of funds from the Client's account will, in principle, be made into this reference account, unless an express written request is made by the Client.

The reference account is an account opened with a banking institution and of which the Client is the holder or joint holder. In the event that the account opened with the Company is in the name of multiple joint holders, the reference account must be opened in the name of all of these joint holders or at least in the name of one of them subject to the agreement of them all.

9.3 Accounts opened in the name of more than one person

Accounts and assets in the name of more than one person - in particular undivided co-owners, bare owners and usufructuaries, parties to a lock-up agreement - are managed under a jointly signed agreement, unless there is a power of attorney or agreement containing other provisions.

In the event of disagreement between the joint holders concerning their powers to use the account, the Company reserves the right to suspend use of the account until they have reached an agreement among themselves.

Where appropriate, the Company is authorised, in accordance with point 14.5 of these General Terms and Conditions, to consider that the assets held in undivided accounts belong to each of the joint holders in equal shares.

9.4 Account of an entity without legal personality

Accounts opened in the name of an entity without legal personality are subject to the same terms and conditions as accounts opened in the names of more than one holder. The account shall be opened in the name of the de facto entity or in the names of the natural persons who are part of it, as appropriate. In both cases, the account shall be treated as an undivided co-ownership.

9.5 Power of attorney and reciprocal power of attorney

9.5.1 General

The Client may have himself/herself/itself represented with respect to the Company by one or more agents. Powers of attorney for this purpose must be in writing and shall be kept by the Company. Powers of attorney are granted without the option of substitution.

Throughout the duration of the power of attorney, the agent is entitled to access all the information relating to the services covered by the power of attorney as if he/she/it were the Client. He/she/it shall therefore also have access to information arising prior to the taking effect of the power of attorney. When the power of attorney comes to an end, the agent retains the right to access any information on the services to which the power of attorney relates, but only for the period covered by the power of attorney.

The agent is bound by these General Terms and Conditions in the same way as the principal himself/herself/itself, and the latter is moreover liable with respect to the Company for all the actions performed by the agent in the context of his/her/its mandate.

The agent is jointly and severally liable for all the orders that he/she/it gives and for all the operations that he/she/it carries out.

The Company is not under any circumstances required to exercise any control over the manner in which the agent makes use of the powers granted to him/her/it, whether he/she/it makes use of them in the interest of the Client or in his/her/its own interest.

The Company is authorised to refuse to execute instructions given by an agent exclusively for reasons relating to that agent, as if that agent were the Client.

The power of attorney remains valid until written notice of revocation is sent by registered letter or delivered against a receipt to the Company by the principal or the agent (or a person authorised to do so such as legal heirs, the executor of a will, an administrator, etc.) or by any other means of which the Company has acknowledged receipt in writing.

Powers of attorney shall also come to an end in the event of the death, incapacity, declaration of absence, loss of capacity to act, insolvency or bankruptcy of the principal or the agent, subject, with respect to the incapacity of the principal, to the power of attorney providing, in a legally valid and binding form, for the continuation or commencement of the effects of the power of attorney at the time of the incapacity.

In all cases, the Company shall only take account of the cessation of the effects of a power of attorney from the bank working day following the date on which it was notified of the event in question, by registered mail or letter delivered against a receipt to the Company.

9.5.2 Reciprocal powers of attorney

If more than one person are joint holders of the same account and if these people have mandated some of them to be able to act on behalf of all the joint holders (as expressly stated in the account application form), they acknowledge that these agents therefore have the authority to deposit and withdraw any securities from the collective account opened with the Company; receive any interest, dividends and premiums as well as any capital in the case of reimbursement; make use of the available sums, authorise the sale of securities and the purchase of others, request and receive any advances against the securities deposited for the above purposes, sign any receipts and any slips necessary and generally carry out all the operations that the joint holders could carry out themselves together, with the exception of (i) the closing of the account and (ii) changes to the arrangements and instructions concerning the investment policy agreed pursuant to the discretionary management mandate, for which the participation of all the joint holders is required.

9.6 Usufruct and bare ownership accounts

9.6.1 General

Unless there is a written instruction to the contrary signed by all the parties, when a securities deposit is set up with a bare ownership and usufruct stipulation, the Company automatically opens an account in the name of the bare owner and of the usufructuary. The terms 'bare owner' and 'usufructuary' cover cases in which there are more than one bare owners and/or usufructuaries.

Unless otherwise specifically agreed, orders relating to an account registered as a usufruct or bare ownership account must be co-signed by the bare owner and the usufructuary.

Account statements and correspondence are sent to the usufructuary, unless otherwise agreed.

9.6.2 Bare ownership operations

The Company credits the "bare ownership/usufruct" account with the proceeds of reimbursements, allotments, premiums, distributions of reserves or capital, subscription rights, free share allocations and the sale of securities. It debits this same current account with the net amount of purchases of securities, subscription rights and free allocation rights, as well as the brokerage and fees relating to securities operations.

9.6.3 Usufruct operations

Unless there is a written instruction to the contrary from the usufructuary, the Company credits an account as agreed with the Client and belonging to the usufructuary with any other sums generated by the securities deposited, in particular with the full amount of the interest and dividends (after deduction of the taxes due).

Unless otherwise agreed, the Company debits the usufruct account with any other sums owed to the Company as a result of the open deposit, such as custody fees, postage costs and any management commission.

In the case of an optional dividend, the Company shall receive the dividend in cash and not in securities, which the usufructuary expressly accepts.

9.7 Foreign currency accounts

The Company may open foreign currency accounts for its Clients subject to terms and conditions to be agreed and in compliance with current regulatory provisions. Clients' assets in foreign currencies are held with correspondents established either in the country in which the currency in question originates, or in another country. The Client bears the economic and legal consequences that could affect its assets with a given correspondent or in the country of the currency, or in the country where the funds are invested, as a result of measures taken by the correspondent's country, or by third countries, and as a result of force majeure events, insurrection or war, or other acts beyond the Company's control that affect the position of the correspondent and of the Company.

The Company fulfils its obligations in the currency in which the account is denominated. The Client may not require the return of assets in a currency other than the one in which these assets are denominated. In the event of the unavailability of the currency concerned, the Company may, but shall never be required, to return the funds in the corresponding amount in national currency, with any foreign exchange or other losses being borne by the Client.

