I. Information about our company and our services

In accordance with Securities Supervision Act 2018 ("WAG 2018") of Austria in conj. with the Delegated Regulation (EU) 2017/565 of 25 April 2016 ("DelREG") we would like to inform you about our company and the investment services provided by us.

1. THE COMPANY

SMN Investment Services GmbH ("SMN")
Rotenturmstrasse 16-18
1010 Vienna, Austria

Contact

P: +43 1 513 25 51
F: +43 1 513 79 41
E: office@smn.at

Registration

Registered office:	Vienna
Company Register:	Commercial Court Vienna, FN142115v
VAT ID:	ATU40143705
EORI No.:	ATEOS1000014617
LEI/GEI:	529900Y0K4SK3SFA8132
FATCA:	Certified deemed-compliant FFI

Licensed as an external Alternative Investment Fund Manager ("AIFM") pursuant to Art. 4 (1) of the Austrian Alternative Investment Fund Manager Act ("AIFMG") incl. the allowance to manage individual portfolios (Art. 4 (4) 1 AIFMG) and to provide ancillary investment advisory (Art. 4 (4) 2 lit a AIFMG) as well as reception and transmission of orders in relation to one or more financial instruments (Art. 4 (4) 2 lit c AIFMG).

Supervisory Authority

Austrian Financial Market Authority (FMA)
Otto-Wagner-Platz 5
1090 Vienna, Austria
www.fma.gv.at

SMN is available as a contact point for communication with the competent authorities in connection with the marketing of alternative investment funds ("AIF") to private customers.

Contact/Communication

You can get in contact with us via the above mentioned contact details. Orders placed for subscriptions or redemptions of financial instruments with SMN are only possible in writing by post, fax or e-mail.

Languages

We speak the following languages:

- German
- English

Record keeping

To fulfil its record keeping duties acc. Art 33 WAG 2018 SMN in conj. with Art. 76 DelREG SMN has implemented a comprehensive policy. It is to be noted that SMN at no time accepts telephone orders from clients regarding its ancillary service 'reception and transmission of orders'. Any other kind of electronic communication will be recorded by SMN and made available to customers for a period of 5 year upon request (as long as the FMA doesn't extend this period to 7 years).

Hyperlinks

Hyperlinks to external webpages, other than the one controlled by SMN, will not be reviewed or supervised by SMN. Furthermore, SMN does not have any influence on the content of such webpages. No liability can be accepted for illegal or fraudulent content of such external websites.

2. INFORMATION ABOUT OUR PRODUCTS AND THEIR RISKS

SMN provides alternative investment products or AIF. The registered office of the company is in Vienna, Austria. The company was founded in 1996 and is licensed as an Alternative Investment Fund Manager under AIFMG since 2014 by the FMA.

SMN focuses on three business areas:

- Managed Futures
- Further Systematic Investment Strategies
- Distribution of Partner Products

SMN expressly points out acc. to Art. 48 (1) lit. a) to c) WAG 2018 that whenever SMN gives advise its acts as a none independent advisor. Therefore, any underlying analysis does merely refer to in-house products (acc. to Art. 73 (7) WAG 2018) and as a consequence SMN will not provide periodical assessment of the eligibility of the financial instruments that have been recommended to the customer.

Managed Futures

The term "Managed Futures" describes the investment style of professional trading in futures contracts. Managed Futures Funds generally employ technical trading systems. These systems try to exploit benefits from early recognition of price trends in financial markets, to profit from rising or falling prices while limiting risk through strict stop loss rules. These rules are set in place to limit losses from single transactions and to let profits run as long as possible. Yet, losses cannot be excluded. Highly standardised procedures and technically sophisticated backup systems comply with industry standards.

Further Systematic Investment Strategies

Our experience with trend following models and technical trading systems is applied in a fully systematic and automated approach for further systematic investment strategies as well. These strategies are trading in global financial markets and are subject to equity market risk which may lead to considerable volatility.

