



*PRE-CONTRACTUAL INFORMATION
GENERAL INFORMATION ABOUT INVESTMENT
SERVICES*



CONTENTS

1. INTRODUCTION	2
2. THE BANK	3
3. TRANSACTION TERMS WHEN PROVIDING INVESTMENT SERVICES	3
4. DEFINITIONS.....	4
5. INVESTMENT SERVICES PROVIDED.....	5
6. FINANCIAL INSTRUMENTS AND OTHER PRODUCTS	5
7. CATEGORISATION OF CLIENTS	6
(i) Retail client.....	6
(ii) Professional client.....	7
(iii) Eligible counterparty client.....	7
(iv) Right to change categorisation – Criteria	7
8. TARGET MARKET	8
9. EVALUATION OF THE COMPATIBILITY OF THE INVESTMENT SERVICE OR FINANCIAL INSTRUMENT PROVIDED	9
10. INFORMATION AND RISKS RELATING TO FINANCIAL INSTRUMENTS	10
11. EXECUTION POLICY.....	10
12. SAFEKEEPING AND CUSTODIANSHIP OF FINANCIAL INSTRUMENTS	10
13. CHARGES AND INDUCEMENTS.....	11
14. PROVISION OF INFORMATION TO CLIENTS	13
15. CONFLICTS OF INTEREST	13
16. COMMUNICATION	13
17. RECORD-KEEPING	14
18. INSURANCE COVERAGE / INVESTOR COMPENSATION	14
19. COMPLAINTS	15
20. ANNEX I.....	17
21. ANNEX II.....	18



1. INTRODUCTION

This document contains general information about the investment and ancillary services provided to existing and potential investors by AEGEAN BALTIC BANK S.A., whose registered offices are in Maroussi at 91 Megalou Alexandrou str. and 25th Martiou str., General Commercial Register No. 004918201000, Tax Reg. No. 099937684 / Athens FAE Tax Office (hereinafter the “Bank”) in accordance with Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on Markets in Financial Instruments (hereinafter “MiFID II”) which was transposed into Greek law by Law 4514/2018.

The Bank complies with Law 4514/2018, Regulation (EU) No 600/2014 on Markets in Financial Instruments (MiFIR) and the Delegated European Regulations issued pursuant thereto, as well as the relevant decisions and guidelines of the supervisory authorities.

The Bank endeavours to provide any further information which clients may request, other than that provided in this form, provided that it is at its disposal and that the provision of such information is permitted by the relevant legislation.

The Bank will only inform its clients about major changes to the content of this information document, which is not considered a contract under any circumstances.

The investment and ancillary services provided and the financial instruments in which transactions are entered into, and the specific terms governing the provision of specific investment and ancillary services are specifically outlined in the investment services agreement signed by the Bank and the client.

Before signing the investment services agreement the client must have examined and understood the information in this information document relating to the investment and ancillary services provided, which are also available as in force, on the Bank’s website www.aegeanbalticbank.com and is invited to sign proof of receipt and acceptance of the content of this information document.

Depending on the products and/or services chosen by the client, the Bank may provide additional information to or request such information from the client.



2. THE BANK

The Bank, whose contact details are shown in the table below, is under the supervision of the Bank of Greece (Credit System Supervision Division) and the Hellenic Capital Market Commission in relation to the provision of investment services. Their contact details are also shown in the table below.

Company concerned and its contact details	Supervisory authorities and their contact details
<p>AEGEAN BALTIC BANK S.A.</p> <p><u>Trading as:</u> ABBank</p> <p><u>Registered offices:</u> 91 Megalou Alexandrou str. & 25th Martiou str., Maroussi 151 24</p> <p><u>Contact Tel. No.:</u> +30 210 6234-110</p> <p><u>Website:</u> www.aegeanbalticbank.com</p>	<p>BANK OF GREECE 21 El. Venizelou str., 102 50 Athens Tel.: (+30) 210 3201 111, Fax: +30 210 3232 239, +30 210 3232 816 website: www.bankofgreece.gr</p> <p>HELLENIC CAPITAL MARKET COMMISSION 1 Kolokotroni str. & Stadiou Ave., 105 62, Athens Tel.: (+30) 210 3377 100 Fax: +30 210 3377 205 website: www.hcmc.gr Citizen reception desk: Contact: Ms. P. Asimakopoulou Contact Tel. No.: +30 210 3377 297</p>

3. TRANSACTION TERMS WHEN PROVIDING INVESTMENT SERVICES

Transactions between the Bank and its clients relating to the provision of investment services are governed by the terms set out in detail in the individual agreements for the investment services provided in each case and the Bank's General Terms and Conditions. This document provides additional information to Bank clients who receive or intend to receive investment services.

