

INFORMATION CONCERNING FINANCIAL INSTRUMENTS (MIFID STARTER PACKAGE)

September 2017

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GENERAL INFORMATION OF THE BANK

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GENERAL INFORMATION OF THE BANK

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Responsible supervisory authority:

Commission de Surveillance du Secteur Financier
283, route d'Arlon
L-1150 LUXEMBOURG (Internet: www.cssf.lu).

Supervisory authority of UniCredit Group:

European Central Bank
Sonnenmanstrasse 20
D-60314 Frankfurt am Main

www.ecb.europa.eu

General notes

The prevailing language for the contractual agreement and for communication with customers throughout the duration of this contractual agreement is English. Please submit orders for securities transactions, by telephone, by fax or through an Relationship Manager.

Please note that data sheets for securities traded publicly are available on the issuer's website and that you can request a printed copy from the issuer.

The bank will send you a statement immediately after executing your order.

As part of conducting securities transactions, the Bank may receive third party payments, i.e. inducements, such as trail commissions. You can find further details in the following chapters "Conflict of Interest Policy", and "Information on Inducements". Please see also the brochure "Basic Information on Securities and Other Investments", chapter E3 "Payments to the bank by third parties".

We inform you that when providing investment advice, certain restrictions regarding the financial instruments, issuers or securities services must be considered and that we give preference to certain financial instruments, issuers or securities services. Please ask your Relationship Manager for further information.

Client asset protection

Financial instruments

Financial instruments held in the client's account at the Bank are booked separately from financial instruments belonging to the Bank or those of other clients.

In accordance with its General Terms and Conditions, the Bank is entitled to a general lien on client assets and to settle its receivables with client assets.

In general, the Bank deposits financial instruments in its own name with a professional custodian or with a clearing house (hereinafter referred to as the "custodian"). Custody contracts are subject in principle to the law of the country in which the custodian has his headquarters.

In line with legal requirements, the Bank maintains separate accounts with its custodians: one account for all financial instruments belonging to its clients and one for its own financial instruments. It is possible that, in certain countries outside of the European Union, it is not legally or practically feasible to separate financial instruments belonging to clients from those of the Bank.

A list of affected custodians will be provided to clients upon request.

In the event of the Bank's bankruptcy, the law in Luxembourg prescribes that a client's financial instruments deposited with the bank shall be protected and not become part of the Bank's assets. However, bankruptcy proceedings can delay the transfer of financial instruments back to the client.

If there are insufficient financial instruments available in relation to a particular financial instrument in the event of bankruptcy proceedings as described above, clients with a portfolio containing the instrument may bear a proportional part of the loss, unless the loss can be covered by financial instruments of the same type belonging to the Bank. Furthermore, an additional safeguard is provided by the SILL (Système d'indemnisation des investisseurs Luxembourg), of which the Bank is a member.

In the event of bankruptcy, the SILL will provide maximum coverage up to EUR 20,000 in favour of the client if the Bank is not able to refund those financial instruments which belong to him/her but are held or administered by the Bank.

The Bank shall provide additional information on the deposit guarantee system to the client on request. Clients can also find further information online at www.cssf.lu.

If a custodian becomes subject to bankruptcy proceedings, the law in many countries will in principle provide safeguards for the financial instruments deposited with the custodian by a bank and will not include them in the bankruptcy assets, with the proviso of possible delays in the transfers mentioned above and the risk of an insufficient number of available financial instruments.

In a limited number of countries outside the European Union, however, it may be the case that financial instruments deposited with a custodian are included in bankruptcy proceedings and depositors are not entitled to any refund privilege. A list of these countries may be provided to clients upon request.

In this event, or in the case that for some reason the Bank can only retrieve a number of financial instruments of a certain category not sufficient to meet the claims of clients on these financial instruments, those clients shall bear the loss in proportion to the number of these financial instruments of this category that they had on deposit. Clients may not exercise their claims on the financial instruments against a custodian of the bank.

