

TERMS OF BUSINESS

ABN AMRO – ODDO BHF B.V.

August 2023



These Terms of Business set out the terms and conditions for doing business with ABN AMRO – ODDO BHF B.V. If you begin or continue to do business with us, you accept these Terms of Business (as amended, supplemented or restated from time to time).

PART 1: ABOUT US

1 Our capacity and status

- 1.1 The full name of our firm is ABN AMRO – ODDO BHF B.V. ("**ABN – ODDO**").
- 1.2 ABN – ODDO is a private limited liability company (*Besloten Vennootschap*) organised under the laws of the Netherlands, with trade register number 78490499 and is subject to supervision by the Netherlands Authority for the Financial Markets (*Stichting Autoriteit Financiële Markten*) and the Dutch Central Bank (*De Nederlandsche Bank*).
- 1.3 ABN – ODDO's registered address is at Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands and its website address is <http://www.aa-ob.com/>
- 1.4 ABN – ODDO is a joint venture set up by ABN AMRO Bank N.V. and ODDO BHF SCA, the "**Parents**", both having a 50% share in ABN – ODDO.

2 Purpose of these Terms of Business

- 2.1 These Terms of Business, including the Annex attached thereto, set out the terms and conditions for doing business with ABN – ODDO.
- 2.2 You shall be deemed to have accepted these Terms of Business from the moment you send your first Order to ABN – ODDO or have otherwise informed us of your acceptance of these Terms of Business.
- 2.3 If you do or continue to do business with us, you accept these Terms of Business, as amended, supplemented or restated from time to time.
- 2.4 These Terms of Business cancel and replace all previous proposals, agreements and/or conventions between you and us, whether oral or written, concerning the same subject matter.

PART 2: ABOUT OUR RELATIONSHIP

3 Client Category

- 3.1 ABN - ODDO only offers Services to clients that qualify as a Professional Client or Eligible Counterparty.
- 3.2 Pursuant to the information available to us, we

have classified you either as a Professional Client or as an Eligible Counterparty, as notified to you in our Notice of Classification. You must immediately notify us of any change that may affect your classification. In the event that you no longer qualify as a Professional Client or Eligible Counterparty, ABN - ODDO may take any action it deems appropriate, including terminating the relationship.

- 3.3 You agree to your classification as set out in the Notice of Classification. The Notice of Classification informs you about your right to request a different client classification.
- 3.4 If you are classified as an Eligible Counterparty and notify us in writing that you wish to be classified as a Professional Client (opt-down), we will treat you as a Professional Client. ABN - ODDO reserves the right to refuse a request to be treated as a Professional Client at its own discretion.
- 3.5 If you are classified as an Eligible Counterparty, certain protections applicable to a Professional Client will not apply, including protections resulting from the requirements in relation to:
 - a) acting in accordance with a client's best interests;
 - b) assessing the appropriateness of services or products proposed to clients or requested by clients;
 - c) taking sufficient steps for obtaining the best possible result for the execution of orders;
 - d) implementing procedures providing for the prompt, fair and expeditious execution of orders relative to the orders of our other clients or our trading interests;
 - e) understanding the Financial Instruments which we offer or recommend, assessing the compatibility of the Financial Instruments with the needs of the clients to whom we provide Services, also taking account of the identified target market of end clients, and ensuring that Financial Instruments are offered or recommended only when this is in the interest of the client;
 - f) restricting and disclosing the giving and receiving of any fee, commission or non-monetary benefit in connection with the provision of an investment service or an ancillary service.
 - g) when a Service is offered together with another service or product as part of a package or as a condition for the same agreement or package, informing you whether it is possible to buy the different

components separately.

- 3.6 When you give us an Order, we will act on the understanding that you are dealing on an execution-only basis.
- 3.7 We will treat you, but not any person on whose behalf you may be acting, as our client. If you act as an agent, we will not treat the principal for whom you act as agent as our client under the Applicable Rules.
- 3.8 Information, regarding an order or any other information, provided by you to us may be shared with our Parents within the boundaries of the applicable laws and regulations.

