DXA Capital Investment Services S.A.

Client Asset Protection Policy

1.1. INTRODUCTION

By this document, DXA Capital Investment Services SA ("Finnso") provides to you information regarding the measures that it has implemented in order to comply with the requirements to protect the assets that it holds on behalf of its clients, in the context of providing investment and ancillary services to its them, in accordance with the applicable legal and regulatory framework. You are advised to read this document so that you can make an informed decision about whether to invest through Finnso.

1.2. REGULATORY FRAMEWORK

For the above purpose, FINNSO has established and applies measures and procedures for the protection of its clients' assets pursuant to, and in compliance with the requirements of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU ("MiFID II"), the Greek Law no 4514/2018 regarding the provision of investment services, the exercise of investment activities and the operation of regulated markets which transposed MiFID II into Greek legislation and Delegated Directive (EU) 2017/593 as transposed in Greece Resolution 1/808/7.2.2018 of the Hellenic Capital Market Commission (HCMC).

1.3. SCOPE AND FUNCTION OF THE CONFLICTS OF THE CLIENT PROTECTION MEASURES

In the context of the Applicable Regulations, Finnso is required, when holding financial instruments belonging to clients, to make adequate arrangements to safeguard the ownership rights of clients, especially in the event of its insolvency, and to prevent the use of a client's financial instruments on own account.

In addition, Finnso has an obligation, when holding funds belonging to clients, to make adequate arrangements to safeguard the rights of clients and prevent the use of client funds for its own account. The client assets protection rules do not relate to the increase or decrease in the value of an investment.

2. CONTENT OF THE MEASURES

In compliance with the above obligations, as further specified in Resolution 1/808/7.2.2018 of the HCMC, Finnso applies the following measures for the protection of your financial instruments and funds.

Segregation

Finnso keeps records and accounts enabling it at any time and without delay to distinguish assets held for one client from assets held for any other client and from its own assets.

Accuracy of records

Finnso maintains its records and accounts in a way that ensures their accuracy, and in particular their correspondence to the financial instruments and funds held for clients and that they may be used as an audit trail. Finnso applies arrangements to ensure that it is at all times in a position to identify the beneficiaries of the amounts and financial instruments held in pooled accounts with third parties and the amount / quantity allocated to each customer in order to be able to contribute to the protection of the rights of its clients in the event of its insolvency or insolvency of the third party, by providing the necessary information to the competent authorities if necessary.

Reconciliation

Finnso conducts, on a regular basis, reconciliations between its internal accounts and records and those of any third parties (partnered depository institutions) by whom clients' assets are held in order to confirm their reconciliation.

Third party accounts

Finnso takes the necessary steps to ensure that any client financial instruments deposited with a third party are identifiable separately from the financial instruments belonging to Finnso and from financial instruments belonging to that third party, by means of differently titled accounts on the books of the third party or other equivalent measures that achieve the same level of protection.

Client funds deposit

Finnso holds client money in bank accounts, held with credit institutions (depositaries) operating within the European Union or, when necessary to support the clearing and settlement of clients' transactions, outside the European Union. The above accounts are identified separately from any accounts used to hold funds belonging to Finnso and Finnso notifies the relevant credit institutions that the said accounts are used for depositing clients' money.

It is understood that the Company may keep merchant accounts in its name with payment services providers used to settle payment transactions of its clients. However, it is clarified that such merchant accounts are not used for the safekeeping of client money but only to effect settlements of payment transactions.

The Company is not liable to its Clients for the defective fulfillment or, in general, for the non-fulfillment of the obligations of the collaborating Depositaries, where its Client's assets are deposited, directly or indirectly, through individual or collective accounts (omnibus accounts),

including the case of their insolvency, liable only for its fault, in terms of the selection of the cooperating Depositary, since the selection is made by it.

The operation of Depositaries under a supervision regime in a member state of the European Union or in another state that provides for an equivalent supervision system in response to EU specifications, excludes the existence of fault on the part of the Company, unless it specifically knew that the cooperating Depositary was going to fall into permanent default and insolvency status. In addition, we declare that the Company is not responsible for any faults of the bodies and executives/ assistants of the collaborating Depositaries.

