



# **CUSTOMER INFORMATION ON SECURITIES TRANSACTIONS**

Dear Customer

Ascory Bank AG (the Bank) is delighted to welcome you as a customer. This brochure is designed to provide you with information about the Bank and our securities trading services.

We look forward to working with you and wish you every success with your securities transactions.

Yours sincerely  
Ascory Bank AG

## I. Information about Ascory Bank AG

Information about the Bank Pursuant to Section 63 (7) of the Securities Trading Act (WpHG) in conjunction with Delegated Regulation (EU) 2017/565, you are hereby provided with the information required by supervisory law about the securities services and ancillary services we offer.

This information is valid until further notice.

### 1. Name and address

Name	Ascory Bank AG
Address	Große Elbstraße 39
City, postcode, country	22767 Hamburg, Germany
Telephone	+49.40.66 86 49 0
Fax	+49.40.66 86 49 49
Email	info@Ascory.de
Website	www.ascory-bank.de

### 2. Competent supervisory authorities

Banking supervision (banking licence pursuant to Section 32 of the German Banking Act (KWG))

Federal Financial Supervisory Authority (BaFin)	
Address	Graurheindorfer Straße 108
City, postcode, country	53117 Bonn, Germany
or	P.O. Box 1253
City, postcode, country	53002 Bonn
Internet	www.bafin.de

Supervisory authority responsible for securities supervision/asset management

Federal Financial Supervisory Authority (BaFin)	
Address	Marie-Curie-Straße 24-28
City, postcode, country	60439 Frankfurt, Germany
or	P.O. Box 50 01 54
City, postcode, country	60391 Frankfurt
Internet	www.bafin.de

### 3. Means of communication and language

The languages used for this contractual relationship, communication with the customer and the placing of orders by the customer during the term of the contract are German and English. The Bank and the customer may communicate with each other in writing, by fax, by email, via the Internet (electronic trading and online banking platforms) and by telephone. If the Bank cannot be reached via one of the aforementioned means of communication when an order is placed, the customer is obliged to use another of these means of communication.

### 4. Electronic communication

As an investment services company, we are legally obliged to provide you with information in electronic form, unless you are a private customer within the meaning of the German Securities Trading Act (WpHG) and have expressed a wish to us that we provide you with the information in written form. In this case, we will provide you with the information in written form free of charge. For more information on the legal obligations regarding the recording of telephone and electronic communications, please refer to Section D.

## **5. Information about the services**

Ascory currently provides the following investment services and ancillary services:

- Custody business (Section 1 (1) sentence 2 no. 5 KWG)
- Proprietary trading (Section 32 (1a) KWG)
- Proprietary trading (Section 1 (1a) sentence 2 no. 4 KWG)
- Financial commission business (Section 1 (1) sentence 2 no. 4 KWG)

Ascory does not provide fee-based investment advice or investment advice. In the context of non-advisory business, the customer makes their investment decision independently of any personal recommendation by the bank. The bank merely assesses the appropriateness of the customer's investment decision. In doing so, the bank only checks whether the knowledge and experience stated by the customer are appropriate for the desired transaction. It does not check whether the investment is suitable for the customer's financial circumstances and investment objectives. If the customer provides no or insufficient information about their knowledge and experience, the bank cannot assess this in non-advisory business. In the case of professional customers and suitable counterparties within the meaning of the Securities Trading Act (WpHG), the bank may regularly assume that the necessary knowledge and experience are available.

## **II. Customer category**

When conducting its business activities in connection with securities and ancillary securities services, Ascory treats customers either as private customers or as professional customers within the meaning of Section 67 of the German Securities Trading Act (WpHG), unless otherwise specified. If the customer is classified as a professional customer, they will be informed of this in writing.

## **III. Information on financial services and contractual documents relating to securities trading**

Ascory generally provides its customers with information on financial instruments in the following documents:

- Special conditions for securities transactions and
- Special conditions for forward transactions and
- Terms and conditions
- General terms and conditions
- Terms and conditions for online banking
- Terms and conditions for transfer transactions
- Terms and conditions for communication with the bank
- Information sheet for depositors
- Data protection information
- Information on the international automatic exchange of information on financial accounts for tax purposes
- Terms and conditions for payments by direct debit using the SEPA Core Direct Debit Scheme
- General price/service list for standardised business customer transactions and general services
- Framework agreement for financial futures transactions, if applicable
- Appendix for foreign exchange transactions/options on foreign exchange transactions, if applicable

- Framework agreement for securities lending, if applicable
- Framework agreement for securities repurchase agreements (repos), if applicable

#### **1. Notification of services rendered**

The type, frequency and timing of notifications regarding services rendered are specified in Ascory's General Terms and Conditions or in the respective individual contract terms and conditions and can also be requested from the support team.