Securities are held in custody based on our Special Conditions For Securities Trading with UniCredit International Bank (Luxembourg) S.A.. The Bank will arrange for all securities purchased in Luxembourg and abroad to be kept in custody by third parties. It will instruct a different domestic or foreign depository (e.g. Clearstream Banking S.A.) to perform this task. The custody of the Securities will be governed by the legal provisions and market practices of the place of custody and the general terms and conditions applicable to the domestic or foreign depository/depositaries.

Details of the country in which your securities are held are provided in the securities statement. Where third parties keep securities in custody, the Bank's liability shall be limited to the careful selection and instruction of the depository or intermediate depository it has instructed (cf. par. 11 of Special Conditions for Securities Trading with UniCredit International Bank (Luxembourg) S.A.).

In certain countries, some or all custodians either have a lien or a right to settlement with relation to the financial instruments deposited with them or have deposit conditions which provide for a division of losses in the event of the default of their own custodian. This can lead to situations where the bank cannot retrieve sufficient financial instruments to satisfy the claims of its clients. In this case, the rule of proportionate loss is applied as explained above.

Client deposits

Irrespective of currency, all monies deposited by clients with the bank become part of the bank's assets. In the event that the bank is subject to bankruptcy proceedings, clients run the risk of losing some or all of their cash deposits, which in contrast to financial instruments are included in bankruptcy proceedings. In this case, the safeguard mechanism of FGDL (Fonds de garantie des dépôts Luxembourg) intervenes.

This mechanism guarantees depositors a cash payment of up to EUR 100,000 in the event that deposits become unavailable due to the bank's bankruptcy. Legal entities are excluded in principle from the deposit guarantee system. The bank can provide additional information on the deposit guarantee system to the client on request. Clients can also find the information online at www.fgdl.lu

Your Relationship Manager will be able to answer any questions you may have on this matter.

BEST EXECUTION POLICY FOR TRANSACTIONS IN FINANCIAL INSTRUMENTS

September 2017

1 Preliminary principles

1.1 Introduction

The information on “Best Execution Policy for Transactions in Financial Instruments” (referred to hereafter as “Best Execution Policy”) are part of the General Business Conditions and the Special Conditions for the Securities Business of UniCredit International Bank (Luxembourg) S.A. (referred to hereafter as “the Bank”).

Detailed information on the product types described below (referred to hereafter as “asset classes”) is available in the brochures “Basic information on Securities and Other Investments” This brochure is available free of charge from the Bank.

1.2 Scope

Best Execution Policy is applicable to the execution of orders from the Bank’s retail or professional clients for purchase or sale of financial instruments.

The customer can direct the Bank to deviate from Best Execution Policy in respect of specific execution factors, for example by specifying the execution venue on which an order to be executed. In case of a customer instruction of this kind, the Bank meets its best execution obligation by executing the order accordingly. Consequently, Best Execution Policy is not applicable in respect of the execution factors specified by the client. Orders issued on a discretionary basis or in similar form are also regarded as Instructions, where a specific execution venue cannot be specified, so that the Bank will execute such orders on its own discretion

but taking the client’s best interest into account.

Please note: The Bank will execute the order in accordance with the instructions it receives, and therefore cannot apply Best Execution Policy in respect of the execution factors specified by the client. Clients, giving instructions regarding execution factors, act at their own risk, and will not be alerted to this fact by the Bank in each individual case.

1.3 Determining the Client’s Interests

Best Execution Policy allows the Bank to comply with its obligation to define order execution factors to achieve the best possible client outcome. Achieving the best possible outcome for the client and/ or determining the best possible execution venue does not imply any guarantee that the best possible result will in fact be achieved for each individual order. What is relevant is that the method used must typically lead to the best outcome for the client.