9.8 Term deposit accounts

The term, interest rates and provisions applicable to term deposit accounts are confirmed to the Client after they are opened. The Client is informed of any subsequent changes in writing. The term deposits are automatically renewed, within the renewal or term limits imposed by the applicable regulations, for a period identical to the previous period subject to the current terms and conditions for deposits of the same type, except if the Client objects to such a renewal no later than two working days prior to the term deposit renewal date.

9.9 Credits to accounts

In all cases, the Client's account is credited under reserve and subject to the effective receipt of the funds. The Company is authorised to reverse any operations the conduct of which has been called into question.

10. Signatures, instructions

10.1 Signature specimen

The Client must provide a signature specimen to the Company and, where appropriate, a signature specimen from the Client's constituent bodies or from the authorised signatories. The Client may exclusively refer to these signature specimens, irrespective of any filing of signatures with a trade registry or another official publication. The Company is not liable for the fraudulent use of the Client's signature by a third party, whether actual or falsified.

10.2 Instructions

The Client's instructions must be complete, accurate and precise in order to avoid errors. They must at least specify the nature of the transaction (buying or selling), the description or characteristics of the security to which the instruction relates (ISIN and name), the quantity and, generally, any other information necessary for its proper execution. If it deems it necessary, the Company may suspend the execution of an order to request additional instructions without incurring any liability in this regard.

The Client is required to inform the Company in writing if a transaction has a specific deadline and if an execution delay may cause specific damage. Such instructions must, however, be forwarded sufficiently in advance (at least three bank work days) and are subject to the standard terms and conditions of execution, including those of the custodian bank holding the Client's assets.

10.3 Instructions from a legal person Client

The Client undertakes to initiate Orders in compliance with its corporate aim and its articles of association. In this case, the Client shall also refrain from disputing any Order carried out at the initiative of any of its legal representatives whose termination of appointment has not been duly notified to the Company.

10.4 Amendment and/or cancellation of instructions

In the context of services provided at the initiative of the Client (execution and/or receipt and transmission of orders), the Client may, at its discretion, cancel or amend the instruction. Such cancellation or amendment shall only take effect to the extent that the new instructions are received by the Company within a timeframe compatible with the execution conditions of the original Order. The Company alone shall have the right to decide on the status of an Order and determine whether or not an Order is executed.

11. Commissions, fees and taxes

The Company bills its services to the Client based on the current rates and the nature of the services agreed. The rates and terms and conditions applied by the Company are set out in a document that is made freely available to the Client at the Company's premises. The Client acknowledges having received the current rates in effect on the date of the start of his/her/its relationship with the Company on a paper medium or another durable medium.

The Client pays all taxes or duties, fines or increases that exist or that shall be established in the future by the Belgian or foreign authorities, and to which the transactions carried out in the context of its relationship with the Company may give rise. When the Company establishes, based on the information provided by the Client, that, in its capacity as an intermediary, it is legally or contractually liable for the taxes or duties to be paid by the Client, it shall be authorised to debit the amount due from one of the Client's accounts, irrespective of the settlement date of the originating transactions, or to freeze the Client's assets until the payment of the amounts due. In the event withholding at the source results in an overpayment of taxes, levies or duties by the Client, he/she/it shall have to undertake on his/her/its own the steps necessary for reimbursement towards the concerned authorities or public administrations. In the event withholding at the source appears to have been insufficient, the Client must fulfil on his/her/its own his/her/its tax obligations. He/she/it may in addition be required by the Company to pay any amount for which the Company could be liable with respect to the tax authorities due to under-withholding. The Client remains liable for the commissions, interest, fees, taxes and duties due even if their payment is only required after the closing of the account.

The Client undertakes to pay the Company all the fees, commissions and ancillary expenses owed to it, and all the costs incurred by the Company in the interest of the Client and of his/her/its beneficiaries. The Client must in particular bear all postage, telecommunication and research costs, and all the costs incurred by the Company in the context of any administrative or legal proceedings against the Client. The Company may automatically debit the amounts owed from the Client's account.

The Company draws the Client's attention to the fact that he/she/it may possibly bear other costs, including taxes, relating to transactions with regard to financial instruments or investment services which are not deducted at source by the Company or paid in another manner by its intermediary.

The Client undertakes to maintain a sufficient level of cash in his/her/its account to enable any amount due to be debited without putting the account in a debit cash position. The Company may at any time sell, in return for euros, any securities or foreign currencies recorded or deposited in the account or any other account (jointly) held by the Client, in order to clear any debit cash position or to ensure a sufficient cash credit balance to cover an upcoming debit of any amount due (fees, charges, taxes, etc.).

12. Errors or irregularities

12.1 The Client is required to immediately inform the Company of any errors, discrepancies, irregularities or other objections

identified in or relating to the documents, account statements or portfolio statements issued by the Company. The same rule applies in the event of a delay in the sending of mail. Any complaints or observations from the Client relating to any documents (statement, slip, etc.) sent by the Company to the Client must be notified to the Company in writing, under penalty of the forfeiture of the Client's right to make a complaint, within a reasonable timeframe based on the nature of the transaction, which may not under any circumstances exceed 30 calendar days from the date on which the statement, notice or document was sent to the Client or made available to him/her/it. Once this deadline has passed, any undisputed transaction is deemed to be correct, accurate and ratified by the Client and the figures in the documents are deemed to be final and accurate, such that the Client may no longer directly or indirectly dispute the transaction.

12.2 The Company is authorised to have any material errors it makes automatically rectified by simple book entry. If, as a result of such a reversal, the Client's account has a negative balance, the overdraft interest shall be automatically payable from the effective date on which the account is debited.

13. Tax obligations of the Client

The Client must undertake to fulfil his/her/its tax obligations (tax return and payment of taxes) towards the authorities of the country or countries in which the Client is required to pay taxes on the assets deposited with his/her/its financial institution or entrusted to its management. This condition also applies, where appropriate, to his/her/its financial agent, which the Client undertakes to inform himself/herself/itself. The Client is informed of the fact that the holding of certain assets may have tax implications, irrespective of the place of his/her/its tax residence. Failure on the part of the Client to comply with his/her/its tax obligations may cause him/her/it to be subject to financial and other penalties, in accordance with the legislation in force in the country or countries where the Client has to pay taxes.