Where there is a difference between the General Terms and Conditions and the contractual terms for the provision of investment services under the said special agreements, the latter take precedence.



4. DEFINITIONS

This text follows the definitions in Law 4514/2018 and the Directive it incorporates. For easy reference, below are some definitions used for the purpose of this information document:

- **Fee or commission from/to third party (inducement):** Any fee or commission which may be collected or paid and any non-monetary benefit which the Bank may provide to or accept from any party, other than the client or a person on the client's behalf, in relation to the provision of investment or ancillary services provided that it: a) has been designed to improve the quality of service to the client and b) does not prevent the Bank from complying with its obligation to act in an honest, impartial and professional manner in accordance with the client's interests.
- **Dealing on own account:** Trading using own funds which leads to the conclusion of transactions in one or more financial instruments.
- **Execution of orders on behalf of clients:** Brokering the conclusion of agreements to buy or sell one or more financial instruments on behalf of clients. This includes entering into agreements to sell financial instruments issued by an investment firm or credit institution at the time of issue.
- **Professional client:** A client who meets the criteria laid down in **Annex II** hereof on Professional Clients.
- **Eligible Counterparties:** A Client who meets the criteria laid down in **Annex II** hereof on Eligible Counterparties.
- **Retail client:** A natural or legal person who is not a Professional Client.
- **Money market instruments:** Those classes of instruments which are usually traded on the money market, such as treasury bills, certificates of deposit and commercial papers, excluding instruments of payment.
- **Organised Trading Facility (OTF):** A multilateral system which is not a regulated market or an MTF and in which multiple third-party buying and selling interests in bonds, structured finance products, emission allowances or derivatives are able to interact in the system in a way that results in a contract in accordance with Title II of MiFID II.
- **Client:** Any natural or legal person to whom investment or ancillary services are provided in accordance with the specific provisions of the investment service agreements signed with each Covered Company.
- **Multilateral system:** Any system or mechanism where several third party buying and selling interests in financial instruments can interact on the system.
- **Multilateral Trading Facility (MTF):** A multilateral system, operated by an investment firm or a market operator, which brings together multiple third-party buying and selling interests in financial instruments – in the system and in accordance with non-discretionary rules – in a way that results in a contract in accordance with Title II of MiFID.



- **Regulated market:** A multilateral system operated and/or managed by a market operator, which brings together or facilitates the bringing together of multiple third-party buying and selling interests in financial instruments – in the system and in accordance with its non-discretionary rules – in a way that results in a contract, in respect of the financial instruments admitted to trading under its rules and/or systems, and which is authorised and functions regularly and in accordance with Title III of MiFID II.
- **Tied agent:** A natural or legal person who, under the full and unconditional responsibility of only one investment firm on whose behalf it acts, promotes investment and/or ancillary services to clients or prospective clients, receives and transmits instructions or orders from the client in respect of investment services or financial instruments, places financial instruments or provides advice to clients or prospective clients in respect of those financial instruments or services.
- **Trading venue:** A regulated market, MTF or OTF.
- **Financial instruments:** The instruments specified below in section 6 "*Financial instruments and other products*"

5. INVESTMENT SERVICES PROVIDED

The main investment and ancillary services currently provided by the Bank are set out in detail in [Annex I](#) of this information document.

6. FINANCIAL INSTRUMENTS AND OTHER PRODUCTS

The financial instruments and products on which investment and ancillary services may be offered (hereinafter "Financial Instruments") are as follows:

- Transferable securities;
- Money-market instruments;
- Units in collective investment undertakings;
- Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, emission allowances or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash;
- Options, futures, swaps, forwards and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties other than by reason of default or other termination event;
- Options, futures, swaps, and any other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market, a MTF, or an OTF, except for wholesale energy products traded on an OTF that must be physically settled;
- Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned and not being for commercial purposes, which have the characteristics of other derivative financial instruments;
- Derivative instruments for the transfer of credit risk;
- Financial contracts for differences;
- Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties other than by reason of



default or other termination event, as well as any other derivative contracts relating to assets, rights, obligations, indices and measures not otherwise mentioned in this Section, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded on a regulated market, OTF, or an MTF;