4 Conflicts of Interest

- 4.1 ABN – ODDO may have an interest, relationship or arrangement that is material in relation to any Order from you that could lead to a conflict of interest.
- 4.2 ABN – ODDO will not favour any relationship over its relationship with you but will not be responsible for any adverse effects or Loss you incur which may result from such competition. We shall not be held responsible for any adverse effects or Loss you may incur as a result of our compliance with Applicable Rules.
- 4.3 Pursuant to the Applicable Rules, ABN – ODDO has policies and procedures in place to identify, to prevent and to manage potential conflicts of interest and to protect the integrity of our relationship with our clients. A summary description of our conflicts of interest policy is available on our website:

<http://www.aa-ob.com/>

5 Reception and Transmission of Orders

- 5.1 The investment service provided by ABN – ODDO is Reception and Transmission of Orders and / or the provision of Research, as agreed with you. After receipt of an Order, ABN - ODDO shall transmit the Order for execution purposes to ODDO BHF.
- 5.2 ABN – ODDO solely receives and transmits your Orders. ODDO BHF will execute your Orders pursuant to ODDO BHF's execution policy, which takes into account all sufficient measures to achieve the best possible results in executing your Orders.
- 5.3 ABN – ODDO reserves the right, at any time and without notice, not to provide any of the Services to you and/or to limit the scope of the Services provided to you.

6 No advice

- 6.1 We shall not provide Investment Advice (or any

form of advisory services) and, therefore, when you give us an Order, you do so in reliance solely on your own judgement and we make no assessment of the suitability of any Transaction for you.

- 6.2 ABN – ODDO shall be entitled to assume that clients classified as a Professional Client or Eligible Counterparty, have the necessary level of experience and knowledge in order to understand the risks involved in relation to any Transaction.
- 6.3 In this respect you should note that views expressed to you (whether orally or in writing) on trading ideas, trading suggestions, market colour, economic climate, generic advice, Research or other such information communicated or otherwise made available to you are provided merely for your information and are incidental to the provision of other services by us to you. These views are not based on an assessment of your individual circumstances, nor can they be relied upon as an assessment of the suitability of a Transaction for you.
- 6.4 ABN – ODDO will not provide or be responsible for the provision of any tax or legal advice in respect of your Orders. Any legal, accounting, tax or other adviser engaged by us shall be the legal, accounting, tax or other adviser to us alone.

PART 3: BEFORE YOU GIVE US AN ORDER

7 Information to be provided

- 7.1 In accordance with the Applicable Rules, ABN – ODDO is required to obtain information from you before providing or continuing the provision of Services to you.
- 7.2 You undertake to provide ABN – ODDO with any information that is requested under Clause 8.1 above and confirm that ABN – ODDO can rely on information provided by you.
- 7.3 If (for whatever reason) you do not provide such information, ABN – ODDO may in its sole discretion act as it deems fit, including the termination of the provision of Services with immediate effect.
- 7.4 You agree and acknowledge that you are responsible for keeping us informed about any change to the information that you provide to us in accordance with Clauses 7.1 above.
- 7.5 ABN – ODDO shall not be held responsible for any Loss you may suffer if you provide outdated, erroneous or incomplete information and you shall reimburse ABN – ODDO for all costs, charges and any amounts occurred in

connection herewith.

- 7.6 Pursuant to the Applicable Rules, ABN – ODDO is required to provide certain information to you before the provision of our Services. This information shall be made available on the website <http://www.aa-ob.com/>. You specifically consent to the provision by ABN – ODDO of such information by means of a website.
- 7.7 In accordance with the Applicable Rules, we may provide you with information in a durable medium other than on paper. Such information may include (without limitation) (i) general information about us and our services, (ii) information about the nature and risks of certain financial instruments, (iii) information on costs and charges, and (iv) information about our Best Selection Policy. You specifically consent to the provision by us of such information on the website <http://www.aa-ob.com/>. (where such information is not personally addressed to you).