The Client's attention is also drawn to the fact that pursuant to international agreements and when the conditions of these international agreements are complied with, the name of the co-contracting party and that of the financial agent may be forwarded to the competent foreign authorities, and in particular to the tax authorities.

14. Taxation - withholding tax - exchange of information

14.1 Withholding tax

14.1.1 The Client acknowledges that the Company is required to apply all withholding taxes on the assets and income from assets in accordance with Belgian or foreign law.

The Client is informed that the Company applies withholding taxes based on the information provided by the Client, and that any incomplete or incorrect information may result (in Belgium or abroad) in an increase in tax rates, additional withholding, criminal penalties and/or the freezing of assets.

14.1.2 If the Client is entitled to benefit from the terms of a double taxation treaty, he/she/it must provide the appropriate documentation.

14.2 Exchange of information

The Company informs the Client that, due its qualified intermediary status within the meaning of US law, it is subject to an information and notification obligation towards the United States of America. In addition, it may be required to exchange information with the Belgian tax authorities in the context of the CRS (Common Reporting Standard) regulations. The Client may not under any circumstances hold the Company liable for any damage resulting from the sending of information to the authorities in question.

14.3 US legislation

14.3.1 Obligation to comply with the Company's withholding tax procedures in accordance with US legislation

The Client is required to fully comply with all the Company's requirements (administrative and other) and procedures when he/she/it invests in securities on which the return is subject to the withholding tax applied by the United States of America (referred to as "US Securities").

The Client also undertakes to provide all the information required in the context of the Foreign Account Tax Compliance Act (hereafter referred to as "FATCA") and of the Law of 16 December 2015 transposing the intergovernmental agreement of 23 April 2014 concluded between Belgium and the United States (hereafter referred to as the "IGA"). If he/she/it fails to honour (or to do so within the timeframe laid down) the obligations mentioned in this article, the Company shall be authorised - in accordance with its obligations regarding withholding tax and the automatic exchange of information between Belgium and the United States - to treat the Client's account as an account to be reported to the United States or an account subject to the conventional withholding tax rate.

14.3.2 US taxpayer (US person)

The Client is required to provide the Company with information relating to the correct application of US withholding tax and to FATCA legislation (in the account opening document or the US Tax Compliance Statement form), as well as the duly completed and validly signed W-9 form of the US tax administration (hereafter referred to as the IRS).

The Client's account shall therefore be regarded as a US account. The Company is authorised to forward the W-9 form mentioned above and to disclose certain information relating to this account to the tax authorities of the United States of America (directly or indirectly via the competent Belgian tax authorities) to comply with the QI (Qualified Intermediary) agreement concluded with

the IRS and with the automatic exchange of information agreement under Belgian legislation.

If the Client fails to honour these obligations on time or refuses to honour them, the Company is authorised to disclose via its tax administration any available information concerning the account, within the limits provided for by law.

14.3.3 Non-US taxpayer (Non-US person)

The Client is required to provide the Company with information relating to the correct application of US withholding tax and the compliance rules relating to FATCA legislation (in the account opening document or the US Tax Compliance Statement form), as well as the duly completed and validly signed W-8BEN or W-8BEN-E IRS form and any other complementary documentation that may requested of him/her/it in this context.

In the case of a change in situation (in particular in the case of a change in place of residence to the United States or acquisition of US citizenship), or if one of the documents becomes null and void, the Client undertakes to inform the Company of this change within 30 days of the change and to provide the documents that the Company deems necessary at the time. If the Client does not inform the Company of the change as described above, it indemnifies the Company from any consequences that may result from the application of US federal tax laws and Belgian laws.

The Client acknowledges that, in the event of the forwarding of incorrect or incomplete information, or of failure to inform the Company of a change in situation, he/she/it exposes himself/herself/itself to the possibility of penalties, in particular pursuant to US federal tax rules.

In the event that the Company becomes aware of, or has reason to know about, a change in situation relating to the account holder that totally or partially invalidates the information contained in the US Tax Compliance Statement annex or the W-8 form, the Company may opt not to refer to this annex or this form and may require that new up-to-date documentation is obtained.

If the documentation requested by the Company is not obtained, the Client accepts that the Company applies the presumption and Know Your Customer rules by default, which may result in the account being considered an account to be reported to the United States or in potentially being subject to withholding tax (FATCA Withholding Tax) on payments from US sources to the account holder.

14.4 Common Reporting Standard (CRS)

In accordance with the Common Reporting Standard introduced into Belgian law by the Law of 16 December 2015 and with the European Directive concerning administrative cooperation in the field of taxation (DAC2), the Company is required to collect and forward certain information based on the tax residence of the account holder or, for certain entities, based on the tax residence of the natural persons that control them. As regards persons identified as having their tax residence somewhere other than in Belgium and in a CRS participant country, the Company shall, on an annual basis, send information to the Belgian authorities which shall be forwarded to the country/countries of residence for tax purposes of the person concerned. The purpose of this forwarding of information is international tax transparency with a view to the effective assessment of tax.

The Company shall disclose at least the following data for all the persons concerned: first name and surname, address of tax residence, tax identification number, date and place of birth, account number(s), balance as at 31/12, income received (dividends, interest, coupons, etc.), proceeds (gross) from the sale / disposal of financial assets.

The Client is furthermore required to inform the Company of any changes that have an impact on the information mentioned regarding his/her/its tax residence, in writing and within 30 days.

14.5 Accounts with more than one holder (joint accounts)

In the case of a joint account, for the application of taxes, levies or duties, the Company shall, as far as the applicable laws and regulations as well as its IT system allow, take account of the allocations provided for by the agreements concluded between the joint holders, or of the articles of association by which they are bound.

Joint holders are jointly required to immediately inform the Company of any changes to these agreements or articles of association, as well as of any changes in their personal situations. However, joint holders accept that, for legal, prudential or organisational reasons, the Company may only be able to proceed on the basis of allocation in equal shares or, where appropriate, by applying the least favourable regime to all the joint holders (or certain categories among them).