- Emission allowances consisting of any units recognised for compliance with the requirements of Directive 2003/87/EC (Emissions Trading Scheme).
- structured deposits: a deposit as defined in the legislation (Article 3(1)(20) of Law 4370/2016 and Article 2(1)(3) of Directive 2014/49/EU) which is fully repayable on the maturity date under conditions under which any interest or other returns are paid or exposed to risk in accordance with a formula which includes factors such as: a) an index or combination of indices, excluding variable rate deposits whose return is directly linked to an interest rate index such as EURIBOR; b) a financial instrument or combination of financial instruments; c) a commodity or combination of commodities or other material or non-material non-fungible assets; or d) an exchange rate or combination of exchange rates.

Before providing the said investment or ancillary services as appropriate, the Bank shall check the compatibility of the services and financial instruments provided in accordance with the provisions below.

7. CATEGORISATION OF CLIENTS

The Bank categorises its clients into three classes depending on the criteria laid down in Law 4514/2018 based on the data the Bank has about them, namely "Retail clients", "Professional clients" and "Eligible Counterparties". The criteria used by the Bank to categorise its clients are set out in [Annex II](#) of this information document.

The Bank treats each of its clients according to their categorisation, providing the appropriate protection and level of information when providing investment services and carrying on related activities specified in the new statutory framework on MiFID II for each category of client, which varies depending on experience and knowledge which have been correlated with the category to which each client belongs. In this context, Retail Clients enjoy maximum protection, unlike Professional Clients and Eligible Counterparties who are provided with reduced protection compared to that of Retail Clients.

The different treatment of the Bank's clients, depending on the category they fall into, is mainly found in the following:

- The extent of pre-contractual information notified to the client;
- Evaluation of the compatibility of the investment service/products provided to the client;
- Reports sent to the client after each investment service is provided by the Bank;
- The Bank's obligation to execute Client orders on terms most favourable to the Client.

(i) Retail client

The Bank considers Retail Clients to be clients who do not meet the conditions outlined in Annex II to be characterised as Professional clients or Eligible Counterparties. As mentioned above, retail clients are provided with an increased volume of information to provide a higher level of protection. In particular, they are provided with information about the types and characteristics of financial instruments offered by the Bank and the associated risks, information about the costs and charges of the services provided to them, information about the optimum execution of orders, evaluation of the compatibility of the product or service provided to them in relation to the knowledge and investment experiences.



(ii) Professional client

The Bank considers Professional Clients to be clients who meet the conditions outlined in Annex II to be characterised as professional clients. The Bank considers that Professional Clients are in a position to properly assess and manage the risks to which they are exposed when provided with investment services. As far as professional clients are concerned, the Bank does not evaluate the compatibility of the investment service provided or the product.

(iii) Eligible Counterparts

The Bank considers eligible counterparts to be clients who meet the conditions outlined in Annex II for being characterised as Eligible Counterparts. Based on the information at its disposal, the Bank provides limited protection to those clients in relation to the information and post-contractual information they receive when entering into transactions which fall within the scope of Law 4514/2018 and the HCMC decisions issued pursuant to it.

Categorisation as an Eligible Counterpart relates to all client dealings with the Bank involving the provision of investment services.

The Bank reserves the right, in relation to the specific categorisation, to agree on a limited application of the detailed requirements laid down in Article 50 of the MiFID II Implementing Regulation (Commission Delegated Regulation (EU) 2017/565) on "Information on costs and associated charges" and Article 24(4) of Law 4514/2018 (information provided to clients), irrespective of the investment service.

The requirements applicable to reports submitted to retail and professional clients under Articles 49 and 59 of the MiFID II Implementing Regulation (Commission Delegated Regulation (EU) 2017/565) and Article 25(6) of Law 4514/2018 are strictly applied unless the Bank enters into agreements with eligible counterparties to determine the content and timing of reporting.

As stated directly below, the client is entitled to send a written request to the Bank requesting a change in the category to which it belongs and to be characterised as a Retail Client and consequently to have a higher level of protection when the Bank provides investment and ancillary services. However, it should be noted that the Bank reserves the right to reject any such request.