#### **2. Reference to prospectuses**

We would like to point out that for securities that are offered to the public, the prospectus is available from the issuer and, as a rule, on the issuer's website, and a printed version can be requested from the issuer.

#### **3. Reference to risks and price fluctuations of financial instruments**

Transactions in financial instruments are subject to specific risks due to their specific characteristics or the transactions to be carried out. The following risks in particular should be mentioned:

- Price change risk / risk of falling or rising prices of the financial instruments traded
- Credit risk (default risk or insolvency risk) of an issuer
- Possible total loss of the customer's investment, including transaction costs
- Leverage effect
- Exchange rate risk due to exchange rate fluctuations

Further information on risks can be found in the risk information/instructions in Ascory's account opening documents. The price of a financial instrument is subject to fluctuations on the financial market over which the bank has no influence. For this reason, a transaction in financial instruments cannot be revoked.

Past performance (e.g. interest, dividends) and increases in value are not an indicator of future performance or increases in value of financial instruments. Customers should only engage in securities transactions or transactions in financial instruments if they have sufficient experience and knowledge in the field of securities investment and a corresponding willingness to take risks. For (further) risks, please refer to the basic information provided by Ascory.

#### **4. Information on taxes and costs payable by the customer**

Income from transactions involving financial instruments is generally taxable. The same applies to profits from the acquisition and sale of financial instruments. Depending on the applicable tax law (domestic or foreign), capital gains tax and/or other taxes (e.g. withholding tax under US tax law) may be payable on the payment of income or proceeds from sales, which are paid to the relevant tax authority and therefore reduce the amount payable to the customer.

If you have any questions, please contact your local tax authority or your tax advisor. This applies in particular if you are liable for tax abroad. All costs that are not paid or invoiced by Ascory (e.g. for long-distance calls, postage) must be borne by you.

#### **5. Information for shareholders**

We would like to point out that, in accordance with Sections 67a (3) and 67b of the German Stock Corporation Act (AktG), we will send you notifications pursuant to Section 125 (1) AktG (documents relating to Annual General Meetings) exclusively in electronic form, where available. No postal delivery is planned. This approach takes into account the increasing importance of the internet and is in line with our efforts to achieve greater sustainability.

#### **IV. Costs and incidental costs**

Please refer to Ascory's General Price and Service List for the costs and incidental expenses incurred by Ascory. We will agree the prices for our securities business with you separately. You will receive a price overview when you open your securities account.

#### **V. Legal obligation to record telephone and electronic communications**

Due to legal requirements, Ascory is obliged to record all electronic and telephone communications that could lead to an order being placed and to store them for at least 5 years. Pursuant to Section 83 (8) of the German Securities Trading Act (WpHG), the Federal Financial Supervisory Authority (BaFin) may extend the retention period by a maximum of 2 additional years to a total of 7 years. During the retention period, you have the right to request the release of recordings. If you do not wish to receive the recording, please notify us in writing. In this case, we will not be able to conduct electronic and telephone communications with you that are subject to recording requirements (e.g. placing orders by telephone).

#### **VI. Deposit protection**

Ascory belongs to the German Banks Compensation Scheme (EdB), Postfach 110448, 10834 Berlin. For more detailed information on deposit protection, please refer to the information in the account opening documents.

#### **VII. Payment and fulfilment of the contract**

##### **1. Commencement of the execution of the respective contract**

Ascory will only commence performance of the service(s) requested by the customer after receipt of all necessary account opening documents, including the required, complete contracts completed and signed by the customer, any other necessary documents and the customer's trading capital intended for margin services at the relevant custodians used by Ascory.

##### **2. Payment of fees by the customer**

The customer's respective accounts will be debited with the fees incurred in accordance with the bank's General Price and Service List, unless otherwise specified in an individual contract.