If the application of these rules would result in an overpayment of taxes, levies or duties by a joint holder, he/she/it shall have to undertake the steps necessary for reimbursement. If, on the other hand, these rules result in the insufficient withholding of tax, the joint holders must fulfil their tax obligations themselves and shall, where necessary, be required to indemnify the Company for any damage to it that may result from this insufficient withholding.

15. Deposits of transferable securities

15.1 Fungibility

The Client authorises the Company to subject all the transferable securities acquired by the Company on the Client's behalf or transferred to the Company by the Client to the fungibility regime, to the extent permitted by the applicable regulations. The Client therefore agrees that the Company may deposit these securities with an institution that manages a clearing or settlement system.

15.2 Property of the Client

The Client declares to the Company that the funds and financial

instruments deposited are his/her/its property. He/she/it must, where applicable, inform the Company if funds or financial instruments belong to a third party.

15.3 Credit under reserve

Transfers or remittances to a Client from an authorised custodian of the Company are only definitively acquired by the Client from when the funds or financial instruments are actually credited to the Company's account with the third party custodian, notwithstanding the prior receipt of a transfer notice or the possible posting of an entry crediting the Client's account with the Company.

15.4 Custodian risk - Collective accounts

In accordance with the applicable regulations, the Company deposits Clients' funds and financial instruments with custodians that are authorised by law and subject to specific regulations and prudential supervision in Belgium and within and outside the European Union, in particular as regards the holding and safekeeping of financial instruments on behalf of third parties.

The Client's assets shall be kept absolutely separate from the assets of other Clients and from the assets of the Company in the Company's accounting records. In addition, the Client's assets shall never be grouped with the Company's own assets held by the Custodians.

On the other hand, the depositing of the Client's financial instruments and funds by the Company in collective accounts does not permit the segregation by the custodian of the Client's financial instruments and of the financial instruments of other Clients of the Company deposited in the same collective account with the custodian.

The holding of financial instruments and funds of the Client in accounts, with third party custodians abroad where necessary, shall be subject to the local laws, regulations and practices, which may affect the level of protection of the assets in the accounts, in particular in the event of bankruptcy or administration of the third party intermediaries.

Clients' assets held outside the European Union are not covered by European law and are subject to foreign law. Therefore, the Client's assets are subject to the deposit guarantee and the investor compensation scheme provided for by the foreign law, provided that such a scheme has been implemented in the context of that legislation. The Client may make a written request to the Company to provide him/her/it with more specific information on the foreign deposit guarantee and compensation scheme.

The Company selects third party custodians with prudence, care and diligence. The Company may not be held liable for damage relating to shortcomings on the part of those third parties.

Third party custodians might also claim a security interest, lien or right of compensation on the financial instruments and funds deposited.

The Company informs the Client that the authorised custodians selected by it may deposit the Client's financial instruments and funds with other entities (sub-custodians) in accordance with selection criteria that do not necessarily match those of the Company.

The Company accepts no liability in the event of the loss or non-restitution of financial instruments and funds due to an action or a failure on the part of third party custodians or in the event of administration or insolvency of the latter. In the event that identical financial instruments and funds held for the Company in a collective account are returned to the Company in insufficient number to meet the restitution requests of its Clients, the Company is entitled to reduce its Clients' claims, in proportion to the financial instruments and funds returned by the third party.

In the event of the bankruptcy of one of its Custodians, the Company's liability as regards the reimbursement of the Client's assets is limited to the assets that it actually receives from the Custodian. In the event of partial reimbursement by the Custodian of assets belonging to the Company's Clients, the Company shall reimburse the assets to each Client in proportion to its share of the assets in the collective account.

In the event of the bankruptcy of one of its Custodians, the Company is authorised to disclose the Client's identity to the Custodian as well as, where appropriate, the proportion of the Client's assets held in this account, in order for the Client to be able to benefit from any deposit guarantee scheme the Custodian may have, without prejudice to any investor compensation scheme that may subsequently be created and that the Company and/or the Custodians may join.

A list of the Custodians with which the Company has opened collective accounts shall be provided to the Client on request.

15.5 Clause applicable to Clients that opened their account with another financial institution

The Client's assets shall be deposited with a custodian selected or approved by the Client, provided that the custodian is subject to official supervision. The Client shall, under his/her/its own responsibility, communicate the name and number of the account opened with the selected or approved custodian.

16. Exercise of voting rights associated with the financial instruments deposited with the Company and transmission of information

16.1 In general

Under the European SRD II Directive aimed at strengthening the rights of shareholders, the Company applies the following principles in connection with its Engagement Policy:

1. The Company shall transmit to the Client concerned – unless otherwise agreed – information or notices of meetings of shareholders relating to shares with voting rights for general meetings of companies with their registered office in a Member State of the European Union and whose shares are traded on a regulated market located or operating in a Member State of the European Union.

2. The Company may validly rely on publications provided to it.

3. The Company shall not transmit information, powers of attorney or notices relating to meetings of shareholders outside the scope of application of the provisions of this article.

4. The Client acknowledges that the Company may be required to transmit the Client's personal data to the issuing companies, their agents or to other intermediaries in the chain of custody of the securities concerned, in accordance with applicable laws and regulations. The purpose of such transmission of information is to enable the companies to identify their shareholders in order to be able to communicate with them in connection with the exercise of their rights.

16.2 Limitations concerning Clients that have signed a discretionary management mandate with the Company

The Company shall not send any information or notifications relating to general meetings and associated rights (in particular voting rights) concerning financial instruments held by the Client where the Client has signed a discretionary management mandate with the Company, thereby delegating the exercise of its rights to the manager. The Company reserves the right to exercise or not exercise the voting rights of Clients under management in compliance with the Engagement Policy and the Conflict of Interests Policy of the Company.

17. Operations involving financial instruments

The Company is entitled to refuse orders without being required to justify its refusal.

When the Company receives several orders from the Client the total amount of which exceeds the amount of the Client's assets, the Company executes them in the order of their arrival and until the assets available in the account are exhausted, unless the type of order or the prevailing market conditions make the operation impossible or unless it is in the Client's interest to do otherwise.