(iv) Right to change categorisation – Criteria

Bank clients are entitled to request a change in category for all or some of the investment services or financial instruments provided to them as follows:

- A change in category from a Professional Client to a Retail Client which entails a transition to increased protection.
- A change in category from an Eligible Counterparty to a Professional Client or Retail Client which entails a transition to increased protection.
- A change in category from a Retail Client to a Professional Client which entails a transition to decreased protection.

Where clients wish to be placed in a category which includes a lower degree of protection provided by the Bank, they must meet the Change of Category Criteria set out in the section "CLIENTS WHO MAY BE TREATED AS PROFESSIONALS ON REQUEST" of Annex II of Law 4514/2018 and the Bank



must, after evaluating the knowledge and experience, consider how they are able to understand the risks entailed by their investment decisions in relation to the financial instruments and services provided to them.

Where the Bank, at its absolute discretion, agrees to change the categorisation, it shall inform the client in writing about the consequences of the change in category, the rights the client is waiving and the obligations the client is assuming, and the date on which the change in categorisation takes effect. The client shall be obliged to notify the Bank in writing that they have examined and fully understood the consequences of changing their categorisation and that they unreservedly accept them and to sign any new contractual documents as appropriate. Where the request is rejected, the Bank shall inform the client in writing about its decision.

Where the Bank is notified of facts demonstrating that clients no longer meet the criteria for the category they belong to, the Bank reserves the right to change the category. In all such cases, the client concerned will be notified immediately before any investment service is provided or any transaction is entered into.

8. TARGET MARKET

(i) Manufacturing of financial instruments

When manufacturing a financial instrument for sale to clients the Bank identifies the characteristics, needs and investment objectives of prospective clients which are compatible with the characteristics of the financial instrument (target market). To that end, it complies with a suitable procedure for approving financial instruments and re-examines at regular intervals to what extent each financial instrument continues to meet the needs of the specified target market.

(ii) Distribution of financial instruments

When the Bank has or offers financial instruments which it does not manufacture itself, it receives adequate information about them from manufacturers to ensure that the financial instruments are distributed in accordance with the needs and objectives of the defined target market. It also has adequate product monitoring arrangements in place to ensure that the products and services it intends to offer, or propose, are compatible with the needs, characteristics and objectives of a defined target market. Where the manufacturer of the financial instrument has not specified a target market, the Bank is obliged to specify the target market for the financial instrument offered in accordance with the provisions above.

The Bank collects the necessary information about the client's knowledge and experience in investments in order to assess the specific target market they fall into, in order to offer them financial instruments which are compatible with the needs, characteristics and objectives of the relevant target market for end clients.

The Bank reserves the right to revise its assessment at any time about the compatibility of any financial instrument with a defined target market, especially if it considers that the financial instrument no longer meets the conditions of the defined target market, such as when it becomes illiquid or very unstable due to market changes. In order to discharge its obligation both in relation to the client's inclusion in a specific target market and in relation to assessing the compatibility of any financial instrument with the needs, characteristics and objectives of each specified target market, the Bank shall act at its unfettered discretion in the context of jointly acceptable rules and methodology, and under no

8

Aegean Baltic Bank S.A.

Head Office: 91, Megalou Alexandrou & 25th Martiou Street, 151 24 Maroussi, Greece, T.: +30 210 62 34 110, F: +30 210 62 34 192 - 3

Piraeus Branch: 93, Akti Miaouli, 185 38 Piraeus, Greece, T.: +30 210 42 91 730, F: +30 210 62 34 191

Glyfada Branch: 93, Poseidonos Ave., 166 74 Glyfada, Greece, T.: +30 210 89 84 000, F: +30 210 80 10 094

V2/11/22



circumstances shall it be liable either for selecting and/or implementing the criteria for including the Client in a specific target market or for assessing the compatibility or otherwise of any financial instrument with a specific target market.

In the context of this process the Client may have limited access to the financial instruments desired. By way of exception, where for any reason the Bank is not in a position to collect information to evaluate the client's investment profile and to place them in a specific target market in accordance with the above and based on it to assess their compatibility with a specific financial instrument, the transaction shall be entered into at the client's exclusive responsibility. In that case the Bank recommends that the client refers to the characteristics of the Financial Instruments and the corresponding target markets compatible with them.

Under no circumstances can this process secure to the client the expected financial result of the transactions entered into by the client, nor is it a guarantee provided by the Bank concerning their performance.