Marketing of Partner Products

Besides in-house developed trading strategies SMN does also offer investment products from selected partners to cover most of our investor's requirements. The products differ with regards to investment style and investment category. Therefore the risks of these products cannot be generalised and have to be analysed on a product by product basis,

SMN may comprise in-house products pursuant to Art. 73 (7) WAG 2018 in its business activities with customers.

Risks

All product categories marketed by SMN can achieve high returns but they entail a high risk of capital loss culminating in total loss.

For general information on risk of different investment products, including hedge funds and CTAs, please see the „Risk Disclosure for Investment Services" of the Austrian Federal Chamber of Commerce ("WKO"). Risks related to each product, are described in the respective prospectus, which will be provided free of charge on request.

A client should only deal with financial instruments after being well informed about the financial instruments and their inherent risks. In addition, a client should assure himself, that the product selected is in line with the client's individual investment objective, risk appetite and the overall personal and financial situation.

3. STATEMENTS AND ORDER CONFIRMATIONS

In principle, orders in shares of investment funds are not executed by SMN itself when acting under its licensed ancillary service 'reception and transmission of orders', but transferred to the respective deposit banks. Order confirmations are sent directly from the deposit banks to customers, in special cases additionally by SMN. The order confirmation, including any information required by law, will be immediately sent by the custodian bank, not later than one banking day, upon completion of the order or after receipt of the execution confirmation of a third party, in the manner agreed to by the customer.

Upon request, the customer receives additional information on the status of the order.

4. SECURING CLIENT ASSETS

We wish to point out that SMN is not authorized to accept clients' monies or for safekeeping cash or other financial assets of clients at any time. Individual deposit banks are responsible for matters that concern the safekeeping of financial instruments or assets.

Fund shares purchased are normally secured with a fund deposit bank as selected by the customer e.g. in Luxembourg. Funds that have applied for public distribution in Austria act in strict compliance with the applicable laws and regulations.

In case of safekeeping assets in other countries foreign legal regulations and usances will be applied.

For some products, parts of the funds' assets are held as margin by a broker. In such case the regulations applicable to the business relation with the deposit bank are applied.

SMN is a shareholder of Anlegerentschädigung von Wertpapierfirmen GmbH (Lambrechtgasse 1/10, 1040 Vienna; ww.aew.at) pursuant to Austrian legal provisions. This institution covers the receivables from investors in regard to security services pursuant to Art. 73 WAG 2018 in conj. with Art. 45 (4) ESAEG[1] up to a maximum amount of EUR 20'000 per investor, if these receivables cannot be paid by the respective investment firm due to insolvency.

More details, can be found in the particular prospectus of the product which can be provided free of charge on request.

5. HANDLING OF CONFLICTS OF INTEREST AND INDUCEMENTS

Summary of our Conflicts of Interest Policy

SMN is obliged to establish, apply and maintain in writing principles (policies) for dealing with conflicts of interest in order to ensure that SMN's services are rendered in the best interest of its customers and all mutual funds managed, respectively. In doing so, size, organization, type, volume and complexity of the company and the transactions, respectively, must be taken into account.

SMN targets to maintain all its business relations on a sustainable and responsible basis. However, with regards to SMN's business fields it will not always be possible to avoid potential conflicts of interest. Therefore SMN has worked out a policy for day to day handling of conflicts of interest. Conflicts of interest identified by SMN are handled in accordance with this policy and always solved in the best entitled interest of the client / the investment fund managed (entitled client interest or the entitled collective interest of investors of the mutual funds managed always prevail over company and staff interests).

Whenever a conflict of interest, despite all organizational or administrative policies that have been set in place, cannot be avoided, SMN's top priority is to solve these conflicts of interest in the best interest of the client or disclose them vis a vis the client in an explicit manner, or if necessary abstain from such business.

For this purpose SMN has set up a Compliance Policy mandatory for all employees dealing with the relevant matters. SMN has appointed a compliance officer with authority to act without having to abide by instructions.