When it has not been possible to immediately execute a trigger point order on shares forwarded by the Client in the prevailing market conditions, it is agreed that the Client authorises the Company to dispense the custodian bank from making that order public immediately in order to facilitate its execution.

Depending on the account balance, the Company may, at its discretion and at any time, defer the execution of new transactions given by the Client if it considers that those transactions are likely to compromise the solvency of the Client's account.

If all the assets in the account are insufficient in terms of collateral security to cover the Client's current, future or potential commitments, the Client may require the establishment of and/or supplementary collateral security that exceeds the value of the assets in the account. The Client undertakes to settle any difference owed to the Company on the value date in the event that the assets in the account are insufficient to establish the above-mentioned contractual and/or regulatory coverage. In the event that the assets in the account are insufficient to cover the Client's position and/or in the event that he/she/it has not provided or supplemented the necessary collateral security within a timeframe determined by the Company, the latter may settle the commitments, fully or in part, at the Client's expense and risk. Unless otherwise stipulated, the Company's obligation to execute the Client's orders ceases at the end of the calendar month in which the order was given. It may execute the Client's order in one or more steps depending on market conditions, except if the method of execution is established otherwise in agreement with the Client. All orders shall be executed at the market prices applicable at the time except if the Client has expressly imposed price limits on the Company. The execution of purchase, sale or option orders is subject to the usual brokerage and fees.

In principle, the Company does not execute Client orders or transactions on its own account by grouping them together with orders from other Clients. The Client acknowledges that, although it is very unlikely that the grouping together of orders and operations may be detrimental overall to one of the Clients the orders of which are grouped together, grouping may adversely affect him/her/it in the context of a specific order. An order allocation policy has been put in place and is applied in accordance with current regulations. It provides for the equitable allocation of grouped orders and transactions, in particular the manner in which the volume and the price of orders determine the allocations, and the handling of partial executions.

18. Foreign currencies

Investments in financial instruments and currencies are subject to market fluctuations, and while the Client may realise gains, he/she/it may also incur losses. The Client is required to only make investments with which he/she/it is familiar and that are in line with his/her/its financial capacity.

Operations processed abroad are settled in EURO or in another currency.

Clients' assets in foreign currencies are held with correspondents established either in the country in which the currency in question originates, or in another country. The Client bears the economic and legal consequences that could affect its assets with a given correspondent or in the country of the currency, or in the country where the funds are invested, as a result of meas-

ures taken by the correspondent's country, or by third countries, and as a result of force majeure events, insurrection or war, or other acts beyond the Company's control that affect the position of the correspondent and of the Company.

The Company fulfils its obligations in the currency in which the account is denominated. The Client may not require the return of assets in a currency other than the one in which these assets are denominated. In the event of the unavailability of the currency concerned, the Company may, but shall never be required, to return the funds in the corresponding amount in national currency, with any foreign exchange or other losses being borne by the Client.

19. Precious metals

The Company may execute any orders for the purchase, sale and transfer of precious metals.

The Company reserves the right to determine the settlement method for the operations. Settlement takes place on the basis of market prices taking into account all fees, taxes, brokerage, disbursements or other costs.

The physical delivery of the metals, provided that it is possible, takes place in the custodian banks, with all costs paid by the Client.

If the Client requires that delivery take place in another location, he/she/it does so at his/her/its own risk, as well as at his/her/its own expense. The Client must notify the Company at least five working days prior to delivery. Arrangements are made by the Company at its discretion.

20. Legal incapacity, death

In the event of the death of the Client or of legal incapacity, the Company must be immediately notified of this in writing by the beneficiaries, agents and joint holders. If no such notification is provided, the Company may not be held liable for acts of administration or disposal carried out by the joint holders or agents of the deceased after his/her death or of the person affected by legal incapacity. Heirs or guardians must provide proof of their capacity to the Company.

The Company may only release the assets of its Client's estate after having fulfilled its legal obligations.

When it becomes aware of the death of a Client or of his/her spouse, the Company is entitled to require the production of a notarial deed or a certificate of inheritance establishing the devolution of the estate, as well as of any documents that it deems necessary. These documents are carefully verified by the Company. However, it may only be held liable for any fraud or gross negligence on its part in the examination of their authenticity, validity, translation or interpretation, especially when the documents have been drawn up in a foreign country.

The Client acknowledges and accepts that when his/her estate is liquidated information on his/her accounts and the operations that he/she carried out may be disclosed by the Company to the notary responsible for organising the devolution of the estate or to the authorities, in particular to the tax authorities. The Company may comply with any requests for information from a beneficiary or a universal legatee and charge the related costs to the estate or to the enquiring party.

Unless there is an instruction from all the deceased's beneficiaries, the Company makes the correspondence in the deceased's name available to them, the notary responsible for the estate or any person mandated by all of the beneficiaries.

21. Liability

21.1 Unless otherwise provided by law or contractually, the Company is only liable in the event of gross or intentional negligence committed in the performance of its professional activities.

In this context, in the event of non-execution or late execution that is the sole responsibility of the Company, its obligation to compensate shall be limited exclusively to the loss of interest unless (i) its attention had been expressly drawn to the risk of a more extensive damage and (ii) the Company had provided a written guarantee of the execution of the order within the specified timeframe.

21.2 The Company is not liable for the damage caused by the disorganisation or by the total or partial interruption of the services provided by the Company, the Custodians or one of its national or international correspondents resulting from cases of force majeure or other extraordinary events, in particular a strike, a riot, an act of war, a fire, etc. The same rule applies to the damage caused as a result of criminal acts committed against the Company, the interruption of telecommunication lines or any other similar event.

21.3 When, in accordance with the General Terms and Conditions or any other agreement with the Client, the Company makes use of third parties in the performance of its activities, its liability, unless otherwise provided by law or contractually, is limited to any fraud or gross negligence on its part in the selection of those third parties. The Company shall not under any circumstances be liable for the actions or failures of those third parties.

21.4 The Company's liability towards the Client may not under any circumstances give rise to compensation for indirect damage of a financial, commercial or other nature not directly resulting from fraud or gross negligence on its part, such as in particular loss of income, increased overhead costs, disruption of scheduling, loss of profit, deterioration of reputation, loss

of clients or failure to achieve expected savings, even if the Company was informed in advance of the possible occurrence of such damage.