9. EVALUATION OF THE COMPATIBILITY OF THE INVESTMENT SERVICE OR FINANCIAL INSTRUMENT PROVIDED

In order to evaluate the compatibility of the investment services or financial instruments provided with each Retail client, the Bank shall request information about their knowledge and experience which confirms that they are in a position to understand the risks associated with the investment service or financial instrument requested. Where it is considered that the Retail client has the knowledge and experience to understand the risks entailed by investments in financial instruments, the Bank shall provide the client with the investment service which they request from the Bank.

Where the Retail client does not provide the Bank with the necessary information, it shall warn the client before providing the service that it is not in a position to determine to what extent the investment service offered or requested or the financial instrument offered or requested is compatible for them. Moreover, if the Bank considers, based on the information at its disposal, that the said investment service or financial instrument is not compatible with the characteristics of a retail client, it shall inform the client to that end so that the client can take the relevant decision, namely whether to proceed in the end with the investment service requested or to enter into each transaction on a specific Financial Instrument.

The Bank considers the information provided to it by Retail clients in the context of concluding and entering into contracts relating to the provision of investment services with their annexes to be true and is therefore entitled to rely on them. Where any of the information provided to it changes, clients are obliged to inform the Bank about this.

Note that for reception, transmission or execution services for non-complex products such as:

- shares traded on regulated markets or on an equally regulated third-country market or on a MTF, where those are companies' shares excluding shares in non-UCITS collective investment undertakings and shares that embed a derivative;
- bonds or other forms of securitised debt traded on regulated markets or on an equally regulated third country market or on a MTF, excluding those that embed a derivative or incorporate a structure which makes it difficult for the client to understand the risk involved;
- money-market instruments, excluding those that embed a derivative or incorporate a structure which makes it difficult for the client to understand the risk involved;



- shares or units in UCITS, excluding structured UCITS as referred to in the second subparagraph of Article 36(1) of Regulation (EU) No 583/2010;
- structured deposits, excluding those that incorporate a structure which makes it difficult for the client to understand the risk of return or the cost of exiting the product before term;
- other non-complex financial instruments;

the Bank is not obliged to assess the compatibility of the financial instrument offered or the service provided in accordance with the above in relation to the Retail client, and consequently the latter is not covered by the protection deriving from the relevant rules.

As mentioned above, as far as Professional clients are concerned, the Bank may assume that they have the experience and knowledge needed to understand the risks associated with financial instruments or the investment services provided to them. This case relates to Professional clients by definition and not to Professional clients who are categorised as such following a request to change their categorisation.

10. INFORMATION AND RISKS RELATING TO FINANCIAL INSTRUMENTS

The Bank's services cover all categories of financial instruments. Each type of financial instrument has its own characteristics and entails separate risks. Certain financial instruments may not be suitable for investment by all clients. For that reason the Client's attention is drawn to the need to carefully examine this document and to take its content into account very significantly when making investment decisions, and to avoid all investments and transactions in relation to which it considers that it does not have the necessary knowledge or experience.

In a special information document “**Financial Products and Risks**” the Bank provides a general description of the said financial instruments and the risks associated with them. That document has been posted and is available to the public on the website www.aegeanbalticbank.com.

11. EXECUTION POLICY

When transmitting and/or executing client orders, the Bank takes all adequate measures to achieve the best result for the client, taking into account price, cost, speed, likelihood of execution and settlement, volume, nature and any other factor relating to the execution of the order.

To that end, the Bank has put in place a **Best Execution Policy** for client orders which has been posted and is available to the public on the website www.aegeanbalticbank.com.

This Policy applies to Retail and Professional client orders when the Bank executes orders on behalf of clients and/or receives and sends client orders for execution to a third party.

By giving orders for execution to the Bank, the client confirms that they agree with the Best Execution Policy.