SMN has also defined confidentiality areas, areas of responsibility and authority to issue instructions (structured organization) in order to prevent exchange of information among persons whose activities might result in conflicts of interest. Separation of functions is to prevent to the extent possible that staff members and relevant persons execute conflicting services or incidental services simultaneously or immediately subsequently or are being involved in such services.

SMN's compliance organization is subject to ongoing internal audit.

If SMN is unable to avoid a conflict of interest, the nature of the conflict and its cause shall be disclosed to the customer before executing a transaction.

Special Notice

For this purpose, SMN draws attention to the fact that in performing the service (investment advice, investment brokerage and/or investment management) also SMN's own products or products may be employed from which the owners/directors/employees of SMN draw an (direct or indirect) advantage.

SMN points out that the owners and/or directors of SMN may or may be directly or indirectly shareholders of the funds offered and/or be members of the boards of directors of these funds and there may exist incentives to prefer certain products (i.e. in-house products pursuant to Art. 73 (7) WAG 2018).

On request your sales agent can provide further details about potential conflicts of interest or you may refer to the complete version of SMN´s Conflict of Interest Policy.

Management Fees

The funds managed by SMN do charge ongoing management fees according to internationally accepted practice. Such fees are disclosed in the respective prospectus of the funds and are used to provide an efficient high quality infrastructure for portfolio and risk management. Parts of this management fee may be shared with third parties as commission or retrocession.

Sales Commissions and Retrocessions

When providing investment advice or brokerage of financial instruments, it is market practice to grant sales incentives in form of financial allocations given by fund companies or issuers. Such allocations to SMN may include upfront fees, issuance premiums as well as ongoing volume-related trailer fees. These allocations serve for making available an efficient high quality infrastructure for purchase and sale, of financial instruments and ongoing customer service with regard to the underlying transaction.

[1] Deposits Guarantee and Investor Compensation Act of Austria

Such inducements are used to improve the quality of services performed for our clients and/or to ensure on a long term the high quality standards of the product and client service. For the products we offer, according to internationally accepted practice, cash-value benefits in form of sales commissions of up to 5% of the investment (a one-time charge for the placement of products), and retrocession's of up to 1% p.a. of the financial instruments paid by third parties to the benefit of SMN. The percentages given above may be exceeded in individual cases. SMN hereby declares that the acceptance of such inducements represents no disadvantage to its duty to act in the best interest of its clients. Upon request, SMN will gladly make further details available to you.

Management and Incentive Fees

As remuneration for its activities as investment manager of products (incl. in-house products) SMN receives a product-specific management fee of up to 4% p.a. of the particular assets under management. In this function SMN may furthermore receive an incentive fee of up to 20% of the increase in value of the particular fund at the time of the NAV calculation compared to its last High Water Mark. Details are disclosed in the prospectus of the particular product.

Monitoring the Conflict of Interest Policy

The Conflict of Interest Policy will be reviewed and amended immediately in case of necessity, however at least once a year as a result of its regular review.

Complete Version of our Conflict of Interest Policy

The complete version of SMN's Conflicts of Interest Policy can be downloaded from our website www.smn.at *(click on menu item "The Company" on top – scroll down to the heading „Corporate Governance" – and click on „Conflicts of Interest Policy.pdf" on the right margin)*, respectively a printed copy could be requested directly from SMN on request.

6. PROVISION OF RECEPTION AND TRANSMISSION OF ORDERS SERVICE

SMN provides the service of reception and transmission of orders of financial instruments in general as advisory-free brokerage transaction, unless investment advice is provided at the request of the customer prior to brokerage.

Investors may submit orders to SMN for the purchase or sale of SMN offered financial instruments (shares in investment funds, AIF) for forwarding to the executing custodian bank. Such orders may be placed in person at SMN's offices or by post, fax or e-mail during SMN's normal business hours. The cut-off times for fund shares as well as information on the payment of redemptions can be found in the sales prospectus of the respective investment fund. The corresponding subscription and redemption forms are available at SMN.

