

Terms & Conditions

December 2024

Version 2.0

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

1. General

The Site is the property of ALTARIUS ETI (“The Company”), as further identified below. This page (together with our Risk Disclaimer, Privacy Notice, Legal Notice and Cookies Policy) tells you information about us and the legal terms and conditions (“Terms”) applicable to the services we offer (the “Services”) as listed on our website (“Our Site”).

The content on our site is provided for general information on the Services we offer. It is not intended to amount to investment advice on which you should rely. You should obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site. Past performance is no guarantee for future results.

Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

2. Applicability of the Terms of Use

BY USING OUR WEBSITE, YOU CONFIRM THAT YOU ACCEPT THESE TERMS OF USE AND YOU AGREE TO COMPLY WITH THEM; IF YOU DO NOT AGREE TO THESE TERMS YOU MUST NOT USE OUR WEBSITE.

Please read these Terms carefully before you use our Website. These Terms tell you who we are and the Terms applicable to the use of our Website. You should print a copy of these Terms or save them to your computer for future reference.

The Company reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

Information should only be considered current as of the time of initial publication on Our Site or as otherwise stated on Our Site without regard to the date on which you may access the information. As long as you comply with these Terms of Use, The Company grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

3. Disclaimers

(A) General Disclaimer

The information provided on this Website is for general informational purposes only. The content on the Site is provided for informational purposes only. It does not constitute investment advice, a recommendation, or a solicitation to buy or sell any financial instruments or products. Any investment decision should be based on the information contained in the relevant prospectus, and after seeking independent advice from a financial, tax, and legal advisor.

The Company DOES NOT PROMISE THAT THE SITE OR ANY CONTENT, SERVICE OR FEATURE OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE SITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. The Company CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. The Company DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Company DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE AND/OR ANY Company SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST The Company FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT IS TO STOP USING THE SITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

USERS ARE REMINDED THAT NOT ALL SERVICES MADE AVAILABLE VIA THE WEBSITE ARE AVAILABLE FOR EVERYONE IN EVERY JURISDICTION. NOT ALL SERVICES MADE AVAILABLE ARE REGULATED OR SUBJECT TO REGULATORY APPROVAL. The Company DOES NOT OFFER REGULATED SERVICES IN JURISDICTIONS WHERE IT IS NOT ALLOWED TO DO SO.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

The Company reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

By using this Site, you acknowledge and agree that we are not responsible for any actions taken based on the content provided here.

(B) Provision of Investment Services

The Company does not provide investment services, nor services outside its regulatory permissions. Certain entities that conform the Company are not regulated nor approved or

disapproved for the provision of certain services, and should be understood as not providing those services for investors, nor distributed listed products to investors in any jurisdiction.

(C) Targeting of Clients Disclaimer

The Services and Products provided by the Company are intended solely for clients in jurisdictions where such services are lawful. We do not target, market, or offer Services to individuals or entities in countries or regions where such activities are prohibited by local laws or regulations.

By using our Services, you confirm that you are not a resident or citizen of any country or region where our products or services are restricted or banned. You also agree not to market, offer, or distribute our services to prohibited individuals or entities, including those on any restricted or sanctioned lists.

We reserve the right to refuse service or terminate any relationship with clients who are found to be in violation of this policy.

(D) Targeting and Personalized Advertising Disclaimer

By accessing and using this Site, you acknowledge and agree that the Site may engage in targeting or personalized advertising, which includes, but is not limited to, using cookies, web beacons, or similar technologies to collect information about your online activities across different websites and over time. This information may be used to display targeted content or ads based on your interests and preferences.

While we strive to provide relevant and valuable content to our users, you understand that any targeting or advertising practices are managed by third-party service providers or partners. These third parties may use your data for their own purposes, including but not limited to improving ad targeting, analytics, and marketing strategies.