12. SAFEKEEPING AND CUSTODIANSHIP OF FINANCIAL INSTRUMENTS



The Bank implements a **Custody and Safekeeping Policy**, which sets out all necessary measures and organisational arrangements relating to the security, transparency and effectiveness of safeguarding client assets, which has been posted and is available to the public on the website www.aegeanbalticbank.com

More specifically, this policy relates to:

- the Bank's compliance with the relevant laws and regulations;
- briefing the client about potential risks in each case;
- the Custodian selection procedure;
- the existence of suitable mechanisms to keep the necessary data and accounts;
- the existence of the necessary mechanisms and procedures to carry out the necessary checks so that it is able at any time to segregate assets held on behalf of clients from the Bank or from a third party agency/custodian;
- the taking of appropriate measures to protect the rights of ownership of the client, in particular in the event of insolvency, and to prevent the use of the client's financial instruments for its own account, unless the client has expressly consented to this;
- the existence of the necessary mechanisms and procedures to minimise the risk of loss or reduction of client assets or their rights;
- ensuring that there are no security interests or liens or rights of set-off in the client's financial instruments which allow third parties to use the client's financial instruments or funds to collect debts which are not related to the client or to provide services to the client (unless that is required by the applicable legislation in a third-party jurisdiction in which the client's funds or financial instruments are held);
- compliance with the Bank's obligation not to enter into title transfer financial collateral arrangements with retail clients to cover current or future, existing, contingent or prospective liabilities of clients;
- the existence of suitable mechanisms for reconciling the accounts and files held by the Bank;
- updating and constantly improving the individual features of the Custodian's services in each case, and other operational procedures for safeguarding client assets;
- compliance with the Bank's obligation not to enter into agreements for securities financing transactions relating to credit instruments held on behalf of a client in a collective account held by a third party and not to use the financial instruments in any other manner on behalf of another client, without the client's express consent.

13. CHARGES AND INDUCEMENTS

In the context of providing investment services, the Bank has put in place a policy on the basic principles to be followed to ensure that clients or prospective clients are provided in time with suitable information about the cost and associated charges and the inducements related to the investment services provided.

The Policy applies to Retail and Professional clients and is available to the public on www.aegeanbalticbank.com

Notwithstanding the above, and without prejudice to the obligations laid down in MiFID II and Law 4514/2018, the Bank, when providing investment services to:

- professional clients, may agree to limited application of the detailed requirements relating to the said information. However, the Bank does not impose such restrictions in the case where the financial instruments incorporate derivatives, irrespective of the investment service provided.



- eligible counterparties, may reserve the right to agree to a limited application of the detailed requirements relating to the said information unless, irrespective of the investment service provided, the relevant financial instruments incorporate derivatives and the eligible counterparty intends to offer them to its own clients.

(i) Charges

The provision of services by the Bank is subject to the payment of expenses, fees, commissions, charges, taxes, etc. (the "Charges") such as custodianship fee, transaction, clearing and settlement expenses, statutory fees or fees of a legal nature. In addition to those Charges, other expenses may be owed by clients directly to third parties.

Unless otherwise agreed, all Charges payable by the client to the Bank are automatically debited from the client's account.

Information about the Charges is provided to clients before they enter into an investment service agreement with the Bank or otherwise the Charges are notified to the client at the Bank's discretion by mail or other durable medium chosen by the client before the relevant investment or ancillary service is provided by the Bank.

The Bank informs clients about changes in Charges. Where there are changes in the Bank's fees, the client may within a period of 60 days from notice terminate their contractual relationship with the Bank.

(ii) Inducements

Inducement means any fee, commission or non-monetary benefit paid, collected, provided or accepted by the Bank in relation to the provision of investment or ancillary services to or by any party other than the client or a person on the client's behalf. When providing a service to a retail or professional client, the Bank does not pay or collect fees, commission or other non-monetary benefits to or from third parties except in cases where the payment or benefit:

- is designed to enhance the quality of the relevant service to the client; and
- does not impair compliance with the investment firm's duty to act honestly, fairly and professionally in accordance with the best interest of its clients.

A fee, commission or non-monetary benefit shall be deemed to be designed to improve the quality of the service provided to the client if all the following conditions are met:

- a) it is justified by the provision of an additional service or service of higher level to the relevant client, proportionate to the level of inducements received;
- b) it does not directly benefit the recipient undertaking, its shares or its employees without tangible benefit for the relevant client;
- c) it is justified by the provision of an ongoing benefit to the relevant client in relation to an ongoing consideration.

A fee, commission or non-monetary benefit is not considered acceptable if the provision of the relevant services to the client is discriminatory or distorted as a result of the fee, commission or non-monetary benefit.



The Bank ensures that it meets the requirements set out above on a continuous basis, for as long as it pays or collects inducements.

The existence, nature and amount of the fee or commission paid or collected or the benefit or, where the amount cannot be ascertained, the method of calculating that amount, are clearly disclosed to the client, in a manner that is comprehensive, accurate and understandable, prior to the provision of the relevant investment or ancillary service.