The Bank developed its Best Execution Policy for securities transactions at its own discretion. When preparing the Best Execution Policy, the following aspects were taken into account:

- price of the financial instrument,
- costs associated with executing the order,
- speed of execution,
- likelihood of execution and settlement, order size,
- order type, all other aspects relevant to the order execution , and
- qualitative factors related to the execution venues.

The client classification may influence the execution of an order in respect of the execution venue.

For retail clients, the achievement of the best possible outcome shall be measured in terms of the total payable amount. This is defined as the sum of price of the financial instrument and costs related to the order execution. Other aspects are taken into account to the extent that they directly affect the total amount payable. For professional clients, the achievement of the best possible result is also influenced by the other execution factors mentioned previously, even if price and cost are generally the most important factors. Speed of execution is also taken into account as another important execution factor, followed by likelihood of settlement. The other execution factors mentioned rank behind these, and are weighted equally in the assessment. The exact percentage of the weightings will be provided to the client on request.

The Bank takes into account venues and intermediaries through which the financial instruments in question are traded in significant volumes when selecting relevant execution venues.

If the client's assessment of certain execution factors differs from the Bank's assessment when compiling Best Execution Policy, and therefore wishes the transaction to be executed at a different trading venue than, as specified in Best Execution Policy, the client is entitled to issues specific instruction as to the preferred place of execution.

1.3.1 Price

To determine the advantages of a trading venue with regard to price, the Bank assesses the price formation mechanism of the trading venues. Price quality is particularly dependent upon the number of market participants, the availability of market makers, and whether a reference market is used.

1.3.2 Cost

Costs are determined as a part of the total amount payable, taking into account the following criteria:

1.3.2.1 Direct execution by the Bank at an exchange

In addition to the Bank's commissions for securities transactions, the costs include expenses of third parties (e.g. exchanges or parties maintaining order books at exchanges/market makers —also including the costs of a central counterparty— and entities involved in clearing or settlement) as well as market access costs if these are charged to the client.

1.3.2.2 Indirect execution through an intermediary

Instead of direct execution at an exchange described under subsection 1.3.2.1, the Bank can use an Intermediary if this is in the client's interest. In this case, the costs include those of the intermediary, in addition to those mentioned under subsection 1.3.2.1.

1.3.2.3 Special aspects of fixed-price transactions of the Bank

The Best Execution Policy is applicable only the limited degree if the Bank and the client enter into an agreement regarding financial instruments at a fixed or definable price (→fixed-price transactions). In this case, the obligations of the Bank and the client are derived directly from the contractual agreement. In a fixed-price transaction with the Bank, the fees are generally included in the purchase price/quoted price of the financial instrument, and the Bank meets its best execution obligation by offering a price in line with the market.

If the Bank offers fixed-price transactions on a regular basis, this is stated in Chapter 2 of the Best Execution Policy.

1.3.3 Other aspects of order execution

The Bank takes into account the following execution factors as required by law:

1.3.3.1 Speed of execution

This refers to the interval between the time the order is accepted and the time the order is capable of being executed on the trading venue. The speed of a trading venue is determined to a large extent by the type of market model it uses.

1.3.3.2 Likelihood of execution and settlement

The likelihood of the order execution on a trading venue depends mainly on the prevailing liquidity in this respect, the Bank also takes into account the risk of partial execution which could have a direct impact on the overall cost of settlement.

The Bank views the likelihood of settlement as being influenced by potential issues with the processing of transactions in financial instruments which may have a negative impact on delivery or payment.

1.3.3.3 Order type and size

The Bank distinguishes orders by size to the extent that this affects the choice of execution venue in connection with price and costs.

It is possible to submit different order types to different exchanges. In addition to buy and sell orders, various limits and types of orders exist (e.g. kill-or-fill). The customer can specify an order type when issuing an order. However, specification of order type may mean that the order cannot be executed on some certain trading venues.