By using this Site, you consent to the collection and use of your data for such purposes, in accordance with our Privacy Policy. If you do not wish to be subject to such targeting or personalized advertisements, you can adjust your settings, such as opting out of cookies or adjusting your privacy preferences, through your browser or the settings provided by third-party services.

For more information on how we handle your data and your options regarding targeted advertising, please refer to our Privacy Policy or contact us directly.

4. Risk Warning

The Services displayed on this Site such as purchasing or subscribing to securities may involve high degree of risks, including financial and non-financial risks, and risk of loss. Before engaging in any activities, users are encouraged to carefully review the risks involved and seek independent advice where necessary. You should only invest funds that you can afford to lose. The Company is not liable for any losses or damages resulting from your use of the Site or any investment decisions made based on the information provided on the Site.

Users should carefully read the Base Prospectus, Final Terms, the relevant KID(s) and any supplements to understand the risks involved in investing in these securities. It should be noted that such risks are not exhaustive, and new risks may arise during the tenure of the Product. Please consult your bank, intermediary, or financial adviser before making any investment decisions.

5. Information about us (the Company)

ALTARIUS ETI AG is a public limited company registered and incorporated under the laws of Liechtenstein with registration number FL-0002.669.856-9 and Legal Identifier Code 5299001XE1CIMMOEME82 and have our registered office at Industriering 20, Ruggell, LI-06, 9491, Principality of Liechtenstein.

ALTARIUS ETI PLC is public limited company is incorporated under the laws of Ireland under registration number 767511 and have our registered office at 31-32 Leeson Street, Lower, Dublin 2, Dublin, Ireland, with the sole business of issuing ETP Securities.

ALTARIUS ETI MANAGEMENT COMPANY SA is a public limited company incorporated under the laws of the Kingdom of Spain, with registered office at Paseo Castellana 139 5 DR 28046 Madrid (Spain), which acts as an Arranger to arrange, structure and coordinate the issues subject to the approved Prospectus in the relevant jurisdiction.

To contact us, please email info@altariuseti.com or alternatively you can contact us is:

- (a) by post, using the postal address given above;
- (b) using our website contact form;
- (c) by telephone, on the contact number published on our website from time to time; or
- (d) by email, using the email address published on our website from time to time.

6. Regulatory Requirements

By accessing and using the Site, you acknowledge that the Company is bound by these regulations and that the content and services provided on the Site may be subject to regulatory oversight in each jurisdiction.

- (1) **Spain** – In Spain, the Company does not provide regulated services, and, hence, it is not subject to regulatory supervision. The Spanish entity provides structuring and coordination services to its regulated Affiliated Companies.
- (2) **Ireland**- In Ireland, the Company adheres to the regulatory requirements set forth by the Central Bank of Ireland (CBI) and other relevant financial regulatory bodies. This includes compliance with the European Union’s Markets in Financial Instruments Directive (MiFID II), Anti-Money Laundering (AML) Regulations, and General Data Protection Regulation (GDPR). The Company’s offerings on the Site may therefore be subject to additional legal and regulatory requirements, depending on your location and the nature of the services provided.
- (3) **Liechtenstein** - In Liechtenstein, the Company operates in compliance with the laws and regulations governed by the Financial Market Authority (FMA). This includes adherence to Liechtenstein’s Financial Market Supervision Act, relevant AML laws, and GDPR for personal data protection. The Company may be required to report certain transactions or cooperate with regulatory investigations when requested by the FMA or other relevant authorities.
- (4) **Cross-Border Regulatory Compliance** - If you are located outside of Ireland or Liechtenstein, please be aware that access to certain products or services on the Site may be restricted by applicable laws or regulations in your jurisdiction. The Company is not responsible for

ensuring that its products and services comply with the laws of every country in which the Site is accessed.

You agree to comply with all relevant laws, regulations, and rules that apply to your use of the Site, including any laws related to your country of residence or citizenship. You should seek advice from a qualified legal or financial advisor to ensure that your use of the Site is in compliance with the regulatory requirements that apply to you.