14. PROVISION OF INFORMATION TO CLIENTS

The Bank shall inform the client about execution of the order no later than the day after execution of each order, as described in detail below using the medium chosen by the client (either in hard copy by mail, email or fax).

The notice shall contain information about the type of order, the price at which the transaction was entered into, the total amount of charges and commissions payable by the Client in relation to the order executed, etc.

15. CONFLICTS OF INTEREST

The Bank shall operate in accordance with the principle of fair management of conflicts of interest both between the Bank and its clients as well as those between clients.

The Bank faces actual and potential conflicts of interest from time to time. The expanding range of activities that it undertakes simultaneously has increased potential for conflicts of interest between those different activities and the interests of its clients. It is therefore necessary to provide for rules to ensure that such conflicts do not adversely affect the interests of its clients.

The Bank has a duty to take effective steps to identify and prevent or manage conflicts of interest and mitigate the potential impact of those risks as far as possible. Where some residual risk of detriment to the client's interests nonetheless remains, clear disclosure to the client of the general nature and/or sources of conflicts of interest to the client and the steps taken to mitigate those risks should be made before undertaking business on the client's behalf.

If clients want to obtain more information about the Bank's conflicts of interest policy they can make a request to that effect to the Bank.

16. COMMUNICATION

(i) Language and communication

The Bank uses both Greek and English to officially communicate with its clients, associates, etc.

(ii) Communication Methods

Communication with the Client takes place:



- In writing; writing also includes a fax or message in electronic format (such as an email message).
- Orally and by phone via the phone numbers notified by the Bank to the client, especially for the purpose of receiving orders, since for transaction security reasons the Bank is entitled not to accept instructions and orders given over other phones. To protect transactions and to prove the content of orders and arrangements made in general with the client, the Bank shall record the relevant phone calls in compliance with the provisions of the legislation in force from time to time.

The Bank has a policy for recording phone conversations and electronic communications suitable for its size and organisational structure, and for the nature, scale and complexity of its business activities, to comply with the requirements of MiFID II and Law 4514/2018 and MiFIR.

The Policy has been posted and is available to the public on the website www.aegeanbalticbank.com

17. RECORD-KEEPING

To comply with the applicable MIFID II legal and regulatory framework, and without prejudice to the legislation on the protection of personal data, the Bank keeps the following categories of files:

- A record of client complaints and grievances and the measures taken,
- A file about transactions in financial instruments on behalf of clients.

Those records include all information relating to:

1. Client assessments (e.g. contracts with clients, compatibility assessments)
 2. Order handling (e.g. files on best execution of client orders)
 3. Client orders and transactions (e.g. Records of client orders or trading decisions)
 4. Client information (e.g. notifications to clients)
 5. Protecting client assets (e.g. records on the use of client financial instruments)
 6. Communication with clients (e.g. advertising announcements)
- A file setting out the Bank's rights and obligations under the service agreement between them and the transaction terms, which shall be held at least during the entire duration of the relationship with the client.

18. INSURANCE COVERAGE / INVESTOR COMPENSATION

The Bank is a member of the Hellenic Deposit and Investment Guarantee Fund (the "Fund") in the Deposit Coverage and Investment Coverage sectors (Law 4370/2016 as in force from time to time).

The purpose of the Fund is:

- a) to pay compensation to depositors of credit institutions which are unable to discharge their obligations to those persons;
- b) to pay compensation to investors - customers of credit institutions which are unable to discharge their obligations to those persons;



c) to finance the resolution of credit institutions;

The Fund will be called upon: (a) in the context of providing investment services, to return to covered investors funds owed to them or funds belonging to them which are directly or indirectly withheld by credit institutions or investment firms or to deliver to them the financial instruments belonging to them which credit institutions or investment firms manage and hold on their behalf or to pay compensation of up to € 30,000 and/or (b) to return deposits to covered depositors of credit institutions up to € 100,000 for each covered client.

Additional information about insurance coverage/compensation scheme is available via info-leaflets which can be obtained from the Bank's network and from our website www.aegeanbalticbank.com and from the Fund's website www.teke.gr.

19. COMPLAINTS

The Bank strives to achieve full compliance with the applicable regulatory requirements and at the same time provide quality services to its clients. With that in mind, the Bank has established and follows effective and transparent procedures for dealing with complaints received from both existing and prospective clients.