1.3.4 Qualitative factors of execution venues

The Bank also takes into account qualitative factors with regard to the selected execution venues. These qualitative factors include, for example, monitoring of trading by the trading supervision function, complaint management and processing, trading times of various execution venues, the extent to which the venue is able to meet its performance promises, reliability of quotes and other price information, selection of order supplements and execution types, services and information available to retail clients, type of order book, counterparty risk of trading partners and security of order execution.

For the Bank's foreign branches, the respective national execution policies for securities transactions apply.

1.4 Client classification

In accordance with legal criteria, the Bank classifies customers as "retail clients", "professional clients" or "eligible counterparties". This classification can affect the execution of an order with respect to the place of execution.

1.5 Asset classes

Financial instruments with the same features are summarized into "asset classes" and receive the same treatment by asset class in line with the principles of execution.

1.6 Application area

The principles of execution are always applied to the execution of securities orders in which the client issues orders to the Bank for the purpose of acquiring or selling securities or other non-securitized financial instruments.

The Bank executes orders which are placed as discretionary or in a similar form and which do not allow the nomination of a single place of execution at its own discretion, while maintaining the customer's interest. However, the Best Execution Policy outlined here will not be applied.

1.7 Trading times

Orders received outside the trading times of the bank or of the execution place will be processed when trading begins again.

1.8 Trading venues

In respect of Best Execution Policy, the Bank takes into account and assesses regulated markets, multilateral trading facilities, systematic internalisers, market makers and other providers of liquidity as well as comparable entities and facilities in non-EU countries.

The Bank utilises an intermediary in situations where it appears to be in the client's best interest to do so, in compliance with this Best Execution Policy. The Bank works with several different intermediaries. The Bank selects the intermediaries from among international prime brokers, taking into account their execution policies and criteria such as direct market access for various trading venues and the presence of an electronic trading platform along with reliable settlement processes. In the past these intermediaries have offered rapid and reliable execution without any appreciable differences in quality. To achieve the most favourable execution conditions in the interest of the client, the Bank will review the selection of intermediaries on a regular basis. In all other respects, the execution policies and practices of the respective intermediary will apply.

If unusual market conditions or market disruption necessitate execution to be effected in a different way, the Bank will execute the order acting in the customer's best interest.

1.9 Capital market transactions

Instruments issued either during an initial public offering (IPO) or during a capital increase are allocated by the lead manager who has been mandated by the issuer.

As part of the allocation process, the lead manager will put the investors into categories. The investors will then receive a proportional allocation, which could range from zero to full allocation up to the original order size.

Irrespective of the allocation process used, the bank will ensure that the allocation is handled fairly and in the interests of all customers and —where possible— is effected in tradeable minimum sizes.

2 Execution of orders

2.1 General provisions

The Bank will assign orders to the "best possible" execution venue, taking into account the individual characteristics of each order. In some cases, individual characteristics of an order may result in the Bank being unable to designate an execution venue in the customer's interests in compliance with the Best Execution Policy. In this case, the Bank will accept orders only with explicit instructions from the customer with regard to the execution venue.

Financial instruments with the same characteristics are grouped in asset classes and are treated equally on the basis of these classes under the Best Execution Policy.

2.2 Equities and equity like securities

In addition to equities and equity-like securities, this asset class includes Exchange Traded Funds (ETFs) and bonds quoted by unit.

2.3 Foreign and local shares

Generally, the primary stock exchange (normally the market in the issuer's country of origin or the lead stock exchange, if different) offers the highest liquidity and therefore routinely the highest probability that the order will be executed at the best price.

Orders on foreign and local shares are executed at the primary trading venue via intermediary/ broker.

2.4 Subscription rights

In addition to conventional subscription rights, this asset class includes tradable purchase rights and redemption rights.

With regard to the limited subscription period, for subscription rights granted abroad, a greater weighting is given to the criteria of likelihood and speed of execution.

Orders are executed in the country of the depository. The client shall be informed of the details upon request when the order is issued.