7. PORTFOLIO MANAGEMENT

SMN provides portfolio management exclusively in the form of external fund management. Information on appropriate valuation and benchmarks can be found in the relevant fund's prospectus.

8. BEST EXECUTION POLICY

Summary of our Best Execution Policy

Pursuant to Art. 63 (1) WAG 2018, an Execution Policy has to be implemented with the goal to achieve the best possible results for clients when transmitting client orders for execution by third parties.

SMN has taken precautions in order to ensure the best possible execution when processing client orders. In this context SMN has implemented a Best Execution Policy. The main principles of SMN´s Best Execution Policy can be summarised as follows.

Application of Best Execution Policy

The Best Execution Policy shall be applied when executing trading decisions for all mutual funds managed within the scope of portfolio management.

The Best Execution Policy shall not be applied for executing orders for purchase or sale of financial instruments, as passed by an eligible counter party (in accordance with the statutory provisions of the WAG 2018) for issuing and redeeming shares through the respective depository bank in connection with domestic mutual funds as well as foreign capital investment funds for which public distribution in Austria is admissible.

Client Instructions

Clients may give explicit instructions to SMN for execution of individual transactions or in general. Such instructions can result in a deviation from this Best Execution Policy and SMN may therefore not achieve the best result for the customer in the given case. In case of such explicit instructions by a client SMN acts in favour of the client and these instructions prevail the Best Execution Policy.

Relevant Criteria

In order to achieve best possible results for customers on a permanent basis, the following criteria are in particular taken into account: market price, costs, type and scope of the order, probability of execution, settlement and speed of execution.

A best possible result for a retail customer depends on the overall result achieved for the customer: purchase price (market price) plus expenses upon purchase of a financial instrument or sales proceeds (market price) minus expenses for the sale of a financial instrument.

A best possible result for a Professional customer depends on the overall result achieved for the customer: purchase price (market price) plus expenses upon purchase of a financial instrument or sales proceeds (market price) minus expenses for the sale of a financial instrument, as well as the probability of execution and settlement.

Extraordinary Circumstances

In the case of extraordinary circumstances (e.g. interruption of technical connection with particular execution locations, substantial price variations on particular execution venues, liquidity bottlenecks, etc.) SMN may be forced to deviate from the principles established in the Best Execution Policy hereunder. Nevertheless SMN will do its best to achieve best execution in the interest of customers.

Execution Venues

The selection of the execution venue depends on whether SMN executes orders in the course of providing reception and transmission services for financial instruments or in the course of portfolio management. Further details are disclosed in the complete version of the Best Execution Policy.

Periodic Checks

SMN checks its procedures on a periodic basis in order to achieve the best possible result for investors. In this regard, especially the quality of execution by the selected trading partners is checked (costs, speed and probability of execution) regularly. Identified weak points are dealt with and eliminated as early as possible. The Best Execution Policy is checked in particular with regard to up-to-dateness and efficiency, at least once each year as well as upon significant changes. If required, the Best Execution Policy will be adapted.

Complete Version of our Best Execution Policy

The complete version of SMN's Best Execution Policy can be downloaded from our website www.smn.at *(click on menu item "The Company" on top – scroll down to the heading „Corporate Governance" – and click on „Best Execution Policy.pdf" on the right margin)*, respectively a printed copy could be requested directly from SMN on request.

9. INFORMATION ON FEES AND SERVICE CHARGES

When using financial or securities services, different costs and incidental costs can arise, on the one hand for the services provided (e.g. management fees, brokerage commissions) and on the other hand at product level (e.g. the costs within a fund, such as management fees and brokerage fees). This and the effects of such costs on the return of an investment are illustrated by the following example of an investment fund:

The client invests EUR 10,000 in a fund through the service provider. For the brokerage service, the service provider receives a one-time brokerage commission of 2% (EUR 200) of the investment sum and an annual current portfolio commission of 0.5% (EUR 50), which the fund pays to the service provider from the product costs. The product costs, i.e. the costs of the fund itself, amount to 1.5% (EUR 150) annually. Under the - purely exemplary - assumption that the fund generates a positive performance of 5% (EUR 500) in both the first and second year, the following effects of the costs on the fund's return can be seen:

- Year 1: percentage: 5% - 2% - 1.5% = 1.5%.
  amount (EUR): 500 - 200 - 150 = 150
- Year 2: percentage: 5% - 1.5% = 3.5%
  amount (EUR): 500 - 150 = 350

Expenses vary depending on the product. Further details can be found in the respective marketing materials of the respective product (e.g. prospectus). In this regard SMN refers as well to the homepage of the FMA - Austrian Financial Market Authority (www.fma.gv.at) publishing commercially available fees.

10. INFORMATION ON DATA PROTECTION

Pursuant to Art. 21 (5) Financial Market Money Laundering Act ("FM-GwG") we are obliged to collect and verify personal data as part of the fulfillment of our due diligence obligations. In principle, such data shall be retained during the course of a business relationship and for a period of five years after the end of the business relationship. The relevant authority, the Financial Market Authority (FMA) may define a longer retention period.

Although there is no automated exchange of information between our company and state institutions, we would like to point out that our company is obliged to carry out a comprehensive (event-related) exchange of information with the Money Laundering Office of the Federal Criminal Police Office and the FMA.

This form of processing is done for the best possible prevention of money laundering and terrorist financing.

11. RIGHT TO WITHDRAW

According to Art. 3 Consumer Protection Act (KSchG) and Art. 70 WAG 2018

If the consumer has not made his contractual declaration either in the premises permanently used by SMN for business purposes or at a booth used by SMN for a trade fair or a market, he may withdraw from his contract application or contract. Such withdrawal may be declared until the contract is concluded or afterwards within 14 days. This period shall start with the completion of a document containing at least the name and address of SMN, the information necessary to identify the contract and information on the right to withdraw, the period of withdrawal and the procedure for the exercise of the right of withdrawal, but at the earliest with the conclusion of the contract. If the execution of such document is not made, the consumer has the right to withdraw from the contract for a period of 12 months and 14 days from the date of conclusion of the contract. When SMN issues the certificate afterwards within 12 months from the beginning of the period, the extended withdrawal period ends 14 days after the date on which the consumer receives the document. For insurance contracts, the period of withdrawal shall end no later than one month after the date of the contract conclusion. The right to withdraw also exists if SMN or a third party cooperating with SMN has brought the consumer into the premises used by SMN for its business purposes within the scope of advertising, a trip or similar event or by means of a personal, individual response on the street.

The explanation of the withdrawal is not bound to any particular form. The withdrawal period is respected when the withdrawal notice is sent within the deadline.

The consumer may also withdraw from his contract application or from the contract if SMN breaks the regulations on the collection and acceptance of orders on services (Art. 54 GewO/Trade law 1994), the search for private persons and advertising events (Art. 57 GewO 1994) or on the acceptance of orders for goods of private persons (Art. 59 GewO 1994). The regulations of paragraph 1, paragraph 3 No. 4 and 5 and paragraph 4 shall also apply to the right of withdrawal. This will apply as well for the consumer in the case of paragraph 3 No. 1 to 3.

Additional information according to WAG 2018

Is the declaration of a consumer's consent to the acquisition (a) of an assessment within the meaning of Art. 1 (1) No. 3 of the Austrian Capital Market Act (KMG) or of units (b) in domestic or foreign investment funds, domestic or foreign real estate funds or similar entities, the assets with risk sharing, Art. 3 of the Consumer Protection Act (KSchG) will apply without prejudice to the initiation of the business relationship for the purposes of the conclusion of this contract by the consumer.

According Art. 3a KSchG

The consumer may withdraw from his contract application or contract if the circumstances which the contractor has found probable in the course of the negotiations are unlikely to occur without his request for his consent, or only to a lesser extent.