Complaints can only be submitted to the Bank in writing by selecting one of the following methods:

i) By filling out the online contact form on the Bank's website www.aegeanbalticbank.com or by sending an email to the email address: complaints@ab-bank.com.

ii) By sending a letter to:

Aegean Baltic Bank
junction of 91 Megalou Alexandrou St. & 25th Martiou St.
151 24 Maroussi, Athens
Attn: Organisation and Methods Division
Complaint Handling
Tel.: +30 216 500-1030

iii) by filling out and handing in the available complaint form to a Bank branch.

In all the above cases, the client's ID particulars must be included in the relevant letter or they will be requested (as appropriate).

After the complaint is submitted, the client receives a delivery receipt. Complaints Handling, which is part of the Bank's Organisation and Methods Division, then investigates the case via the departments/divisions involved and sends the client a written response in accordance with the timeframes specified in the applicable regulatory framework, and if more time is required, timely written notice is sent setting out the reason for the delay and the period within which the written response is expected to be provided.

Where the response from Complaints Handling does not satisfy the client, the client may contact the Hellenic Financial Ombudsman, 1 Massalias str., Athens 10680, tel. 210 3376700, website:



www.hobis.gr, or to Consumer Ombudsman, 144 Alexandras Ave., Athens 11471, Tel. 210 6460862, website: www.synigoroskatanaloti.gr, in order to settle the dispute out of court



20. ANNEX I

INVESTMENT SERVICES PROVIDED TO RETAIL AND PROFESSIONAL CLIENTS BY AEGEAN BALTIC BANK S.A. (ABBank)

TYPE OF INVESTMENT SERVICE / ACTIVITY	PROVIDED BY ABBank
Reception & transmission of orders	Yes
Execution of orders on behalf of clients	Yes
Portfolio management	-
Investment advice	-
Underwriting of financial instruments and/or placing of financial instruments on a firm commitment basis.	-
Placing of financial instruments without a firm commitment basis	-
Custodianship	Yes
Credit extended for one or more financial instruments	-
Advice to undertakings on capital structure	-
Foreign exchange services where these are connected to the provision of investment services	-
Investment research and financial analysis	-
Underwriting-related services	-



21. ANNEX II

Designation of professional clients

According to Law 4514/2018, Annex II, Part I, the following clients are considered to be professional clients for all investment services and activities and for all financial instruments:

(a) Entities which are required to be authorised or regulated to operate in the financial markets. The list below should be understood as including all authorised entities carrying out the characteristic activities of the entities mentioned: entities authorised by a Member State under an EU Directive, entities authorised or regulated by a Member State without reference to an EU Directive, and entities authorised or regulated by a third country:

- Credit institutions;
- Investment firms;
- Other authorised or regulated financial institutions;
- Insurance companies;
- Collective investment schemes and management companies of such schemes;
- Pension funds and management companies of such funds;
- Commodity and commodity derivatives dealers;
- Local undertakings;
- Other institutional investors;

(b) Large undertakings which on an individual basis meet at least two of the following size criteria:

- total balance sheet: € 20,000,000
- Net turnover: € 40,000,000
- own funds: € 2,000,000

(c) National and regional governments, public bodies that manage public debt, Central Banks, international and supranational institutions such as the World Bank, the International Monetary Fund, the European Central Bank, the European Investment Bank and other similar international organisations.

(d) Other institutional investors whose main activity is to invest in financial instruments, including entities dedicated to the securitisation of assets or other financing transactions.



Designation of retail clients

Under Law 4514/2018 a retail client is any client who is not a professional client.

Designation of eligible counterparts

For MiFID II purposes, eligible counterparts are considered to act as clients.

The Bank ensures that, in its dealings with eligible counterparts, it acts honestly, fairly and professionally and communicates in a way which is fair, clear and not misleading, taking into account the nature of the eligible counterpart and of its business.

Article 30(2) of Law 4514/2018 states that eligible counterparts means: credit institutions, insurance companies, UCITS and their management companies, pension funds and their management companies, other financial institutions authorised or regulated under Union or national law of a Member State, national governments and their respective offices, including public bodies which manage public debt at national level, central banks and supranational organisations.

As far as the classification of local government authorities is concerned, it is appropriate to clearly exclude them from the list of eligible counterparties and of clients who are considered to be professionals while still allowing those clients to ask for treatment as professional clients on request.