In order to limit the costs associated with the settlement, the Bank reserves the right to combine orders and deliver them for trading collectively, when it is in the best interests of the client to do so.

2.5 Bonds and bond-like securities

This class includes interest-bearing securities and money market instruments as well as other securities with characteristics similar to bonds.

2.5.1 Bonds in euro

The Bank generally offers the purchase or sale of the securities directly with the Bank which generally takes place over-the-counter (OTC) at prices that are in line with the market. The purchase or sale then occurs at a fixed price agreed with the Bank (fixed-price transaction). There is no obligation for the Bank to enter into a transaction of this kind. For fixed-price transactions, the Bank offers an immediate price commitment for the securities during its usual trading hours, taking into account the market conditions and acknowledging all costs associated

with this form of execution. Moreover, in this case the Bank executes the transaction immediately and in full.

If no fixed-price transaction is agreed, instructions from the client are required with regard to the execution venue. The same applies if the client requests execution of the order as an over-the-counter commission-based transaction.

2.5.2 Bonds in foreign currencies

The most liquid trading for bonds in foreign currencies generally takes place over-the-counter (OTC). Consequently, the Bank generally offers the purchase or sale of the securities directly with the Bank at prices that are in line with the market. The purchase or sale then occurs at a fixed price agreed with the Bank (fixed-price transaction). There is no obligation for the Bank to enter into a transaction of this kind. For fixed-price transactions, the Bank offers an immediate price commitment for the securities during its usual trading hours, taking into account the market conditions and acknowledging all costs associated with this form of execution.

If no fixed-price transaction is agreed, instructions from the client are required with regard to the execution venue. The same applies if the client requests execution of the order as an over-the-counter commission-based transaction.

2.6 Investment fund shares

In general the purchase and sale of shares in UCITS funds or investment share companies and foreign UCITS investment funds is performed via IFSAM (International Fund Services & Asset Management S.A.). Pioneer and Structured Invest Funds are bought and sold via UniCredit Bank AG/Caceis.

Please note: If a trading venue offers trading access to units in an investment fund, then it is possible to buy and sell the units on that venue. In this case, the client will be informed by the Bank of the costs related to execution on such a venue on request.

2.7 Warrants

Orders in warrants are executed in a commission-based transaction. Orders to buy warrants are executed on the home exchange where the warrants in question have their primary listing. Orders to sell such products are executed at an exchange in the country where the depository is located, which may differ from the home exchange. Details are provided to the customer on request when the order is placed.

If a suitable exchange location cannot be identified, then the Bank may accept the order for OTC execution.

2.8 Certificates and structured bonds

The Bank is prepared to enter directly into purchases/sales of structured investment products of other issuers at prices that are in line with the market. These will be executed at a fixed-price transaction with the Bank. There is no obligation for the Bank to enter into a transaction of this kind. For fixed-price transactions, the Bank offers an immediate firm quote for these securities during its usual trading hours, taking into account the market situation and with disclosure of the associated costs execution of this transaction. Moreover, in this case the Bank performs

immediate full execution of the transaction.

If no fixed-price transaction can be arranged, the Bank will execute orders involving structured investment products listed on an appropriate exchange.

Orders to sell such securities are executed on an exchange in the country where the depository bank is located, which may differ from the home exchange. Details are provided to the client on request when the order is placed.

If a suitable exchange location cannot be identified, the Bank may accept the order for OTC execution. Orders for subscriptions of structured investment products are executed OTC vis-A-vis the issuer. Details are provided to the client on request when the order is placed.