The withdrawal can be declared within one week. The period shall start as soon as the consumer is aware that the above-mentioned circumstances do not occur, or only to a far lesser extent and that he has received written information on this right to withdraw. The right to withdraw expires, however, at the latest one month after the full performance of the contract by both contracting parties, in the case of banking and insurance contracts with a contract duration exceeding one year at the latest one month after the date of the contract.

II. Sustainability information acc. Regulation (EU) 2019/2088

1. PREAMBLE

Regulation (EU) 2019/2088 forms the basis for providing the following information. This regulation defines harmonized rules for so-called "financial market participants" and "financial advisors" on transparency in the inclusion of sustainability risks and the consideration of negative sustainability effects in their processes and in the provision of information on the sustainability of financial products. Due to our work as a *portfolio manager* on the one hand and as an investment advisor on the other hand, we act both as a financial market participant *(for portfolio management)* and as a financial advisor *(for investment advice)* in accordance with the aforementioned regulation. Please note that the following statements - depending on the type of service provided - include our disclosures in accordance with the aforementioned regulation for both the capacity as a financial market participant and as a financial advisor.

We endeavour to provide you with the information to be disclosed in accordance with the aforementioned regulation in a clear and understandable manner on the basis of this document. If you still have any questions or if anything is unclear, please do not hesitate to contact us:

Phone.: +43 1 513 25 51
Fax: +43 1 513 79 41
Email: office@smn.at

SMN has been a signatory to the United Nations Principles for Responsible Investment since 2019 (UNPRI; www.unpri.org).

For more details on how SMN deals with the issue of sustainability, we refer to our "ESG Whitepaper", which is available for download on the SMN website in the "The Company" section under "Corporate Governance".

2. HOW WE DAL WITH SUSTAINABILITY RISKS

Sustainability risks are events or conditions in the environmental, social or corporate governance areas with actual or potentially material negative effects on the value of investments and thus ultimately on the value of financial products *(including portfolios)*.

As a professional provider of financial services, we are of course aware of the relevance of these risks and the importance of having a clear strategy with regard to such risks.

As a **financial market participant**, we cannot include sustainability risks in our **investment decision-making processes,** as we do not make any direct investments in companies, e.g. by investing in stocks, bonds, private equity, etc., but only participate in the financial market by investing in the futures markets.

Our investment process is based on quantitative techniques, with integrated risk management systems applied to a wide range of futures markets. Trading opportunities are identified on the basis of historical price data in order to then enter into market risks, from which returns can be achieved in the event of success (= taking risk premiums). As a responsible market participant, we strive to leave only a small footprint in the markets and therefore apply the highest standards of market ethics when calibrating our trading systems. We do not use *high-frequency* trading systems (these are often accused of causing negative market movements) and we are convinced that our role as a market participant is beneficial for the market as a whole, as we continuously provide liquidity to other market participants and hence making the markets less prone to market failure. By using such trading systems based on quantitative decisions, our trading opinion often differs from that of other market participants, which in turn ensures diversity among market participants and is another important factor for market stability.

As a **financial advisor**, we can also offer products from Union Bancaire Privée (UBP) and the Scandinavian SEB Group, which implement special ESG criteria in their investment universe, as part of our investment advisory activities.

Since our activities as a financial service provider and as part of society can have significant consequences for the financial system and thus our society and our environment, we strive to act with the greatest care and without adverse effects.

3. SUSTAINABILITY COMPLIANT REMUNERATION POLICY

Our company has a remuneration policy that aims, among other things, to prevent conflicts of interest in connection with the remuneration of our employees as best as possible.

However, our remuneration policy also complies with the concept of sustainability: It does not contain any regulations that are not in line with our approach to sustainability and, in particular, with our strategy for including sustainability risks. The following is the relevant excerpt from our remuneration policy:

„We have currently not explicitly stipulated the effects of sustainability risks as part of our remuneration policy. The remuneration of employees is only partially variable, with qualitative criteria being the focus of the assessment. However, the sustainability risks of the investment do not have a positive or negative impact on the remuneration. The remuneration policy does not create any incentives to use, place or keep investment products that do not correspond to the client's investment strategy. As a result, our remuneration structure does not encourage an excessive willingness to take risks with regard to the brokerage of investment products with high sustainability risks.".