7. Reporting Obligations

The Company may be required to report certain activities or transactions, including suspicious or unusual transactions, to the relevant authorities in accordance with applicable regulatory obligations. This may include sharing information with regulatory bodies or law enforcement as required under AML or other financial crime prevention measures.

By using the Site, you consent to the Company's adherence to these regulatory requirements and acknowledge that you may be required to provide personal information for compliance purposes, including identity verification in accordance with Know Your Customer (KYC) and AML procedures.

8. Products & Services

The Company, using the regulatory permissions in the relevant jurisdictions, has established a programme for the issue of exchange traded securities. The Company offers an innovative platform to transform alternative investments into exchange-traded instruments in an accessible and time-efficient manner as listed on our Website. Before considering the purchase or subscription of securities described on this Website, users should carefully review the Base Prospectus and relevant Final Terms, available on this website under the "Relevant Documents" section. These documents are also available free of charge from Altarius ETI AG and Altarius ETI PLC, as the case may be. Please note that the two Prospectus are not interchangeable and are merely advertised in this Website for information purposes. Altarius ETI SA does not provide regulated services, and does not distribute any products issued under Prospectus in any jurisdiction.

9. Distribution & Restrictions

The Products and Services described on the Website are not permitted to be offered in all countries and are in each case reserved for the group of persons who are authorized. The restrictions which apply to specific products and Services are set out in the relevant prospectuses and should be read carefully by the user.

10. Content

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Site is owned, controlled or licensed by or to The Company, and is protected by

trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Except as expressly provided in these Terms of Use, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without The Company's express prior written consent.

11. How you may use material on our Site

You may use information on The Company's Products and Services purposely made available by The Company for downloading from the Site, provided that you:

- (1) not remove any proprietary notice language in all copies of such documents
- (2) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media
- (3) make no modifications to any such information, and
- (4) not make any additional representations or warranties relating to such documents.

12. Acceptable Use of the Site

You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any Company server, or to any of the services offered on or through the Site, by hacking, password "mining" or any other illegitimate means.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of The Company, including any Company account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your information, as provided for by the Site.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or The Company's systems or networks, or any systems or networks connected to the Site or The Company. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.

You may not forge headers or otherwise manipulate identifiers to disguise the origin of any message or transmittal you send to The Company on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity. You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of The Company or others.

13. Other Terms and Conditions

Additional terms and conditions may apply to specific portions or features of the Site, including contests, promotions or other similar features, all of which terms are made a part of these Terms of Use by this reference.

You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Site or for any service offered on or through the Site, the latter terms shall control concerning your use of that portion of the Site or the specific service. The Company's obligations, if any, concerning its products and services are governed solely by the agreements according to which they are provided, and nothing on this Site should be construed to alter such agreements.

The Company may make changes to any Products or Services offered on the Site, at any time, without notice. The materials on the Site with respect to Products and Services may be out of date, and The Company does not make commitment to update the materials on the Site concerning such products and services.

14. Accounts, Passwords and Security

Certain features or Services offered on or through the Site may require you to open an account (including setting up a User ID and password). You are entirely responsible for maintaining the confidentiality of your account information, including your password, and for any activity that occurs under your account.

You agree to notify The Company immediately of any unauthorized use of your account or password, or any other breach of security. However, you may be held liable for losses incurred by The Company or any other user of or visitor to the Site due to someone else using your User ID, password or account. You may not use anyone else's User ID, password or account at any time without the express permission and consent of the holder of that User ID, password or account.

The Company cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

15. Administration and Operation of other Company Sites

The Company administers and operates from LIECHTENSTEIN, IRELAND and SPAIN; other Company sites may be administered and operated from various locations outside LIECHTENSTEIN, IRELAND and SPAIN. Although the Site is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Site are available to all persons or in all geographic locations, or appropriate or available for all users. The Company reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Site is void where prohibited. If you choose to access the Site from outside LIECHTENSTEIN, IRELAND or SPAIN you do so on your initiative and you are solely responsible for complying with applicable local laws.