2.9 Non-securitised financial instruments

This asset class includes options, futures/forward contracts, swaps and all other derivative contracts based on securities, currencies, interest rates or other derivative instruments, financial indices or benchmarks which are capable of delivery or cash settlement. This asset class also includes the same instruments when based on commodities that must be cash settled, or can be cash-settled on request by one of the parties, derivative instruments for the transfer of credit risk and contracts for difference (CEOs). All the above-mentioned instruments are deemed to belong to this asset class also when the underlying is based on climate variables, freight rates, emission allowances, inflation rates and other official economic statistics that must be cash-settled, or can be cash-settled on request by one of the parties and all other derivative contracts with reference to assets, rights, obligations, indices and benchmarks that have the characteristics of other financial derivatives. Distinctions are made according to whether these instruments are traded on one regulated market or a multilateral trading facility (MTF), whether clearing and settlement take place through recognised clearing houses and whether margin requirements apply.

2.9.1 Exchange-traded derivatives

Due to the different terms of financial futures contracts at the various futures exchanges, an exchange must be specified by the customer for this product group.

2.9.2 OTC derivative contracts and repo transactions

In addition to the futures contracts, options, swaps and other derivatives mentioned in subsection 2.9, these include repo and buy/sell-back transactions.

Such transactions are entered into force on an individual basis between the Bank and the client. An alternative execution venue is not available. The transaction is entered into directly with the Bank at pre-agreed terms. The Bank undertakes that the terms will be in line with the market.

3 Final provisions

Unless individual financial instruments clearly fall into a specific asset class, the client has to provide instructions regarding the venue on which they should be executed.

If due to public holidays, trading events or technical restrictions, the Bank cannot execute an order at the time it is placed on one of the trading venues stipulated in the Best Execution Policy, then the order can be executed on another execution venue, taking the client's best interests into account. If the execution venues selected by the Bank as appropriate alternatives are also unavailable, then client instructions regarding the execution venue are required.

If an order is received outside of the trading hours of the execution venue intended for the transaction in question, then it will be placed on that venue on the next trading day.

If the client wishes the order to be placed on the same day, then the client must provide instructions specifying a particular venue. The Bank will not switch the order to a different venue even if the order will not or cannot be executed on the selected execution venue over an extended period. For orders not executed immediately or on the first day on which they are valid, the Bank will manage the overall order process. If any capital measures are taken by the issuer that lead to the expiry of the order, the Bank will provide relevant information. The Bank has no further follow-up obligations, such as monitoring whether an order has already been executed. However, it will inform the customer of the status of the order on request.

Best Execution Policy is primarily supported by system technology. If technical support is temporarily unavailable, the Bank will determine a place of execution at its own discretion while taking the client's best interests into account.

The Best Execution Policy is reviewed regularly— at least once a year— and amended if necessary. Clients will be informed immediately of any significant changes to the Best Execution Policy by the appropriate means. The currently applicable version of the Best Execution Policy can be accessed on the Bank's website: www.unicreditint.lu

4 List of main execution venues

Please note that the bank reserves the right to make changes without notice:

- Xetra	Germany
- Euronext Paris	France
- London Stock Exchange	UK
- Borsa Italiana	Italy
- Euronext Amsterda,	Netherlands
- Euronext Lisbon	Portugal
- American Stock Exchange	USA
- NASDAQ	USA
- New York Stock Exchange	USA
- EuroTLX	Italy (Multilateral Trading Facility)
- Morgan Stanley	Intermediary
- KB Lux	Intermediary
- TASS Wertpapierhandelsbank GmbH	Intermediary
- Carl Kliem S.A.	Intermediary
- Redmayne-Bentley	Intermediary
- KCG Europe Ltd.	Intermediary
- Fineco Banca	Intermediary
- UniCredit Bank AG	Intermediary

CONFLICT OF INTEREST POLICY

September 2017

General rules on the handling of conflicts of interest

1 Introduction

Legal and regulatory obligations require UniCredit International Bank (Luxembourg) S.A. to have in place documented procedures for the handling of potential or actual conflicts of interest (hereunder referred to as “conflicts of interest”) and to ensure information on conflicts management is made available to each customer. Possible conflicts of interest may arise within

- Customer to bank relationships,
- Customer to customer relationships, and
- Customer to employee relationships.

The Bank follows a three-step approach to comply with its conflicts of interest obligations.