21.5 If the Client suffers damage or it can be expected that he/she/it shall suffer damage, he/she/it must make every reasonable effort to avoid and limit the damage as well as any additional damage.

21.6 The Company is not bound by any obligations relating to the management of the Client's assets other than those exhaustively set out in these General Terms and Conditions and in specific agreements. In particular, it has no obligation to inform the Client about imminent price fluctuations on the value of assets entrusted to its management or about circumstances that may adversely impact or threaten the value of those assets.

21.7 Without prejudice to the transmission of information by the Company to the Client within the framework of the SRD II Directive, a Client that has not signed a management mandate with the Company is required to monitor himself/herself/itself any corporate actions relating to securities that he/she/it has in his/her/its portfolio with the Company. With respect to corporate actions, unless there are specific and timely instructions from the Client, all actions shall be settled in cash or as indicated by the Company's correspondent in such case

Unless otherwise specifically agreed with the Client, the Company shall not exercise a right to vote.

21.8 The Company shall have no responsibility for monitoring or for providing information to the Client regarding the recovery of taxes or withholding tax relating to the income from financial instruments in the Client's portfolio.

21.9 The Client is required to personally verify the information provided by the Company. This information is provided for information purposes only and the Company is only liable in the event of gross or intentional professional negligence.

21.10 The information provided by the Company, in particular on the valuation of the assets held in the account, may possibly be based on information provided by third parties. In this case, the Company does not accept any responsibility for its quality.

21.11 The Client's personal status and, in particular, his/her family or marital relationship, may not be invoked against the Company.

22. Identification and management of conflicts of interest

The Company, or a company with which it is affiliated, may have interests that conflict with the interests of the Company's Clients or with its obligations towards its Clients. These may be conflicts between the interests of the CapitalatWork group, the Company, its directors, executive directors, employees or tied agents on the one hand and the interests of the Company's Clients on the other, as well as between Clients themselves.

The Company has put in place procedures to identify and manage such conflicts. These procedures can be found in a separate document titled "Conflict of interest policy" of which the Client acknowledges having received a copy at the start of his/her/its relationship with the Company. This document is also available on the Company's website: www.capitalatwork.com.

The above-mentioned policy shall be updated regularly, in particular with respect to legislative changes made, new products and services offered by the Company and the appearance of new sources of conflict of interest.

23. Retrocessions and inducements

The Company may pay or receive monetary and non-monetary inducements from third parties, in accordance with current legal provisions. The conditions and terms for the payment and receipt of these commissions are described in the policy regarding commissions, inducements and other remunerations entitled "Inducements policy", of which the Client acknowledges having received a copy at the start of his/her/its relationship with the Company. This document is also available on the Company's website: www.capitalatwork.com.

24. Order execution rules and policy

The Company has an order execution policy set out in a separate document ("Order execution policy"), of which the Client acknowledges having received a copy at the start of his/her/its relationship with the Company, which he/she/it has read and the terms and conditions of which he/she/it accepts. This document is also available on the Company's website: www.capitalatwork.com.

If there are no specific instructions from the Client, the Company shall decide the place and manner of the execution of orders in accordance with this policy. It may also decide to execute the Client's orders outside the trading platforms (regulated market, Multilateral Trading Facility or Organised Trading Facility), which the Client accepts.

25. Account indivisibility and guarantees

25.1 Guarantees

The assets must be free of any liabilities and unencumbered. The Client may not under any circumstances pledge the assets held in the account with the Company to a third party. The Company may not under any circumstances grant guarantees on the Client's assets.

25.2 Account indivisibility agreement

The different accounts with the Company of which the Client is the holder form, unless otherwise agreed, and provided that the operating procedures and the type of account permit it, the components of a single and indivisible account. The circumstance that these components are denominated in different currencies or give rise to the same interest rate does not affect the unity of the account.

The Company may, at any time, and by simple notification enclosed with the account statements, make transfers from one component to another, from credit balance to debit balance and vice versa, or from debit balance to debit balance, in order to generate a single balance, notwithstanding the existence of any insolvency, seizure or administration proceedings.

25.3 Offsetting - netting

The Company is authorised, without the provision of formal notice or a prior court decision, to at any time offset all the debts owed to it by the Client, whether due or not and irrespective of their origin, against all the debts owed by it to the Client, whether due or not and irrespective of their origin, notwithstanding any disposals, seizures or any other acts of alienation or disposal of the rights covered by the offsetting.

The Company shall confirm the operation to the Client by simple notification enclosed with the account statements. The offsetting shall be legally enforceable notwithstanding any insolvency, seizure or administration proceedings.

25.4 Pledging

25.4.1 Of the cash held in the account

All the amounts held in the Client's accounts are pledged to the Company by way of guarantee of the fulfilment of both the Client's current and future obligations of any kind towards the Company.

In the event that the Client fails to fulfil one of his/her/its obligations, the Company is authorised, by simple notification, without the provision of formal notice or a prior court decision, to liquidate the pledge established in this way on the amounts held in the account by applying them, in accordance with Article 1254 of the Civil Code, to its claim in respect of the principal, interest and costs, notwithstanding any insolvency, seizure or administration proceedings.

25.4.2 Of financial instruments

All the financial instruments that are entrusted to the Company by the Client or on his/her/its behalf for any reason whatsoever, even if they are placed in a safety deposit box, are pledged to the Company, by way of guarantee of the fulfilment of both the Client's current and future obligations of any kind towards the Company. In the event that the Client fails to fulfil one of his/her/its obligations, the Company is authorised, by simple notification, without the provision of formal notice or a prior court decision, to liquidate or appropriate the financial instruments committed, notwithstanding any insolvency, seizure or administration proceedings.

In the event of appropriation, the financial instruments given as a guarantee shall be valued in good faith, on the day of the appropriation, based on market prices on that date, by the Company.