#### **VIII. Execution principles**

In accordance with Section 82 of the German Securities Trading Act (WpHG), every investment firm must establish a "best execution policy" or general execution principles. Ascory is obliged to ensure that all necessary measures are taken to achieve the best possible result for clients when executing trading orders. Unless the customer gives the investment firm explicit instructions on which execution venue the order is to be directed to when placing the order, the rules on best execution apply in order to achieve the best possible result for the customer when executing the order. The scope of the execution principles extends to the execution of orders from private clients and professional clients () for the purpose of purchasing or selling securities or other financial instruments. Suitable counterparties are not covered by the regulations. The principles do not apply if financial instruments are held in custody at third-party banks and the order is executed as part of the forwarding process to the third-party bank. In this case, the respective execution principles of the third-party banks apply. The execution principles are reviewed regularly by the Bank. The Bank reserves the right to change the execution principles at its reasonable discretion without the customer's consent. The amended version will be published on the Bank's website at the following link four weeks after its publication on the Bank's website at the following link:

<https://www.ascory-bank.de/rechtliches/legal-compliance/> in the "Compliance" category. If the customer has detailed questions about individual points of the execution principles, Ascory will be happy to provide information upon individual request.

##### **1. General execution principles**

(1) Trading activities of the Bank

The Bank's trading activities take place in the Treasury division. Most of the financial instruments are traded over the counter (OTC), for which there is no execution or trading venue in the narrower sense. In addition, customers who maintain a securities account have the option of instructing the Bank to execute buy and sell orders in original and, where applicable, derivative financial instruments. Such orders are executed as fixed-price transactions or commission transactions.

(2) Trading venues

When selecting trading venues, the Bank considers those that are competitive in terms of price, costs, execution speed and order size.

(3) Execution via third-party banks

The Bank exclusively commissions credit institutions to execute customer orders, except in the case of OTC transactions. When selecting the above-mentioned credit institutions, the Bank pays attention to their reputation, the quality and scope of the services they offer and their applicable execution principles. In these cases, the respective execution principles of the third-party institutions apply.

(4) Collective orders

The Bank does not combine different customer orders into one order (collective order).

## **2. Execution criteria**

The main focus is not only on the best possible price, but rather on achieving the best possible result for the customer, taking into account the available resources. The best possible result is based on the total remuneration. Furthermore, the Bank is obliged to introduce processes that ensure fast, fair and immediate order execution. In doing so, it must be ensured that all customers are treated equally and that their interests do not conflict with those of the Bank.

During the order execution process, the bank takes all measures to achieve the best possible result for customer transactions. In this context, all factors that may influence the best possible result are taken into account. These are:

- the price, including any transaction costs and taxes
- the amount of transaction costs
- the impact of the order on the relevant market
- the speed of order execution
- the probability of order execution
- Type and size of the order
- Price or price developments before and during order execution
- Any other considerations relevant to the order execution and
- Fee agreements

## **3. Fixed-price transactions**

For orders within the scope of a fixed-price transaction in accordance with Section 1 (3) of the Special Terms and Conditions for Securities Transactions, the Bank shall ensure that these are executed at market conditions. In this case, the Bank and the customer are immediately obliged, in accordance with the contractual agreement, to fulfil the mutual obligations arising from and in connection with the establishment of these financial instruments. This applies accordingly if the Bank offers securities for subscription within the framework of a public or private offering.

## **4. Commission business**

In the case of commission transactions in accordance with Section 1 (2) of the Special Terms and Conditions for Securities Transactions, Ascory will currently forward the orders to other banks/securities service providers ("third parties").

Ascory selects these third parties on the basis of the following criteria:

- Quality and scope of the service offered
- Quality of execution
- Technological equipment and IT structure
- Reputation of the third party in the market
- Cost structure and pricing
- Ability of the third party to provide individual services in accordance with Ascory's wishes in order to achieve the best possible execution of customer orders.

These same criteria for selecting third parties to execute customer orders also apply to the processing of over-the-counter (OTC) transactions. The criteria are primarily weighted and third parties are selected for the forwarding of customer orders or the settlement of OTC transactions with the aim of providing a secure, cost-efficient and high-quality service or order execution for the customer via Ascory. The bank will regularly review the execution principles of the third parties it has selected to forward orders to in order to ensure that the best possible execution of customer orders can be achieved in this way.

Client orders may generally be forwarded to third parties for the following classes of financial instruments:

- Equity instruments (e.g. shares)
- Debt instruments (e.g. corporate bonds, government bonds)
- Structured financial products
- Securitised derivatives
- Other exchange-traded products (e.g. funds)

## **5. Instructional transactions**

The Bank's execution principles do not apply to discretionary transactions, as customer instructions must be given priority. Customer instructions must always be followed. A customer instruction is only valid for the order placed in question. Customer instructions must be documented and archived in a comprehensible manner.