The first solution is to generally avoid conflicts of interest, where possible, within UniCredit International Bank (Luxembourg) S.A.

The second one, UniCredit International Bank (Luxembourg) S.A. undertakes organizational measures in order to avoid or manage potential conflicts of interest at the organizational level.

If these approaches do not prevent a potential conflict of interest, then this conflict is, in a third step, disclosed to the customer(s).

2 General Provisions

UniCredit International Bank (Luxembourg) S.A. follows a number of general rules to actively deal with conflicts of interest within the meaning of the above-mentioned three-step approach, with special attention given to the following:

- Compliance Guidelines on Securities Compliance
- Global Policy – Conflicts of Interest
- Global Operational Instructions – Conflicts of Interest

2.1 Compliance Guidelines and Policies

UniCredit International Bank (Luxembourg) S.A. has in place compliance guidelines that serve as introductions and organizational provisions for the prevention of insider dealing and market abuse.

Organizational measures include the conducting of correspondent trainings for the employees of UniCredit International Bank (Luxembourg) S.A., the creation of areas of confidentiality (“Chinese Walls”) and the maintenance of a watch-list. In addition, certain transactions or transactions of certain volumes may be prohibited for UniCredit International Bank (Luxembourg) S.A. or its employees and such transaction will be included on a restricted list.

Chinese Walls have been set up, for example, between departments that are dedicated to client trading and those departments undertaking trading on behalf of UniCredit International Bank (Luxembourg) S.A.

2.2 Compliance Guidelines for Research

UniCredit Group has internal guidelines and procedures for the disclosure of possible conflicts of interest when preparing research material, pursuant to current rules and regulations. Such disclosure is found in the disclaimer section of each research analysis. The Bank itself is not performing financial analysis (research).

2.3 Rules on Asset Advisory and Asset Management

Within the scope of MIFID, UniCredit International Bank (Luxembourg) S.A. launders an obligation to obtain minimum information from certain clients as far as this is not already available. This information includes knowledge and experience about securities transactions. As regards to asset advisory and asset management, additional information regarding a client's investment goals and financial situation is also usually required. It should be ensured that consultation and/or advisory-free transactions are performed in the interests of the customer.

2.4 Incentive Payments (Inducements)

In connection with the rendering of securities or ancillary securities services, UniCredit International Bank (Luxembourg) S.A. may not accept any benefits from third parties or grant these to third parties, who are not customer of this service, unless the benefit is intended to improve the quality of the service to be rendered to a customer. The incentive payment may not conflict with the proper rendering of the service in the interest of the customer and the existence, type and manner of its calculation, must be disclosed to the customer prior to the rendering of the securities service or ancillary securities service in a comprehensive, applicable and easy to understand manner.

These regulations are implemented on the part of UniCredit International Bank (Luxembourg) S.A. and incentive payments (benefits/inducements) within the meaning of the above-mentioned description are disclosed to the customer.

For further information on inducements as described above please also refer to the brochure "Basic information on Securities and Other Investments".

2.5 Execution Policy (Best Possible Execution of Customer Orders)

To ensure it routinely achieves the "best possible" result for its customers, UniCredit International Bank (Luxembourg) S.A. has developed and implemented an execution policy that determines how a customer's orders are executed.

2.6 Avoiding Conflicts with the Personal Interests of Employees

In order to avoid conflicts with employee personal interests, there are internal guidelines for UniCredit International Bank (Luxembourg) S.A. employees that deal with personal account transactions. The employees are also under the obligation to comply with the regulations concerning the publication of insider dealing and market abuse (Law of 5 April 1993 on the financial sector, as amended; Regulation (EU) No 596/2014 on market abuse) as well as the Grand-ducal Regulation of 13 July 2007 relating to organizational requirements and rules of conduct in the financial sector regarding personal account transactions.