16. Privacy

The Company's Privacy and Data Disclosure Policy applies to use of this Site, and its terms are made a part of these Terms of Use by this reference. To view The Company Privacy Policy, click [here](#). Additionally, by using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

17. Data Disclosure

The Company's Privacy and Data Disclosure Policy applies to the use of this Site, and its terms are made a part of these Terms of Use by this reference. The Company may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary for connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Company rights or property, or the rights or property of visitors to or users of the Site, including The Company's customers.

The Company reserves the right at all times to disclose any information that The Company deems necessary to comply with any applicable law, regulation, legal process or governmental request. The Company also may disclose your information when The Company determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that The Company may preserve any transmittal or communication by you with The Company through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or The Company determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of The Company, its employees, users of or visitors to the Site, and the public.

18. Links to Other Sites

This Site may contain links to other independent third-party websites ("Linked Sites"). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under The Company's control, and The Company is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your independent judgment regarding your interaction with these Linked Sites.

19. Limitation of Liability

Except where prohibited by law, in no event will The Company be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if The Company has been advised of the possibility of such damages.

The Company will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

In particular, we will not be liable for:

- loss of profits, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

20. Indemnity

You agree to indemnify and hold The Company, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against The Company by any third party due to or arising out of or in connection with your use of the Site.

21. Breaches of these Terms of Use

You agree that The Company may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to The Company, for which monetary damages would be inadequate, and you consent to The Company obtaining any injunctive or equitable relief that The Company deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies The Company may have at law or in equity.

You agree that The Company may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.

If The Company does take any legal action against you as a result of your violation of these Terms of Use, The Company will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to The Company. You agree that The Company will not be liable to you or any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

22. Variation of these Terms of Use

We may revise these terms and conditions from time to time.

The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the website.

23. Assignment

You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions. You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these Terms of Use.

24. Prohibited Use of Content and Services

You may not use any Content or any copy or adaptation of such Content, or any Product or Service offered on the Site, in violation of any applicable laws or regulations, including without limitation laws and regulations of LIECHTENSTEIN and IRELAND.

If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdictions to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire agreement between you and The Company concerning your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and The Company concerning such use are with this superseded and cancelled.

25. No Acceptance of Counter-Offers

The Company will not accept any counter-offers to these Terms of Use, and all such offers are with this categorically rejected. The Company's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by The Company of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between The Company and you or any other party be deemed to modify any provision of these Terms of Use.

26. Third Party Rights

A contract under these terms and conditions is for our benefit and your benefit and is not intended to benefit or be enforceable by any third party. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

27. International Access and Cross-References to Products and Services

The Company provides access to The Company's international data and, therefore, may contain references or cross references to The Company's products, programs and services that are not

announced in your country. Such reference does not imply that The Company in your country intends to announce such products, programs or services.

28. Applicable Law and Jurisdiction

These Terms of Use shall be governed by and construed in accordance with the laws of Liechtenstein, Ireland and Spain, as applicable. Any legal dispute, claim or controversy arising out of or in connection with these Terms of Use, shall be submitted to the court and jurisdiction of the entity to which the dispute is materially connected.

29. Dispute Resolution

Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between The Company and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

30. Feedback and Information

Any feedback you provide at this site shall be deemed to be non-confidential. The Company shall be free to use such information on an unrestricted basis.

31. Complaints

For objections or complaints related to Altarius ETI products Issued in Liechtenstein, please contact:

Altarius ETI AG
Industriering 20, 9491
Ruggell, Liechtenstein
Email: complaints@altariuseti.com

For complaints regarding products issued in Ireland, please contact:

Altarius ETI PLC
31-32 Leeson Street Lower,
Dublin 2, Dublin, Ireland
Email: complaints@altariuseti.com

For complaints in other jurisdictions, please refer to the specific product documentation for contact details of the relevant distributor or reach out to your financial intermediary.