8 Our fees, inducements, non-monetary benefits

- 8.1 You will be responsible for payment of the Fees, in amounts as agreed between us or as notified by us to you. ABN – ODDO is entitled to amend its Fees at any time. An amendment of the fees and costs takes effect from the moment determined by ABN – ODDO. ABN – ODDO will inform you of any amendment of the Fees as soon as reasonably possible.
- 8.2 Unless permitted pursuant to Applicable Rules, ABN – ODDO, and each of our employees, officers and directors will not:
- (i) pay to or accept payment from any third parties any inducement in the form of any profits, fees or commissions; or
 - (ii) provide to or accept provision from any third parties of any non-monetary benefit, in each case in connection with our or their services to you, unless we are satisfied that such payment or such non-monetary benefit is designed to enhance the quality of the service to you and does not impair compliance with our duty to act honestly, fairly and professionally in accordance with your best interest. We shall disclose the existence, nature and amount of such payment (or the method of calculating that amount) or such non-monetary benefit to you, prior to the provision of the relevant service. In such circumstances, we shall

not be required to take account of any such payments in determining our own fees or sums payable by you.

- 8.3 You agree to pay all amounts payable by you under these Terms of Business, as they become due without any right of set-off or counterclaim that you may have against ABN – ODDO.
- 8.4 Any amounts due in respect of every Order and/or Service provided to you, shall include any transfer taxes or similar Taxes, if applicable. All taxes, levies etc., relating to the Services and/or the Financial Instruments shall be for your account of the Client, unless otherwise provided by Applicable Law.

PART 4: WHEN YOU GIVE US AN ORDER

9 Taping and Recording

- 9.1 You are informed that all telephone conversations and electronic communications with you or any of your representatives with ABN – ODDO may be recorded by ABN – ODDO in accordance with the Applicable Rules. Such records will be our sole property and held for the maximum amount of time permitted under the Applicable Rules. A copy of a record will be made available to you on request, possibly subject to any pre-disclosed administration charge set by us. You acknowledge and agree that we may use such recordings (including transcripts) for any purpose which we deem reasonable including use as evidence. Absent contrary evidence, our records will be accepted by you as conclusive evidence of their content.
- 9.2 Subject to any Applicable Rules, we may, if requested to do so, provide copies of such records to the applicable Competent Authority or other government authority.

10 Acceptance of Orders

- 10.1 You may send Orders to ABN – ODDO by telephone, e-mail, Bloomberg chat, ORS (*order routing system*) or any other means that ABN – ODDO expressly accepts. In relation to Orders sent through other means, ABN – ODDO has the right, but is not required to accept or transmit such Order.
- 10.2 Each time when you give us an Order, ABN – ODDO may rely on your professional consideration and assessment of the risks related to the execution of such Order and the

subsequent Transaction(s) in relation thereto. You should also ensure that you have read any relevant documentation, for example information documents, terms sheets, offering memoranda or prospectuses, for any further relevant risk disclosures.

- 10.3 After submitting your Order with ABN – ODDO, the Order will be transmitted by us to ODDO BHF. Orders, including amending or revoking previous Orders, shall not be deemed accepted until received and transmitted by us through the System.
- 10.4 Each time you give us an Order, you warrant, represent and undertake that:
- (a) you are duly organised and existing and in good standing under the laws of your jurisdiction;
 - (b) you have full power, authority and capacity to enter into and perform your obligations under these Terms of Business and to confer on us such powers as are necessary so that these Terms of Business will be valid and binding obligations enforceable against you;
 - (c) if applicable under any Applicable Rules, you are regulated and authorised in respect of the provision of financial services or dealing on own account;
 - (d) you shall provide us with copies of any authorisations, consents or approvals as we may reasonably require;
 - (e) you will ensure that before you give us an Order, you will provide us timely with a valid LEI number and with all relevant information and/or documentation;
 - (f) each of your rights under these Terms of Business and any of your rights under a Service or an Order is not capable of assignment and your obligations shall not, without our consent, be capable of performance by anybody else;
 - (g) you confirm that any information given to us by you or on your behalf is, to the best of your knowledge and belief at the time given, complete, accurate and not misleading and that we may fully rely and act on any such information;
 - (h) any third party appointed by you to give and receive instructions, notices and/or other communications on your behalf under these Terms of Business has all the requisite power and authority and/or appropriate regulatory or governmental consents (if applicable), to give and receive such instructions, notices or other