4. ADVERSE SUSTAINABILITY IMPACT

In accordance with Art. 4 of Regulation (EU) 2019/2088, we have decided not to consider negative effects of investment decisions on sustainability factors, both in the context of our portfolio management and in the context of our investment advice (with the exception of certain products from our international product partners). Regardless of this, the topic of sustainability is very important to us and sustainability factors such as environmental, social and employee issues, respect for human rights and the fight against corruption and bribery are important to us.

Due to the fact mentioned under point 2 above, that investments in futures markets do not represent a company participation, SMN, as a **financial market participant**, cannot check for ESG risks (climate risks, environmental, social, etc.). Nor can the impact of sustainability risks on these markets be assessed.

This applies to our work as **financial advisor** as well as to the products we manage and sell as financial market participants.

5. LEGAL NOTICE

Although we endeavour to use this document to inform you to the best of our knowledge and belief, in accordance with Regulation (EU) 2019/2088, we must nevertheless point out that we do not accept any liability or guarantee for the information contained in this document can.

III. Data Protection Notice acc. to Art 13 und 14 GDPR

This notice provides you with information on how SMN Investment Services GmbH, Rotenturmstraße 16-18, 1010 Wien, ("we") will process your personal data.

1. PROCESSED DATA CATEGORIES

We process the personal data that we receive from you as part of the business relationship. We also process data that we have legitimately received from from publicly available sources (e.g. commercial register, register of associations, land register).

Personal data includes your master data (name, address, information on the trustor including his name and address if applicable), your personal details (date and place of birth, nationality, marital status, e-mail, phone, information whether a person is a politically exposed person, profession, employer, industry, etc.), identification documents (e.g. ID number) and bank data (bank name, account holder, IBAN, BIC). In addition, this may include order data (e.g. amount or number of shares), data from the fulfillment of our contractual obligation (e.g. accounting details and commissions), advertising data, information about your financial status (e.g. number of transactions made or financial wealth) as well as consulting records.

2. PURPOSES FOR WHICH WE PROCESS YOUR DATA

We will process your personal data set out in Point 1 above for the following purposes:

a) To enter into a lasting business relationship;
b) To fulfil the consulting agreement;
c) To transfer your orders;
d) To send you the performance report;
e) Advertising purposes.

In the context of the business relationship with us, you must provide personal data which is necessary to establish and maintain the business relationship, as well as for the performance of your orders. If you don't provide this information to us, in principle we have to reject the conclusion of the contract or the transmission of the order or we will not be able to fulfil an existing contract any longer and we must consequently terminate it. However, you are not obliged to grant consent for data processing regarding data that is not relevant or not required legally and/or in regulatory terms for fulfilling the contract. This is particularly true for the processing of your personal data for advertising purposes, such as the mailing of the performance report.

3. LEGAL BASIS OF THE PROCESSING

We process the following categories of your personal data for the purpose of Point 2 a), b) and c) above solely on the basis of the fulfillment of contractual obligations according to Article 6 (1) (b) of the General Data Protection Regulation ("GDPR"): master data (name, address, information on the trustor including his name and address if applicable), your personal details (date and place of birth, nationality, marital status, e-mail, phone, information whether a person is a politically exposed person, profession, employer, industry, source of wealth, identification documents (type of document, ID number, issuing authority, validity date), intended investment, and bank data (bank name, account holder, IBAN, BIC), client categorization according to MiFID, change of client categorization – if applicable, knowledge and experiance with investment services, advisory or execution only business, approval to receive electronic communication and updating of client documentation. In case of client advisory additional knowledge and experience to conduct a suitability test acc. Article 56 WAG in conjunction with Article 54 ff DelVO is requested (education level, personal transaction behaviour with specific classes of financial instruments), details about financial circumstances (monthly net income, self-emloyed and/or employed, financial wealth, financial obligations, intended share of the investment on total assets), details about purpose and objectives of investment (investment horizon, profit target, investment purpose, risk profile and transaction behavior), the result of the appropriateness / suitability test and the notice of risk disclosure.

