Julius Bär

ADVISORY-FREE BUSINESS

Information for consumers pursuant to the Law of 8 March 2023 on the accessibility for products and services, as amended

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With this information Bank Julius Baer Europe S.A. (the "Bank", "we", "our") meet the requirements of section 15 (2) of the Luxembourg Law of 8 March 2023 on the accessibility for products and services, as amended (the "Accessibility Act"). This law is transposing Directive (EU) 2019/882 of the European Parliament and of the Council of 17 April 2019 on the accessibility requirements for products and services into Luxembourg law. The Accessibility Act aims to ensure accessibility of products and services offered by companies. This means that companies must enable all consumers to access the products and services offered. The goal is to ensure that all consumers can equally participate in society.

Please note: This information is intended to explain our advisory-free service in a clear manner. It is not legally binding. Only your contract documents are legally binding.

This information is divided into four parts:

Part 1 contains specific information.

Here we explain the advisory-free business and our services in the advisory-free business.

Parts 2, 3 and **4** contain general information.

- Are you not satisfied with our service?

  In **Part 2** we will inform you about the options you have if you have a complaint.

- Would you like to know how we meet the requirements of the Accessibility Act with our service?

  In **Part 3** we will inform you about the accessibility features of our service.

- Do you have problems with the accessibility of our services?

  In **Part 4** we will inform you who you can contact in this case. You will find information about the responsible market surveillance authority here.

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1 EXPLANATION OF OUR SERVICES

In this part, we will explain the advisory-free business and the services associated with it. You will learn what the service includes and how it works.

1.1 What is the advisory-free business?

Advice-free business means that you decide how you want to invest your assets. Specifically, it is about how you want to invest your assets in the form of financial instruments (see 1.2). The name advice-free business says it all: If you give us an order to buy or sell financial instruments, we do not advise you beforehand. However, we check whether you can assess typical risks. To do this, we ask about your knowledge and experience. We may think that you cannot assess the risks of an order. In this case, we will warn you beforehand. However, you can insist that we carry out your order anyway.

1.2 What are financial instruments?

The term "financial instruments" is used in laws relating to banks. For example, it appears in the Luxembourg Law of 5 April 1993 on the financial sector. Financial instruments i. a. include:

- Securities, for example shares, bonds, certificates and warrants,
- Shares in investment funds
- Derivatives

1.3 How does the advisory-free business works?

For advisory-free trading in financial instruments, you need a securities account and a clearing account with the Bank. You can get the account opening application by contacting the Bank via the outlined communication channels.

A deposit is a special bank account. We store your financial instruments in your deposit. A deposit also includes a clearing account. We book all amounts of money through your clearing account. A payment account often serves as a clearing account.

If you have opened a securities account and a clearing account with us, we will ask you about your knowledge and experience with financial instruments or in the use of services with securities. For example, you will be asked to fill out a questionnaire.

You can then place orders with us to buy and sell financial instruments. You can send us your orders in various ways, e. g. in person, by telephone or via email, depending which communication channels you agreed with the Bank during the account opening.

We do not execute your purchase orders immediately. We must first check whether the financial instruments you have selected are appropriate for you. This means that we check whether you understand the typical risks of the financial instruments. We use the information about your knowledge and experience to make our assessment.

Our review may show that the financial instrument is not appropriate for you. Or you may not have given us the necessary information. In both cases, we will warn you in advance.

Before we accept your order, you will usually receive cost information from us. This contains an overview of the costs and follow-up costs that are likely to be associated with the purchase or sale of a financial instrument. The cost information may also contain information that we will receive a payment from a third party in connection with the purchase of a financial instrument. This may, for example, be a payment from a fund company. The cost information is called an ex-ante cost statement.

1.4 How are orders for the purchase and sale of financial instruments executed?

There are various ways in which your orders for the purchase and sale of financial instruments are executed: In the non-advisory business, a distinction is made between fixed-price business (see 1.4.1) and, commission business (see 1.4.2).

1 **Fixed-price transaction**
In a fixed-price transaction, you enter into a purchase agreement with us for a specific financial instrument. The price is either fixed or determinable. This means: Either the price is precisely specified (fixed) or it can be calculated according to clear criteria (determinable).