communications;

- (i) you have carried out all due diligence, including without limitation, all applicable prevention and detection of money laundering, client identification, sanctions (for the avoidance of doubt, including any prevention and detection of terrorism legislation).
- 10.5 If we were not able to transmit your Order, we shall inform you as soon as possible by telephone or by any other means specifically agreed between you and us.
- 10.6 Under the Applicable Rules, it is required to report and provide details about short sales. In order to do so, you shall inform ABN – ODDO in case of a short Order. If no explicit information is given by you (undisclosed, short sell or sell), we will consider this as a confirmation by you that the Order and the Transaction are not "short".
- 10.7 You accept that after submitting the Order with ABN – ODDO, the Order will be executed by ODDO BHF. ABN – ODDO cannot confirm your Order prior to execution of your order by ODDO BHF and after receiving a confirmation from ODDO BHF.

PART 5: AFTER YOUR ORDER HAS BEEN TRANSMITTED

11 Confirmations

- 11.1 You will receive a confirmation of the execution of your Orders from ODDO BHF. ABN – ODDO is not responsible or liable for providing you with or the contents of such confirmation.
- 11.2 ABN – ODDO will regularly provide information on the status of your Order by way of update reports. An update report is not intended to replace a confirmation and is only provided for information purposes.
- 11.3 You are required to check the correctness of all information provided by ABN – ODDO when you receive such information from ABN – ODDO. If you do not receive information from ABN – ODDO, whereas you know or should know that you could expect such information from ABN - ODDO, you must inform ABN – ODDO of this as soon as possible.
- 11.4 The content of confirmations will, in the absence of manifest error, be deemed conclusive and binding unless you object to such confirmations no later than is 24 hours after receiving such confirmation.

12 Settlement

The obligation of ODDO BHF to settle your Transaction is conditional upon receipt before the due date for Settlement, of all necessary documents, Financial Instruments, other financial products or other assets or funds due to be delivered by you or on your behalf, including settlement instructions.

13 Information on costs and charges

In accordance with the Applicable Rules, information on the costs and charges is to be provided by the executing broker, ODDO BHF.

14 Transaction Reporting

ABN – ODDO as the Receiver and Transmitter of your Orders has agreed with ODDO BHF and in accordance with the Applicable Rules, that your orders will be reported by ODDO BHF.

PART 6: MISCELLANEOUS

15 Events of default and our rights

15.1 Each of the following events occurring in relation to you shall be an event of default (each an "Event of Default"):

if you fail to make any payment due to us on the date when due; or

- (a) if you fail to perform, or state that you are unwilling or unable to perform, any obligation you owe us;
- (b) if any representation, warranty or undertaking you have made, or are deemed to have made, in respect of these Terms of Business or any other agreement between you and us is incorrect, untrue or ceases to be correct or true in any respect when made or repeated or deemed to have been made or repeated; or
- (c) if you become unable to pay your debts as they fall due or become insolvent or bankrupt or become the subject of any insolvency, bankruptcy or administration proceedings; or
- (d) if a winding-up resolution is passed or a winding-up or administration order is made in respect of you or a receiver, liquidator, administrator or a similar official is appointed in respect of you or any of your property; or
- (e) if you disclaim, repudiate, reject or challenge, in whole or in part, the validity of, these Terms of Business, or the terms of any other agreement in force between you and us; or
- (f) if you default, or there is an event of default

or similar event in respect of you under any other transaction and such default results in, or is capable of resulting in, a liquidation of, an acceleration of obligations under, or an early termination of that other transaction.