Persons who are authorized to make material entrepreneurial decisions, e.g. members of the Management Board, are subject to the legal regulations of Director's Dealing. The Bank has implemented special procedures for personal account dealings of these kinds of employees.

3 Special Provisions

3.1 Bank Interests

3.1.1 Representation on Company Boards

To assist with identifying and managing conflicts, there are internal rules and a formal internal approval process in case a UniCredit International Bank (Luxembourg) S.A. board member or employee requests to become a member of non- UniCredit International Bank (Luxembourg) S.A. board or follows other outside business interests. Such individuals may also be prohibited from dealing with certain departments (e.g. research analysis, proprietary trading).

3.1.2 UniCredit International Bank (Luxembourg) S.A. Holdings of Shares in Other Companies

UniCredit International Bank (Luxembourg) S.A. has in place rules with regard to UniCredit International Bank (Luxembourg) S.A. ownership of shares in other companies in order to avoid conflicts of interest.

3.1.3 Investment Banking

Within the scope of investment banking, conflicts of interest may occur where UniCredit International Bank (Luxembourg) S.A. is mandated by one customer (e.g. a buyer in a takeover) with conflicting business interests to another potential or actual customer (e.g. a target in a takeover).

UniCredit International Bank (Luxembourg) S.A. has implemented management processes with the aim of identifying and dealing with such conflicts.

3.1.4 Customer Trading and Proprietary Trading

Conflicts of interest can occur with regards to customer trading and proprietary trading. UniCredit International Bank (Luxembourg) S.A. has in place guidelines dealing with customer order priority. From an organizational point of view, customer trading and proprietary trading are separate and segregated areas of confidentiality.

Furthermore, an Execution Policy has been defined and its implementation ensured so that orders are always executed in the best interest of the customer (see 2.4 above).

3.1.5 Financial asset management

The following rules have been made in order to avoid conflicts of interest within the scope of asset management:

1) Execution policy has been defined and implemented in order to regularly achieve the best possible execution outcome for clients (see 2.5 above).

2) Calculation modalities of the order execution have been clarified within the scope of the contractual agreement with the customer. Allocation policy is defined within the scope of a customer relationship. Such policy deals with bulk order versus partial execution matters and how costs are distributed where partial execution occurs.

3) By adhering to the rules of asset advisory, the customer interests are chiefly taken into consideration. This especially includes the Guidelines regarding the conflict of interest-free elaboration and implementation of sales targets. This is also secured by the establishment of New-Product-Committees and set-up of a sales controlling aggregated on branch level. Monitoring of the conflict-free elaboration and implementation of sales targets are done by Compliance via individual activities and consulting, e.g. in course of involvement in the establishment of the annual strategy, in the New-Product-Committees, in remuneration committees and review of customer information and work instructions.

3.1.6 Credit Financed Transactions in Financial Instruments

Conflicts during the issuance of financing in connection with transactions in financial instruments are prevented through legal provisions (Basel II, lending limits, depositing of securities) and internal provisions.

3.1.7 Proprietary Trading and Investment Banking

It is ensured that there is a strict segregation between proprietary trading and investment banking (including investment banking sales).

INFORMATION ON INDUCEMENTS

September 2017

In connection with the execution of securities transactions, cash payments or other non-monetary benefits in e.g. form of technical support, informational materials, training measures or product or client-related marketing campaigns may be made or granted on a regular basis by third parties to the bank. Examples of cash payments include compensation paid by an investment company in conjunction with the sale of investment funds (see brochure “Basic Information on Securities and Other Investments”, Part B, Section 6.3.3) as well as compensation paid by issuers in conjunction with the sale of certificates (cp. brochure “Basic Information on Securities and Other Investments”, Part B, Section 4.1.5) or bonds. In addition, compensation payments by brokers or foreign orders directed to them by the bank, or by exchanges or clearing organizations, are not unusual at the international level.

For further information about the type and scope of individual payments, please ask your advisor or contact us on our website www.unicreditint.lu.