2 **Commission business**
In a commission transaction, we act in our name but for your account (at your expense) towards other market participants. These can be, for example, providers of financial instruments. If a transaction is concluded with another market participant, this will execute your order.

1.5 What happens after the execution of orders for the purchase or sale of financial instruments?

If an order of yours has been executed, you will receive a securities statement. In the securities statement you will find important information about the execution of your order. If the order could not be executed, we will inform you promptly. When you buy, we book the financial instruments into your portfolio. When you sell, we book them out.

At the same time, we book a debit or a credit to your clearing account: If you buy financial instruments, we debit the purchase price to your clearing account. If you sell financial instruments, we credit the sales proceeds to your clearing account (we may have to withhold taxes). We debit costs incurred during the purchase or sale to your clearing account.

The currency of the financial instrument may not correspond to the currency of your clearing account. In this case, we will carry out a currency conversion.

For example: The financial instrument is traded in US dollars, but your clearing account is in euros. In this case, we will convert the US dollar amount into euros. This allows us to post or debit the amount to your clearing account.

You will receive regular information about which financial instruments we hold and manage for you in your portfolio.

In addition, every year you will receive an overview from us of all the costs you actually incurred in the previous year for the non-advisory business. This cost overview is called an ex-post cost statement.

We ensure that you are credited with income from your financial instruments, such as interest or dividends. If we hold shares for you, we support you in exercising your voting rights at the general meeting of the stock corporation. All details are outlined and will be agreed in the account opening application and the Bank's General Business Conditions.

1.6 What costs do you incur in the advisory-free transaction?

When trading financial instruments without advice, various costs are incurred that you should be aware of. These include, for example, the costs for executing your orders, for custody account management or for currency conversion (see 1.5). Information on the individual costs can be found in our Schedule of Prices and Services (unless otherwise agreed).

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1.7 Is there a specific contract term? What are the termination conditions?

You conclude the deposit agreement with us for an indefinite period. You can terminate the deposit agreement at any time without providing any reasons with a notice period of one month. Further information can be gathered in the Bank's General Business Conditions.

1.8 Is there a right of withdrawal?

You can cancel the deposit contract within two weeks. However, this only applies if the contract was concluded as a distance selling transaction or as an out-of-home transaction, for example via the Internet or by telephone. You will then receive certain legal information from us. The cancellation period begins after you have concluded the contract and have received all legal information on it.

Please note: There is usually no right of withdrawal when buying or selling financial instruments.

2 YOUR OPTIONS FOR PROVIDING FEEDBACK OR FILING A COMPLAINT

We would be pleased to receive your feedback. Please address your feedback directly to your relationship manager, he is glad to be at your disposal. He is your direct contact person especially in case of further enquiries concerning advisory services, portfolio performance, transactions, banking services, pricing schedule, IT-systems etc. Many things can be solved non-bureaucratic and satisfying that way. Alternatively, if you have a complaint please address it in written form to us by using one of the following communication channels:

Bank Julius Baer Europe S.A.
Attn. Complaint Management
14, rue Edward Steichen,
L-2540 Luxembourg
E-Mail: ComplaintManagement.Lux@juliusbaer.com

Furthermore, it is your discretion to address your complaint directly for the attention of our management board. In any case, please take care to communicate the following information together with your complaint:

- The reason for your complaint or a description of the identified mistake respectively
- Your contact data (name and address as well as your account number)

We will confirm the receipt of your written complaint within a maximum of 10 business days and we will take care of an answer as fast as possible, but not later than one month. If in particular cases it takes us more than one month to respond, we will inform you about this. If your complaint is relating to payment services, the Bank will provide feedback within 15 days.

If you are not satisfied with our response, you may refer your complaint directly to the Commission de Surveillance du Secteur Financier (CSSF):

The CSSF is competent to receive complaints from customers (natural or legal persons) of the professionals subject to its supervision and to act as an intermediary in order to seek an amicable settlement of these complaints. The CSSF acts in its capacity as alternative dispute resolution ("ADR") entity, notably pursuant to the European legislation relating to the out-of-court resolution of consumer disputes that was transposed into Luxembourg law and introduced into the Consumer Code in 2016. The CSSF is registered on the list of ADR entities within the meaning of Article L. 431-1 of the Consumer Code and on the list of ADR entities established and published by the European Commission. The complaints that are sent to the CSSF are handled by its legal department: "Legal Department Consumer Protection / Financial Crime" of the CSSF. The out-of court resolution of disputes takes place on a voluntary basis and is free of charge. In order to facilitate the filing of a complaint, the CSSF publishes a complaint form on its website: https://www.cssf.lu/en/customer-complaints/. The complaint form can either be filed online or sent by mail, fax or email:

- by mail to the following address:

  Commission de Surveillance du Secteur Financier
  Département Juridique CC
  283, route d'Arlon
  L-2991 Luxembourg

- by fax using the following number:

  (+352) 26 25 1-2601

- by email to the following address:

  reclamation@cssf.lu

3 CHARACTERISTICS OF ACCESSIBILITY OF OUR SERVICES

You would like to know how we meet the requirements of the Accessibility Act with regard to our services? In this section, we will inform you about the characteristics of the accessibility of our services.

Background:

The Accessibility Act obliges us, among other things, to adhere to guidelines for accessible web content. These guidelines are intended to enable all people, especially those with disabilities, to access web content. The guidelines are based on four principles of accessibility:

- **Perceivability:** As many people as possible should be able to perceive information and IT functions. This means, that we, for example, ensure that for each image or graphic there is an alternative means of perception available, such as written text.
- **Operability:** As many people as possible should be able to use the IT functions. This means, for example, that we ensure our web content can be operated using an ordinary keyboard.
- **Understandability:** As many people as possible should be able to read and understand the web content clearly. For example, we offer our web content in simple and understandable language whenever possible
- **Robustness:** The web content must be compatible with so-called assistive technologies as far as possible. Assistive technologies include, for example, programmes for reading out or enlarging web content, but also for converting speech into text. This means, for example, that we ensure important standards for the use of assistive technologies are observed, such as the technical structure and labelling of the content.

We meet the requirements of the Accessibility Act by implementing these principles in our services.

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3.1 Accessibility of services

The following describes the characteristics of the accessibility of our services in combination with our advisory-free business:

- We can send you the account opening documents (incl. the GBC) by post or electronically as a PDF via email. Please contact your relationship manager and request that it will sent to you through your preferred communication channel.
- Additionally, we can also hand over the account opening documents (incl. the GBC) to you in person.
- For transmitting orders to buy or sell financial instruments to the Bank you either call your relationship manager or send an email, depending on which communication channel you have agreed with the Bank during the account opening process.

3.2 Accessibility of this information

The characteristics of accessibility of this information are as follows:

- We provide you with this information through various access channels, namely via a personal handover by your relationship manager or via the Bank's website (www.juliusbaer.com).
- The content of this information is written in clear language. The B2 level of the Common European Framework of Reference for languages (CEFR) is not exceeded.

Note: This does not apply to the actual service contract or the General Business Conditions (GBC) and pre-contractual information that are connected to the service contract.

- The layout of this information has a specific design, and the description of the typography used, e.g. the font, line length, line spacing and highlighting of important texts were chosen to be user-friendly.

3.3 Accessibility of documents related to our services

The characteristics of accessibility of documents related to our services (including this information) are as follows:

Documents are perceivable. This means:

- Documents have partly the format PDF-UA and/or are web-based. This format can be converted into other formats. They can be enlarged for better readability. Screen-readers can interpret the documents and read aloud the content on the screen. Therefore, the documents are available to you through several sensory channels.

4 COMPETENT MARKET SURVEILLANCE AUTHORITY

Do you have problems concerning the accessibility of our services? In this section we will inform you about who you can contact.

The competent authority in Luxembourg is called «Office de la surveillance de l'accessibilité des produits et services » (OSAPS)

OSAPS will, among other things, act as a reference point for accessibility. OSAPS will provide companies with guidelines, tools and advice to help them improve the accessibility of their products and/or services. In addition, any person can inform OSAPS of the non-compliance of a product or service.

If you have problems with our service, you can submit a complaint to the OSAPS. The OSAPS may then initiate legal measures against us. In your complaint, you can claim that we are violating a requirement of the Accessibility Act The contact details of the OSAPS are:

Surveillance authority for the accessibility of products and services (OSAPS)

13c, rue de Bitbourg
L -1273 Luxembourg-Hamm
Luxembourg
E-Mail: info@osaps.etat.lu
Phone: +352 2477-6565

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