15.2 If an Event of Default occurs, ABN – ODDO shall be entitled in its sole discretion, without prior notice to you and without being responsible for any resulting Loss that you may suffer or incur, to automatically accelerate all of your obligations so as to require immediate payment, delivery or other performance by you or at the time notified to you by us.

16 Limitation of liability

16.1 You acknowledge and agree that ABN – ODDO is:

- (a) not liable for any Loss you may suffer or incur arising from any act or omission from ABN – ODDO or its staff;
- (b) not liable for any Loss suffered or incurred by you or your clients for any indirect, special or consequential loss of any kind;
- (c) not liable for any Loss suffered or incurred by you or your clients for any loss of profits, goodwill, business or anticipated savings (whether direct or indirect);
- (d) not liable for any Loss suffered or incurred by you or your clients as a result of any delay or change in market conditions before or during the time that our Service are provided to you;
- (e) not liable for any Loss suffered or incurred by you or your clients as a result of instructions being given, or any other communications being made, electronically. You will be solely responsible for all Orders, and for the accuracy of all information, sent electronically using your name or personal identification number; and
- (f) not liable for any Loss suffered or incurred by you or your clients as a result of any third party failing to perform its obligations to us or to another third party.

16.2 Nothing in these Terms of Business shall be construed as seeking to exclude or restrict:

- (a) any duty or liability owed by us to you under the Applicable Rules unless and except to the extent that any such exclusion or restriction is permitted by the Applicable Rules;
- (b) any duty or liability owed by us to you in relation to wilful default, fraud or gross

- negligence; and
- (c) any liability which cannot lawfully be excluded or restricted.

17 Data protection

- 17.1 The Parties acknowledge that they are aware of and undertake to comply with their respective obligations under the Applicable Law relating to the protection of personal data. Personal data will not be kept for longer than is necessary.
- 17.2 Any personal data obtained out of or in connection with the Services, will be held by ABN – ODDO and processed in accordance with the Applicable Law (including but not limited to the General Data Protection Regulation 2016/679/EU).
- 17.3 We will implement technical and organisational security measures that are appropriate to the risk to protect your personal data that we process.

18 Complaints

If you have any complaint about us or our Services under these Terms of Business, please contact our Risk and Compliance Officer who will handle your complaint. In accordance with the Applicable Rules, information on our complaints management policy and the contact details of our complaints management function is available on request and also at our website: <http://www.aa-ob.com/>

19 Confidentiality

- 19.1 We provide a variety of Services to our Clients and may from time to time come into possession of confidential material or non-public information. You acknowledge and agree that such information, if disclosed, might affect your Orders and that we are required by the Applicable Rules not to disclose such information.
- 19.2 Both parties shall treat as confidential (during, and after the termination of, any relationship between us) any information concerning the other which it has acquired as a consequence of these Terms of Business and the Services provided thereunder.
- 19.3 You and we may disclose such confidential information to staff or professional advisers on a need to know basis and subject to these obligations of confidentiality. For the avoidance of doubt, confidential information shall not be information which
- (i) is, or becomes, known to the public, other

than as a result of a breach of this Clause 19 by you or us,

- (ii) (ii) is received by the other party from a third party entitled to disclose it without imposing any obligation of confidentiality, or
- (iii) (iii) is independently developed by the other party without reference to the first party's confidential information.

- 19.4 Our confidentiality obligations shall not prevent or limit the disclosure of information that is required under or pursuant to the Applicable Rules and any governmental, banking, taxation or other regulatory authority, to any Competent Authority, or to any courts or other tribunals.
- 19.5 You acknowledge and agree that the obligations under this Clause 19 shall continue and remain binding on you and us after termination in accordance with Clause 22.