As regards the shares representing the capital of non-listed companies, their value shall be equal to the intrinsic value of the non-listed company concerned determined in good faith and in accordance with good practice by the Company divided by the number of shares representing the capital of the company concerned. The proceeds of the liquidation of the financial instruments committed or the amount resulting from their valuation in the case of appropriation shall be applied, in accordance with Article 1254 of the Civil Code, to its claim in respect of the principal, interest and costs. The Company is furthermore authorised to use the financial instruments committed in any way whatsoever. On the date on which the secured debt is payable, the Company shall, at its discretion, either substitute equivalent financial instruments, or apply the value, calculated in accordance with the previous paragraph, to its claim in respect of the principal, interest and costs.

25.4.3 Of claims of any kind

All claims of any kind, other than those mentioned in point 1 of this article, which the Client holds against the Company or a third party, are also pledged by way of guarantee of the fulfilment of both the Client's current and future obligations of any kind towards the Company.

25.4.4 Of commercial instruments and assets that are represented by commercial instruments or any assets whatsoever, including cash placed in a safety deposit box

All the commercial instruments and assets that are represented by commercial instruments that are entrusted to the Company by the Client or on his/her/its behalf for any reason whatsoever, even if they are placed in a safety deposit box, are pledged by way of guarantee of the fulfilment of both the Client's current and future obligations of any kind towards the Company.

Commercial instruments and the assets represented by them shall, for the purposes of the current pledge, be placed in the possession, or deemed to be placed as a pledge in the possession, of the Company or of a third party agreed between the parties.

In general, for all the pledges mentioned above, the Company may request that Client provide it with all the documents it requires to be able, where necessary, to ensure or invoke the existence, implementation or enforceability of the pledge or transfer. The Client undertakes to sign all the documents and deeds required for this purpose.

The Company is also authorised, but not required, to have each pledge separately confirmed by the Client.

26. Subcontracting

Within the framework of its activities and services, the Company outsources certain tasks (including, but not limited to, IT, IT security, data protection, risk management, communication and marketing, back office, client administration) to entities of the Foyer group or to third parties located within the Grand Duchy of Luxembourg, Belgium, Ireland, any other country of the European Union or outside the European Union, which the Client accepts. This is part and parcel of the Company's ongoing search for improved service quality and customer satisfaction. The information provided includes all data collected or established by the Company at the time of entering into the relationship and throughout the relationship with the Client, including, but not limited to, personal identification data such as - with regard to natural persons, their surname, first name(s)( ), address, date and place of birth, nationality, and - with regard to legal entities, the company name, registered office, legal form, trade and company register number, nationality, and with respect to all types of Clients, data relating to their representatives, agents and beneficial owners, and their contact data such as their telephone number and e-mail address, as well as all financial information, including their assets (and the origin of these assets), their transactions, their investor profile, etc. The Company takes every measure to ensure that it complies with the laws and regulations in force, in particular those concerning subcontracting, the protection of professional secrecy and the protection of personal data.

27. Changes

The Company may make changes to its General Terms and Conditions and rates.

The changes are to be communicated to the Client on a durable medium at least 30 days prior to taking effect. Such communication shall indicate to the Client in a summary manner the main provisions amended or added as well as the content of any substantial amendments. The Client may then give notice in writing, within 30 days of the communication by the Company and therefore before the date on which the amendments take effect, of his/her/its refusal to accept such changes and his/her/its decision to immediately terminate the business relationship between him/her/it and the Company, without cost and without compensation. In the absence of such notification, the Client shall be deemed to have accepted all of the amendments to the Terms and/or rates.

The new provisions shall apply to all ongoing situations at the time they take effect. As such, they shall apply to the operations ordered prior to them taking effect but executed afterwards.

28. Termination of the business relationship

The Company and the Client may, at any time and without justification, terminate their business relationship in whole or in part, by registered letter, subject to a notice period of 15 calendar days from the sending of the letter.

The Client is required to discharge the Company of any commitments undertaken on behalf or at the request of the Client. The Client may have to provide the customary bank guarantees until all of the debts are covered.

The Client must, within the two months following the termination of the contractual relationship, withdraw all of his/her/its assets with the Company or provide it with transfer instructions concerning those assets. Once this deadline has passed, the Company is entitled to liquidate all the Client's securities and to convert the Client's cash positions into a single currency.

Even after the total or partial termination of the business relationship, the General Terms and Conditions shall continue to apply for the conclusion of ongoing operations until the final settlement of accounts.

The Company may, however, terminate the relationship with immediate effect, without notice, in the following situations in particular:

- the Client is failing to comply with his/her/its contractual obligations;
- the Company considers that the Client has lost his/her/its creditworthiness or that the required guarantees have not been received in time or are insufficient;
- the Company considers that it may be incur significant liability if it continues the relationship;
- the Company considers that the Client's operation may be unethical or contrary to public policy;
- the Client is not acting in good faith.

In these situations, the Client's obligations shall be immediately due.

29. Deposit and investor guarantee

The Company is a member of the Protection Fund for Deposits and Financial Instruments established by the Law of 17 December 1998 which provides for the protection of the holders of deposits and financial instruments with brokerage companies. The Protection Fund for Deposits and Financial Instruments shall compensate certain depositors and investors in accordance with the terms provided for in its Rules of Intervention in the event of default by the Company. The compensation granted is up to a maximum amount of 100,000 euros for the protection of deposits and a maximum amount of 20,000 euros for the protection of financial instruments. These amounts can be combined for the same person. Further information can be obtained from the

Protection Fund for Deposits and Financial Instruments (www.protectionfund.be).

30. Banking secrecy

The Company is bound by banking secrecy pursuant to the Law of 5 April 1993 on the financial sector and its amendments. For this reason, the Company will provide third parties with information covered by banking secrecy solely in accordance with the legal or regulatory limits, or subject to consent or a mandate granted by the Client expressly or tacitly for this purpose as permitted by these terms and conditions or separately. Within certain jurisdictions, the provisions applicable to transactions involving financial instruments and related rights require that the identity of the holders or direct or indirect beneficial owners of these instruments be disclosed. Failure to comply with these obligations may result in the freezing of the financial assets (i.e. the possibility that voting rights are not exercised, the loss of dividends or other rights, the inability to sell the financial instruments or to carry out any other acts of alienation). The Client expressly authorises the Company to disclose, at its discretion and without delay or obligation to obtain prior consent from the Client, the identity of the Client and/or of the beneficial owner as well as the nature of his/her/its/their assets or financial instruments and related rights if the national or foreign rules of the market in which the Company is acting on the Client's behalf/in his name require the disclosure of the identity and assets of the Client and/or of the beneficial owner that holds or possesses the instruments. The Company many not be held liable for any damage incurred by the Client as a result of the disclosure of his/her/its identity and assets.