Placement of Client funds in a recognized asset management fund

The placement of a Clients' funds by the Company in a recognized asset management Fund presupposes in any case the receipt of the (previous) express consent of the Client for this purpose. Before obtaining the aforementioned consent of the Client, the Company informs him that the assets placed in the recognized asset management Fund will not be held in accordance with the requirements for safeguarding the Clients' funds, which are defined in decision no. 1/808/07.02.2018 of the Hellenic Capital Market Commission and the delegated directive (EU) 2017/593. In order to ensure the fulfillment of the above requirements, the Company provides the above information to the Client and obtains his express consent, if the Client chooses to grant it, among other things, in writing, through a special information field and a declaration of consent in the written contract for the provision of investment services that enters into with the Customer.

Keeping of omnibus accounts

It is understood that the Company may hold the Client’s money and the money of other Clients in the same account (omnibus account).

In this case, the Company ensures that the following conditions are met during the operation of the accounts in question:

(a) There is complete separation between the positions of the Company and the positions of the Clients.

Procedures and mechanisms exist and are operated that ensure the separation and the personalization for each Client.When we maintain bank accounts in countries out of the EU, the legal and regulatory regime applying to banks may be different from the legal and regulatory regime in the European Union and Greece, and in the event of the insolvency or any other analogous proceedings in relation to that bank or person, clients’ assets money may be treated differently from the treatment which would apply in the European Union.

The Company takes the necessary steps and exercises the necessary due skill, care, and diligence in the selection and appointment of the institutions that are used for the safekeeping of the clients' funds. The Company takes into account the expertise and market reputation of such institutions with the view of ensuring the protection of client’s rights, as well as any legal or regulatory requirements or market practices related to holding of client money that could adversely affect clients’ rights.

The Company also performs periodic reviews and assessments of the institutions that it maintains its clients' accounts with. However, the Company may not be held responsible and/or liable for the solvency, acts, or omissions of any third party referred to in this paragraph.

Risks of maintaining Collective (omnibus) Accounts

We draw your attention to the risks associated with maintaining your Account in Collective Accounts, which have as follows:

- Risk of forfeiture

The Collective Account held at the partnered Depositary is not subject to confiscation. However, seizure of your assets is possible based on their breakdown by Client as effected by the Company's records and accounts.

- Risk of insolvency of the Company

In the event of the Company's insolvency, as long as an effective separation of your assets has been carried out, and these are kept in a partnered Depositary, you are protected. In this context, you will receive your assets included in the collective account, as long as they are sufficient to satisfy all the beneficiaries of the account. Your attention must be drawn to the fact that the protection provided as above is - in practice - more difficult in relation to the corresponding protection for individual accounts, given that the measure of satisfaction of each customer is found and proven based on the Company's records and entries in its electronic records.

- Risk of damage due to shortfall / loss of your securities

This is the risk that arises when the balance of the Company's collective account with the partnered Depositary is not sufficient to satisfy all the beneficiaries of the assets held in it collectively. This weakness can arise from various causes, such as e.g. administrative error, insolvency of the Company or the partnered Depositary, etc.

- Legal Risk

In the event that the partnered Depositary has its headquarters or maintains its accounts abroad, the safekeeping of the assets is governed by the relevant foreign legislation, and your rights may differ from those you have under Greek legislation on a case-by-case basis.

Third-party rights over Client assets

Any security, right of lien or right of set-off on the Client's financial instruments or funds that allow third parties to dispose of the Client's financial instruments or funds, for the collection of debts unrelated to the Client or the provision of services to the Client (hereinafter jointly " Rights of Third Parties"), are not permitted, unless required by applicable law in a third country jurisdiction in which the Client's funds or financial instruments are held.

3. AUDIT AND COMPLIANCE MONITORING

The client asset procedures and controls are subject to audit by Finnso internal audit function, as well as (periodically) by its external auditors.

The Company has appointed a Financial Instruments Custody and Management Officer in order to ensure its compliance with the obligations for the protection of financial instruments and client funds.

In addition, the Compliance Department reviews the implementation of client asset procedures as part of the compliance monitoring programme.

Organizational Arrangements

The Company maintains adequate organizational arrangements aim at minimizing the risk of the loss or diminution of client assets, or of rights in connection with those assets, as a result of misuse of the assets, fraud, poor administration, inadequate record-keeping or negligence.

It is however stressed that, while the purpose of the client assets protection rules is to safeguard the client assets held by investment firms, it can never fully eliminate all risks relating to client assets, such as fraud, negligence, etc.