## **IX. Principles for dealing with conflicts of interest**

Ascory offers its customers a wide range of financial services. Conflicts of interest cannot always be ruled out in advance. In accordance with the provisions of the Securities Trading Act, we therefore provide information below about such potential conflicts and our precautions for dealing with them.

### **1. Emergence of conflicts of interest**

Conflicts of interest may arise between Ascory, our management, our employees or other persons associated with our company and our customers, or between our customers.

In particular, conflicts of interest may arise:

- if Ascory provides its services not only to the client but also to third parties. Their interests may conflict with those of the client. Even though Ascory makes every effort to avoid such conflicts, it cannot be ruled out that this may not be possible in individual cases. If such conflicts arise, the risk cannot be ruled out that they will be decided to the detriment of the client;



- Ascory's own interest in high transaction volumes and frequencies in the financial instruments selected and traded by the client and the remuneration resulting from these transactions for Ascory;
- through performance-related remuneration of employees or the granting of benefits to or through them (e.g. monetary benefits);
- if the bank could receive remuneration from third parties in connection with securities transactions (e.g. sales follow-up commissions) (however, this is not planned at the time of drafting these principles);
- through the acquisition of information that has not been made public (so-called insider information);
- from other business activities of Ascory, in particular the bank's interest in proprietary trading profits and in the sale of its own (issued) financial products;
- from Ascory's interest in selling its own financial products due to internal incentives, performance-related remuneration systems and the granting of benefits;
- from personal relationships of Ascory employees or management or persons associated with them, or from the participation of these persons in supervisory or advisory boards;
- from our company's relationship with issuers of financial instruments and products, for example in the context of participation in issues or cooperation agreements.

Ascory will provide you with further details on these principles upon request.

## **2. Measures to avoid conflicts of interest**

To ensure that unrelated interests do not interfere with the execution of customer orders, Ascory and its employees have set themselves high standards. These include compliance with market rules, constant consideration of customer interests, and lawful and professional conduct. The interests of customers always take priority.

To this end, the following measures in particular have been taken:

- Establishment of an independent compliance function under the direct responsibility of the bank. This function is responsible for the constant monitoring of possible conflicts of interest.
- Maintenance of an insider list, which serves to monitor sensitive information and prevent the misuse of insider knowledge;
- Definition of remuneration principles in the Bank's remuneration regulations;
- Regulations on the acceptance and granting of gifts and their disclosure;
- Employees who may encounter conflicts of interest in the course of their work are obliged to disclose their securities transactions to the compliance office;
- Employee training;
- Creation of new and maintenance of existing areas of confidentiality. To this end, individual areas within Ascory are physically separated, among other measures.
- Implementation of an approval process for new products that involves all relevant departments.

Furthermore, internal controls and measures to avoid conflicts of interest are constantly being developed. If the above precautions are not sufficient to avoid the risk of impairment, Ascory will explain the general nature and origin of the conflict of interest to you before conducting any business. In such cases, we may refrain from providing advice or recommendations on the financial product in question.

## **X. General information for customers about benefits**

Ascory does not accept any benefits in connection with the provision of investment and ancillary services.

## **XI. Data protection notice**

In the course of providing securities and other financial services, the Bank processes the personal data of its customers that is necessary for this purpose. The sole purpose of this is to fulfil its contractual obligations and to comply with the regulatory requirements imposed on the Bank (e.g. under the German Securities Trading Act (WpHG)). In this context, please also note the Bank's data protection declaration at: <https://www.ascory-bank.de/rechtliches/datenschutz>

## **XII. Bank restructuring and resolution ("bail-in")**

The legal regulations relating to bank restructuring and resolution, which come into effect in the event of resolution, mean that shares and bonds issued by banks, as well as other claims against banks and savings banks, are subject to special regulations throughout Europe in the event of a threat to their existence. In accordance with the statutory provisions, this includes the write-down and conversion powers of the resolution authorities (e.g. so-called "bail-in"), which may have a negative impact on investors or contractual partners in the event of the bank's resolution. Further information on the basic order of liability, in particular which liabilities may be specifically affected, can be found at: [www.bafin.de](http://www.bafin.de) (search term: "Haftungskaskade" [liability cascade]).