31. Protection of personal data

When providing its services, the Company processes personal data relating to its Clients and their beneficial owners where applicable. The processing of this personal data is carried out in accordance with the European General Data Protection Regulation (GDPR) and other local privacy and personal data protection laws.

The "Privacy Charter" provided to them at the same time as these general terms and conditions includes more detailed information on the processing of personal data by the Company and can be consulted at any time on the Company's website: www.capitalatwork.com

32. Miscellaneous provisions

Even in the event of the total or partial cessation of the business relationship, the General Terms and Conditions remain applicable for the execution of ongoing transactions until the final settlement of the transactions and accounts, and until the reimbursement of the Client's assets.

The Client acknowledges the Company's right to reimburse him/her/it with securities of an identical type and quantity, but the numbers of which may not necessarily match.

The total or partial illegality or inapplicability of one or more clauses in these General Terms and Conditions does not affect the applicability of the other clauses and terms and conditions agreed.

33. Right of withdrawal in the event that a contract is concluded away from the Company's business premises

In the case of a contract concluded away from the business premises mentioned in Article I.8, 31 of Book I of the Code of Economic Law and governed by Book VI (Market Practices and Consumer Protection) of the same Code, the Client has 14 days to cancel the contract negotiated away from the business premises without giving any reason, at no cost and with immediate effect. The withdrawal period expires 14 days after the date on which the contract was concluded. The Client is referred to the following form template to exercise his/her/its right of withdrawal:

WITHDRAWAL FORM TEMPLATE. "You have the right to withdraw from this contract without giving any reason for a period of fourteen days. The withdrawal period expires 14 days after the date on which the contract was concluded. To exercise your right of withdrawal, you must inform CapitalatWork of your decision to withdraw from this contract by means of a clearly-worded statement (e.g. letter sent by post, fax or email). You may use the withdrawal form template the text of which is mentioned below, but this is not mandatory. For the withdrawal period to be complied with, you simply have to send your notification relating to the exercise of your right of withdrawal prior to the expiration of the withdrawal period. In the event that you withdraw from this contract, we shall, where appropriate, reimburse to you all the payments received from you, including delivery costs, without excessive delay and, in any case, no later than fourteen days from the date on which we are informed of your decision to withdraw from this contract. We shall reimburse you using the same method of payment that you used for the original transaction, unless you expressly agree a different method. In any case, this reimbursement shall be at no cost to you."

The Client may provide a clearly-worded statement in which he/she/it declares he/she/it is withdrawing from the Contract, or else use the following form template: "For the attention of CapitalatWork (by post to the address of the CapitalatWork Client Secretariat, avenue de la Couronne 153, 1050 Brussels; by fax to [+32 2 673 55 99] or by email to [info@capitalatwork.be]): I/we hereby notify you that I/we am/are withdrawing from my/our financial planning contract (or other contract to be specified). This contract was concluded on [date]. [Name/Names of the Client, address of the Client, signature of the Client (only when this form is presented on paper) followed by the date]".

34. Complaints

The Client may send any complaints in writing for the attention of the Complaints department or of the management of the Company to the following address: CapitalatWork Foyer Group SA - Management ,12 rue Léon Laval L – 3372 Leudelange or by email to [complaints.lu@capitalatwork.com]. The Complaints department or the management shall confirm and process the receipt of the complaint in writing or electronically, depending on the manner in which the Client sent his/her/its complaint.

If the Client considers the above-mentioned handling of complaints to be inadequate, he/she/it may submit his/her/its complaint to the CSSF (Financial Sector Supervisory Commission) within a maximum period of one year from the date on which he introduced his claim with the Company.

The procedure for the handling of client complaints is available on the Company's website: www.capitalatwork.com.

35. Applicable law and jurisdiction

The relationship between the Company and the Client is governed by Luxembourg law.

Subject to other mandatory provisions to the contrary, the courts of the judicial district where the Company's headquarters are located shall have exclusive jurisdiction, except if the Company chooses to bring the dispute before the courts where the Client is domiciled.

36. Final provision

The Client declares having read and accepted the General Terms and Conditions contained in this document.

capital at work
Wealth Management Foyer Group

Antwerp

Capitalat**Work** nv/sa
Léon Stynenstraat 75
2000 Antwerpen
Belgium
T. + 32 3 287 38 40
F. + 32 3 239 76 48
info@capitalatwork.be

Courtray

Capitalat**Work** nv/sa
Doorniksesteenweg 61
8500 Kortrijk
Belgium
T. + 32 56 23 95 40
F. + 32 56 23 95 49
info@capitalatwork.be

Luxembourg

Capitalat**Work** Foyer Group sa
Rue Léon Laval 12
3372 Leudelange
Grand-Duché de Luxembourg
T. + 352 437 43 6000
F. + 352 31 41 60
info@capitalatwork.lu

Breda

Capitalat**Work** nv/sa
Bijster 16
4817 HX Breda
The Netherlands
T. + 31 76 523 70 50
F. + 31 76 523 70 51
info@capitalatwork.nl

Ghent

Capitalat**Work** nv/sa
Soenenspark 58/101
9051 Sint-Denijs-Westrem
Belgium
T. + 32 9 321 73 40
F. + 32 9 221 09 04
info@capitalatwork.be

Brussels

Capitalat**Work** nv/sa
Avenue de la Couronne 153
1050 Brussels
Belgium
T. + 32 2 673 77 11
F. + 32 2 673 55 99
info@capitalatwork.be

Louvain-la-Neuve

Capitalat**Work** sa
Axisparc
Rue Fond Cattelain 5
1435 Mont-Saint-Guibert
Belgium
T. + 32 10 23 74 00
info@capitalatwork.be

www.capitalatwork.com