Cooperation with financial institutions' insolvency and liquidation authorities

Under article 2 par. 5 of Resolution 1/808/7.2.2018 of the HCMC, Finnso is under an obligation to make information pertaining to clients' financial instruments and funds readily available to the HCMC, to appointed insolvency practitioners and those responsible for the resolution of bankrupt institutions, when served with the relevant request.

In particular as regards funds deposited in Greek credit institutions, Finnso is under the obligation to provide information on the end clients to which belong the amounts deposited

in the said accounts to the Greek Deposit Guarantee and Investment Fund, for the purpose of ensuring that the beneficiaries of the relevant amounts will benefit from the guarantee provided by the said guarantee fund in the event of insolvency of the financial institution. To this end, and for the identification of the final beneficiaries of each specific client money bank account, Finnso applies the "pro rata" principle, whereby it allocates to its clients depositing money to Greek credit institutions for transactions in financial instruments that are listed on Greek markets, the cash balances of each account client relationship held by a credit institution on the basis of the proportion of each client's credit balance on the total client funds held by Finnso.

Use of clients' assets

Finnso does not use clients' assets for its own account. Accounts maintained with institutions for the purpose of depositing funds belonging to Clients are denoted as clients' accounts to ensure that are sufficiently distinguished from any of the Company's own accounts.

Comprehensive Information as provided to Clients about the custody of financial instruments or funds

As detailed above, the Company, when it holds financial instruments or funds of Clients, will provide its Retail Clients or potential clients, whose funds it holds or intends to hold, with the information specified below:

a) Information when Client's financial instruments or funds may be held on behalf of the Company by a third party (depositary), as well as of the Company's responsibility for any acts or omissions of that third party and the consequences of any insolvency of the third party for the Client,

b) Information when Client's financial instruments are held by a third party in a collective account (omnibus) and clear warning of the risks involved;

c) Information when it is not possible to separate Client's financial instruments held by a third party from the proprietary financial instruments of that third party or the Company and clear warning of the risks involved.

d) If the accounts, in which financial instruments or funds of an existing or potential Client are kept, are or may be subject to legislation or jurisdiction other than that of an EU member state, the Company informs the Client in question of this fact and states that the Client's rights in relation to such financial instruments or funds may vary accordingly.

e) Information on the existence and terms of any right in rem or security that the Company or any Depositary has or may have over its financial instruments or funds, or about any rights of set-off relating to the instruments or funds in question.

Periodic Information Statements of Financial instruments or funds

If the Company holds financial instruments or funds of its Clients, it will send them, at least on a quarterly basis, a statement in a fixed medium of those instruments and funds, unless such a statement has been provided in another periodic statement. At the Customer's request, this status is most often provided at commercial cost. The information below will include:

[1] Details of all financial instruments or funds held by the Company on behalf of the Client at the end of the period covered by the statement,

[2] The extent to which the Client's financial instruments or funds were subject to securities financing transactions (SFTs);

[3] Any benefit to the Client as a result of his participation in any securities financing transaction and the basis on which that benefit has been calculated

[4] the market value or, when not available, the estimated value of the financial instruments included in the statement, with a clear indication of the fact that the lack of a market value is likely to be indicative of illiquidity. The estimated value is calculated by the Company with the utmost care.

In cases where a Client's portfolio includes the proceeds of one or more unsettled trades, the information listed in the item will be based on either the trade date or the settlement date, and all information included in the statement will be applied the same basis of reference.

The above periodic statement of the Client's assets is **not provided** when the Company provides its Clients with access to an online system, which is considered a fixed instrument and in which the Clients can easily gain access to updated statements of financial instruments or their funds and the Company has evidence that the Customer has accessed the situation in question at least once during the relevant quarter.

As long as the Company holds the Client's financial instruments or funds and provides that Client with a portfolio management service, they may include the Client's reported statement of assets in the periodic statement they provide to the same Client in the context of portfolio management.

The information requirements that apply to reports submitted to private and professional Clients based on Law 4514/2018 (Directive 2014/65/EU – MiFID II) also apply to eligible counterparties, unless the Company has entered into a relevant agreement with the due eligible counterparties, in order to determine the content and time of submission of the reports.

4. POLICY REVIEW

The Compliance Department is responsible for assessing this Policy at regular intervals, at least annually, to determine whether and how the Policy should be revised to achieve its objectives more effectively and to take appropriate measures to address any weaknesses.