20 Amendments

- 20.1 These Terms of Business may be amended or supplemented by us from time to time by delivery to you of a notice thereof in accordance with Clause 23 and the Applicable Rules.
- 20.2 An amendment or supplement which is made to reflect a change of the Applicable Rules may take effect immediately or otherwise as we may specify. Any other amendment or supplement will, unless we have received your written objection, take effect on the date we specify, which will be no earlier than ten (10) days after we have published such amendment or supplement on our website as specified in Clause 7.7. and will apply in respect of any Service provided or entered into by us after that date.

21 Entire agreement

Except as otherwise stated herein, these Terms of Business supersede any previous written or oral agreement between us, including, for the avoidance of doubt, any variations to such agreement in relation to the matters dealt with in these Terms of Business.

22 Termination

- 22.1 These Terms of Business shall continue in full force and effect until terminated by you or us by written notice.
- 22.2 We are entitled to terminate our relationship with you under these Terms of Business by giving you immediate written notice. Also, where you are acting on behalf of your client,

we may terminate these Terms of Business in relation to your client without affecting the continuation of these Terms of Business in relation to you and any other party on whose behalf you act.

22.3 No penalty will become due from either you or us in respect of any termination of these Terms of Business.

23 Communication

23.1 Our communications shall be in English, or in any other language that we may agree to from time to time. All of our standard documents and other information relating to our Services shall be available in English.

23.2 You and we may send any written communication by hand, by courier, by regular mail service or by electronic communication. In each case, all communications from us to you shall be made in accordance with the communication details last notified to us, and which you shall keep current at all times. Any communication shall be deemed received by you, whether actually received by you or not, if we can demonstrate that the correct communication details were used.

23.3 All communications shall be conclusive and binding on you unless objection in writing is received by us within five (5) business days of receipt thereof by you.

23.4 Unless otherwise notified to you from time to time and subject to any other binding documentation, all communications to us shall be sent to the address or e-mail address below or to such other address of which you are notified from time to time:

By regular mail:
ABN AMRO – ODDO BHF B.V.
Attn. Management
Gustav Mahlerlaan 10
1081PP Amsterdam
The Netherlands

E-mail:
jymanagement@aa-ob.com

24 Governing law

24.1 These Terms of Business and any non-contractual obligations arising out of or in connection with these Terms of Business are governed by, and shall be construed in accordance with, the laws of The Netherlands.

24.2 For our benefit, you irrevocably submit to the jurisdiction of the courts of Amsterdam, The Netherlands, which shall have jurisdiction to settle any disputes (including non-contractual disputes) which may arise out of or in

connection with the validity, effect, interpretation or performance of these Terms of Business and you waive any objection to proceedings in any such court on the grounds of inconvenient forum.

ANNEX 1: DEFINITIONS

- (a) Headings are included for convenience purposes only and do not have or intend to have a legal meaning or legal effect on their own.
- (b) Unless the context requires otherwise, words in the singular shall include the plural and words in the plural shall include the singular. Any reference to a person shall be construed, as the context requires, as a reference to a natural person or a reference to a legal entity.
- (c) Without prejudice to the Applicable Rules, ABN – ODDO may provide you with information in paper format, by e-mail or by posting information on a website. ABN – ODDO shall notify you of any changes to the information we have provided.

Definitions and interpretation

In these Terms of Business, the following words and expressions have the following meanings:

ABN – ODDO, we, us, our

means or refers ABN AMRO – ODDO BHF B.V. and any successor.

AFM

Stichting Autoriteit Financiële Markten (Vijzelgracht 50, 1017 HS Amsterdam, The Netherlands, tel. 0031 (0)20 797 20 00, www.afm.nl).

