

Distance selling information and revocation policy

BG & Partner AG (hereinafter referred to as the “**Company**” or “**BGP**”) provides the Client with the following information in connection with the conclusion of distance contracts for financial services and the corresponding rights of withdrawal in good time before the service agreement is concluded:

1. General information

Name: BG & Partner AG

Address for service: Industriestrasse 56, 9491 Ruggell, Liechtenstein

Legal Representatives: Jens Brunke and Teresa Pirkel (Members of the Executive Board)

Information on entry in the public company register: BG & Partner AG is registered in the Commercial Register of the Principality of Liechtenstein with the registration number FL-0002.731.812-1.

Main business activity: In connection with this agreement, BG & Partner AG exclusively provides account brokerage services as well as general, purely technical and application-related services in connection with the trading platform for the client. In this context, no asset management services are provided in accordance with the Asset Management Act (*Vermögensverwaltungsgesetz - VVG*).

Competent supervisory authority: Financial Market Authority Liechtenstein («Finanzmarktaufsicht Liechtenstein“ (FMA)), Landstrasse 109, 9490 Vaduz, Liechtenstein

2. Informationen about the service

2.1. Key features of the service

In connection with this agreement, BG & Partner AG exclusively arranges the opening of accounts and securities accounts with Interactive Brokers Ireland Limited, North Dock One, 91/92 North Wall Quay, Dublin 1 D01 H7V7, Ireland (hereinafter "IBKR"). In addition to Introducing Brokerage, BGP provides general, purely technical and application-related services in connection with the trading platform at IBKR. This relates in particular to technical support in the event of problems with the trading platform, training in connection with the operation of the trading platform and a support service for technical problems of all kinds.

In this context, no asset management services are provided in accordance with the Asset Management Act (*Vermögensverwaltungsgesetz - VVG*).

2.2. Risk notice

The account opened with IBKR as part of the service agreement enables the Client to carry out transactions relating to financial instruments which, due to their specific characteristics or the transactions to be carried out, are subject to specific risks or whose prices are subject to fluctuations on the financial market over which the Company has no influence. In particular, the following risks should be mentioned here: Exchange rate risk, risk of falling unit prices, interest rate risk and credit risk (default risk or insolvency risk of the issuer, total loss risk). Income generated in the past (e.g. interest, dividends) and increases in value achieved are not an indicator of future income or increases in value. Detailed information can be found in the brochure of the Liechtenstein Bankers Association on Risks in Securities Trading and additional risk information published on the webpage of the Company.

2.3. Price of the service

The Company receives ongoing remuneration for arranging the opening of accounts with IBKR and for its additional technical services as follows:

BGP receives a share of the trading fees charged by IBKR to the Client for each purchase, sale, exchange or other trade of a financial instrument. In addition, BGP may also receive interest payments applicable to the Client's cash balances. The pricing of trading fees and interest payments are shown in the price list, published on the Optimtrader website.

2.4. Additional costs and possible further taxes and costs to be paid by the Client

Additional fees may be charged from IBKR. These can be found in IBKR's list of prices and services.

Income from securities is generally subject to tax. The same applies in principle to gains from the acquisition, sale and other disposal of securities. Depending on the applicable tax law (domestic or foreign), capital gains, withholding and/or other taxes may be payable on the payment of income or sale proceeds. Some of these are paid directly by IBKR to the relevant tax authority and reduce the profit paid out to the client. BGP does not pay any taxes for the Client.

2.5. Validity period of the information provided

The information provided by the Company is generally valid indefinitely. However, additions, adjustments and other changes are possible at any time in accordance with the applicable contractual provisions.

2.6. Details regarding payment and fulfillment

The service agreement is deemed to have been fulfilled as soon as BGP submits the forms completed by the client, including the attached documents, to IBKR.

The remuneration to BGP is paid directly by IBKR from the trading fees received and corresponding interest payments.

3. Information on the distance contract**3.1. Conclusion of the service agreement in distance selling**

A contract for the services listed by BGP shall be concluded between the customer and BGP as soon as BGP has checked the forms completed by the customer, together with the attached documents for the brokerage of an account relationship and the provision of further services, and has forwarded the information contained therein to IBKR for the opening of the account. BGP is not obliged to broker the account opening requested by the Client to IBKR.

The Client explicitly agrees that BGP may commence performance of the contract before the 14-day withdrawal period has expired.

3.2. Right of revocation in accordance with Art. 8 of the Remote Financial Services Act (FernFinanzdienstleistungs-Gesetzes - FernFinG)

In accordance with Art. 8 FernFinG, the consumer may withdraw from the contract or his contractual declaration within 14 days without giving reasons. The 14-day withdrawal period begins on the day the contract is concluded. To meet the withdrawal deadline, it is sufficient for the consumer to declare the withdrawal in

writing or in text form or on another durable medium available and accessible to the Company and for this declaration to be sent before the deadline expires.

The declaration of withdrawal (revocation) must be sent to:

BG & Partner AG
Industriestrasse 56
9491 Ruggell
Liechtenstein
E-Mail: trader@bgpartner.li

If the consumer exercises his right of withdrawal (right of revocation) within the deadline, the consumer must pay the Company the remuneration for the service already provided in accordance with the contract in proportion to the ratio of this to the total scope of the contractually agreed service.

If the consumer does not exercise his right of withdrawal (right of revocation) in due time, he shall be bound by the contract in accordance with all applicable provisions of the Company. Withdrawal (revocation) is not possible for financial services whose price is subject to fluctuations on the financial market over which the Company has no influence, in particular with regard to foreign exchange, money market instruments, tradable securities (securities) and so on.