We process the following categories of your personal data on the basis of your consent according to Article 6 (1) (a) GDPR which is to achieve the purposes d set out under Point 2 above: name, e-mail, Fax or postal address.

We process the following categories of your personal data on the basis of our prevailing legitimate interest (Article 6 (1) (f) GDPR) which is to achieve the purposes set out under Point 2 a), b) and c) above: industry, (intended) investment, bank data for redemption proceeds.

4. TRANSFER OF YOUR PERSONAL DATA

For the purposes set out above, we will transfer your personal data to the following recipients:

- IT service providers that we use;
- custodians and central administration agencies of investment funds.

All data processors are contractually obliged to treat your data confidentially and to process your data only for the purposes of the fulfillment of the contract.

5. RETENTION PERIODS

As far as it is necessary, we process your personal data for the duration of the entire business relationship (from the initiation, performance until the termination of a contract) and furthermore, we process your personal data for as long as there are statutory retention obligations (which result from the Austrian Commercial Code (UGB), the Federal Fiscal Code (BAO), the Financial Market Money Laundering Act (FM-GwG), Alternative Investment Fund Manager Act (AIFMG) and the Securities Supervision Act (WAG) or potential legal claims are not yet time-barred.

6. YOUR RIGHTS IN CONNECTION WITH YOUR PERSONAL DATA

Under applicable law, you have, among others, the rights (under the conditions set out in applicable law): (i) to check whether and what kind of personal data we hold about you and to request copies of such data, (ii) to request correction, supplementation or deletion of your personal data that is inaccurate or processed in non-compliance with applicable requirements, and (iii) to request us to restrict the processing of your personal data, (iv) in certain circumstances, to object for legitimate reasons to the processing of your personal data or to revoke consent previously granted for the processing, (v) to request data portability, (vi) to know the identities of third parties to which your personal data are transferred, and (vii) to lodge a complaint with the competent authority (www.dsb.gv.at).

7. OUR CONTACT DETAILS

Please address your requests or questions concerning the processing of your personal data to:

SMN Investment Services GmbH
Rotenturmstraße 16-18
1010 Wien
office@smn.at

IV. General Terms and Conditions

1. Liability

SMN liability is limited to willful intent and blatant gross negligence only. In case of simple gross negligence and slight acts of negligence, SMN is not liable. SMN is liable to consumers pursuant to the Austrian Consumer Protection Act (KSchG) only in cases of deliberate intent and gross negligence. In cases of slight negligence, SMN is not liable.

2. Governing Law

Austrian law shall apply.

3. Investor Rights

SMN assists in handling information on the exercise of investor rights.

4. Complaints

Complaints may be filed with SMN verbal or in writing. In case the appellant is a consumer as laid down in KSchG, it is possible (acc. Art. 26 (5) DelREG) to transfer a complaint to the competent body for alternative dispute resolution. Further details will be disclosed by SMN in a standard form when filing a complaint.

5. Jurisdiction

The jurisdiction for all disputes arising out of this agreement is exclusively the competent court in Vienna, as long as the contractual partner is considered a business pursuant to the Consumer Protection Act or at time of conclusion of this contract resides, is domiciled, has its place of employment in the district of this court. SMN however reserves the right to submit legal actions to the competent court at the place of residence/professional address of its contractual partner.

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Attachment: "Risk Disclosure for Investment Services" by WKO

The attachment can be downloaded via the AIFM's webpage www.smn.at (click on menu item "The company" and scroll down until you reach the section "Corporate Governance" and then click please on right side on "Risik_Disclosure_WKO_Investment_Services.pdf")