Applicable Rules

means (without any limitation):

- (a) the Financial Supervision Act (*Wet op het financieel toezicht*) and any act, decree, order or resolution in relation thereto;
- (b) delegated regulations or technical standards pursuant to MiFID II;
- (c) the rules of AFM, DNB, ECB or other competent regulatory authorities or institutions;
- (d) the regulations or rules of any EU institution (e.g. the European Commission) or any EU authority (e.g. the European Securities and Markets Authority);
- (e) the rules and customs of any exchange, Market, Trading Venue, clearing house or depositary through which any Transaction in Financial Instruments may

be effected, cleared or settled, any rules, codes of conduct or regulations that may be issued by ABN – ODDO from time to time and all other applicable laws, regulations, rules or guidance, in each case in force from time to time.

Competent Authority

means a competent authority appointed or designated by the EU or a member state of the EU.

DNB

means De Nederlandsche Bank N.V. (Westende 1, 1017 ZN Amsterdam, The Netherlands, tel. 0031 (0)800 020 10 68, www.dnb.nl)

ECB

means the European Central Bank (Sonnemannstrasse 20 (Main Building), 60314 Frankfurt am Main, Germany, tel. 0049 69 1344 0, www.ecb.europa.eu).

Eligible Counterparty

means eligible counterparty as defined in Article 30(2) of MiFID II, as implemented in the Applicable Rules.

EU

means the European Union.

Event of Default

means each of the events of default as defined in Clause 15.1.

Fees

means commissions, fees, markups, markdowns, out of pocket expenses, any other charges and transaction-related Taxes.

Financial Instruments

means the transferable securities in Annex I, Section C of MiFID II, as implemented in the Applicable Rules.

Investment Advice

means investment advice as defined in Article 4(1)(4) of MiFID II, as implemented in the Applicable Rules.

Loss

means any loss, cost, liability, expense, damage, including (without limitation) legal or professional fees or expenses.

MiFID II

means Directive 2014/65/EU on markets in financial instruments.

Notice of Classification

means the notice of classification issued by ABN – ODDO, pursuant to which you are informed of your client classification in accordance with the Applicable Rules.

ODDO BHF

means the company ODDO BHF SCA, société en commandite par actions (partnership limited by shares) with capital of 70,000,000 Euros and registered office located at 12, boulevard de la Madeleine - 75009 Paris, registered on the Paris Trade and Companies Register under the number 652 027 384, accredited as a credit institution and investment services provider.

Order

means any order, direction or instruction from you relating to the provision of Services by us pursuant to these Terms, including, without any limitation, an instruction to enter into a Transaction for you.

Parents

means ABN AMRO Bank N.V. and ODDO BHF SCA

Professional Client

means professional client as defined in Article 4(1)(10) of MiFID II, as implemented in the Applicable Rules.

Reception and Transmission of Orders

means the reception and transmission of orders in relation to one or more financial instruments, as provided in Annex I, Section A, point (1) of MiFID II, as implemented in the Applicable Rules.

Research

means research or any other information recommending or suggesting an investment strategy, explicitly or implicitly, concerning one or several Financial Instruments or the issuers of Financial Instruments, or concerning a specific industry or market.

Services

means (i) the Reception and Transmission of Orders, and (ii) the provision of Research.

Settlement

any transaction of cash payment and/or

delivery of securities subsequent to one or a set of Transactions.

System

means any electronic system, functionality, procedure, platform or application that may be used for the provision of Services.

Supplemental Terms

means any supplemental terms of business relating to (without limitation) services, activities or products entered into between you and us or terms of business applicable to any Service, Transaction or Financial Instrument.

Tax

means any form of statutory or governmental taxes, levies, contributions, duties, charges, transfer fees and any withholdings or deductions in respect thereof, and any fines, penalties, charges and interest relating to the same.

Transaction

means any service or transaction in relation to Financial Instruments pursuant to these Terms of Business.

You, your

means or refers to you in your capacity as our client under these Terms of Business.