3.3. Minimum term of the contract

There is no minimum term of the contract.

3.4. Contractual terms of termination

A termination by the Client or the Company is possibly at any time subject to a notice period of 14 days. A termination by both parties must be in writing. The customer's declaration of termination, including a handwritten signature, must be sent to the following e-mail address: trader@bgpartner.li.

3.5. Law on which the Company bases the establishment of relations with the consumer prior to the conclusion of the contract

The establishment of relations with the consumer prior to the conclusion of the contract, the contract as well as the entire business relationship shall be governed by the law of the Principality of Liechtenstein.

3.6. Applicable law and place of jurisdiction

This Agreement is governed by Liechtenstein law. The place of fulfilment and the place of jurisdiction is Vaduz. The Company is however also at liberty to assert its rights at the place of residence of the Client or before any other competent court.

3.7. Languages

The languages in which the Client can communicate with the Company and receive documents and information include German and English. Only the version of the Client contract in German or English is legally binding.

3.8. Information on legal remedies

Out-of-court arbitration board:
Dr. Peter Wolff, Attorney at law,
Landstrasse 60
Postfach 343
9490 Vaduz
Liechtenstein

Telephone + 423 220 20 00
Fax + 423 220 20 01
E-Mail info@schlichtungsstelle.li

Clients of the Company can address their inquiries to the neutral arbitration board verbally or in writing without any further requirements. The arbitration board will then inform clients whether and under what further conditions it will intervene. Clients and the Company have the right to take ordinary legal action at any time.

Right of revocation

Section 1

Right of revocation

You may revoke your contractual declaration within 14 days without stating reasons by means of a clear declaration. The period begins after conclusion of the contract and after you have received the contractual provisions, including the General Terms and Conditions, as well as all the information listed below under Section 2 on a durable medium (e.g. letter, e-mail). To meet the cancellation deadline, it is sufficient to send the revocation in good time if the declaration is made on a durable data medium. The revocation is to be addressed to:

BG & Partner AG
 Industriestrasse 56
 9491 Ruggell
 Liechtenstein
 E-Mail: trader@bgpartner.li

Section 2

Information required for the start of the revocation period

The information referred to in Section 1 Sentence 2 shall include the following:

a) about the entrepreneur:

1. Name (company name) and main business activity of the entrepreneur, the address of his place of business and any other address relevant to the business relationship between the contracting parties;
2. name (company name) of any representative of the trader based in the country in which the consumer is domiciled and the address relevant to the business relationship between the consumer and this representative;
3. if the consumer is to have a business relationship with a person other than the entrepreneur, the name (company name) of this person, the capacity in which it acts in relation to the consumer and the address that is relevant to the business relationship between the consumer and this person;
4. if the entrepreneur is entered in the commercial register or a comparable foreign public register, the number in the commercial register or the comparable foreign public register or an equivalent identifier used in these registers;
5. if a license is required for the entrepreneur's activity, the name and address of the competent supervisory authority;

b) about the financial service:

1. a description of the essential characteristics of the financial service;
2. the total price that the consumer owes the entrepreneur for the financial service, including all associated commissions, fees and charges and all taxes paid via the entrepreneur, or, if no exact price can be given, the basis for its calculation, which enables the consumer to check the price;
3. where applicable, an indication that the financial service relates to financial instruments which, due to their specific characteristics or the transactions to be carried out, are subject to special risks or whose price is subject to fluctuations on the financial market over which the entrepreneur has no influence, as well as an indication that past income is not an indicator of future income;
4. a reference to any other taxes or costs that are not paid via or invoiced by the entrepreneur;
5. any limitation of the period during which the information provided is valid;
6. details regarding payment and fulfillment; and
7. any special additional costs that the consumer has to bear for the use of the means of distance communication, if such additional costs are charged;

c) about the distance contract:

1. the existence or non-existence of a right of withdrawal in accordance with Art. 8, the withdrawal period and modalities for exercising it, including the amount that the consumer may have to pay in accordance with Art. 12, as well as the consequences of not exercising the right;
2. the minimum term of the contract if it involves the provision of a permanent or regularly recurring financial service;
3. details of the parties' right to terminate the contract under the terms of the contract, including any penalties or other charges imposed in such a case;
4. practical information on exercising the right of withdrawal, including the address to which the declaration of withdrawal should be sent;
5. the law on which the entrepreneur bases the establishment of relations with the consumer prior to the conclusion of the contract;
6. intended contractual agreements on the law applicable to the contract and on jurisdiction; and
7. information on the languages in which the information and contractual conditions are communicated, as well as the languages the trader promises to use for communication with the consumer with the consumer's consent during the term of the contract;

d) about legal remedies:

1. information on the consumer's access to out-of-court complaint or arbitration procedures, and the conditions for such access; and
2. Information on the existence of a guarantee fund or other compensation schemes that are not covered by the Deposit Guarantee and Investor Compensation Act (Einlagensicherungs- und Anlegerentschädigungsgesetz).

Section 3

Consequences of revocation

In the event of an effective revocation, the services received by both parties shall be returned. You shall be obligated to pay compensation for the value of the service rendered up to the time of revocation if you were informed of this legal consequence prior to submitting your contractual declaration and have expressly agreed that the execution of the consideration could be started before the end of the revocation period. If there is an obligation to pay compensation for lost value, this may mean that you must fulfil the contractual payment obligations for the period until the revocation. Your right of revocation shall expire prematurely if the contract has been completely fulfilled by both parties at your express request before you have exercised your right of revocation. Obligations to refund payments must be fulfilled within 30 days. The period begins for you with the dispatch of your revocation declaration, for us with its receipt.

End of the revocation instruction