

INTRODUCTORY DOCUMENT

WEALTH MANAGEMENT CONSULTING

Approved by the National Association of Financial Advisors (ANACOFI-CIF)

You have chosen or are about to entrust the assistance of a regulated and controlled professional. This document is obligatory and given to you, in accordance with the provisions of article 325-3 of the A.M.F.'s general regulations. (AMF being France's Financial Conduct Authority, and is solely competent on French national territory)

THE FIRM

DTB WEALTH MANAGEMENT SARL

A company with a capital of €1,000 with its registered office at 3 rue du Clos de la Muscadelle, 81150 LAGRAVE, registered in the RCS under the reference 839 728 094 00013, NAF Code 6619B. Validly represented by Daniel BUTCHER, Managing Director.
Intra-Community VAT No.: FR 10 839 728 094
T Card No.: without holding funds ICC No. 8101 2018 000 032
896 issued on 10 July 2018 by the CCI of Albi, Tarn.
ORIAS N°: 18 004 310
CIF N°: E008994
LPS Passport No. in IAS: 18 004 310
FCA NUMBER (UK): 821 229

WITH THE HELP OF :

Daniel BUTCHER
3 Rue du Clos de la Muscadelle, 81150 LAGRAVE
Tel : 06 72 34 48 50
Mail: d.butcher@via-ap.com
• Financial Investment Advisor (CIF) n° E008994
• Insurance Broker
• OBSP Broker
• Real Estate Agent
ORIAS N°: 18 004 310

LEGAL STATUS AND REGULATOR AUTHORITIES

For your safety, DTB WEALTH MANAGEMENT's activity is subject to various strict legislative and regulatory frameworks. Your advisor is registered with the Single Register of Insurance, Banking and Finance Intermediaries (ORIAS) under the registration number DTB WEALTH MANAGEMENT for the following regulated activities (You can check this registration on the ORIAS website: <https://www.orias.fr/welcome>):

FINANCIAL INVESTMENT ADVISOR

CIF likely to provide investment advice in a non-independent manner within the meaning of Article 325-5 of the RGAMF, registered under no. E008994 with the Association Nationale des Conseils Financiers-CIF (ANACOFI-CIF), an association approved by the Autorité des Marchés Financiers (AMF), whose postal address is 17 Place de la Bourse 75082 Paris cedex 02 and Internet address: www.amf-France.org.

INSURANCE INTERMEDIARY

As an Insurance and Reinsurance Brokerage company DTB WEALTH MANAGEMENT is positioned in category "B", not subject to a contractual obligation of exclusivity with one or more insurance companies and is currently authorised to present mainly the contracts of the insurance companies listed below. DTB WEALTH MANAGEMENT can provide level 1 advice.
The activity of IAS can be audited by the Autorité de Contrôle Prudentiel et de Résolution (ACPR). Mail address: 4 Place de Budapest, 75436 PARIS cedex 09 and internet: www.acpr.banque-France.fr/accueil.html

INTERMEDIARY IN BANKING AND PAYMENT SERVICES

As an Intermediary in Banking Operations and Payment Services, VIA Toulouse :

- is governed by Articles L519-1 to L519-6 of the Monetary and Financial Code and the subsequent related decrees and orders;
- complies with the provisions of the Monetary and Financial Code, resulting from decree n°2012-101, relating to the status of the IOBSPs, in particular with regard to all the information to be provided to the Principal;
- is supervised by the Autorité de Contrôle Prudentiel et de Résolution (ACPR), whose address is as follows: 61, rue Taitbout - 75436 Paris Cedex 09 - France - website: www.acpr.banque-france.fr, tel: +33 (0)1 49 95 40 00 ;
- certify that they are not under any contractual obligation to work with one or more credit institutions, and declare that they are not owned and do not hold voting rights or capital in a credit institution ;
- declares that no credit or payment institution holds more than 10% of its capital or voting rights;
- declares that it does not hold more than 10% of the capital or voting rights of a credit or payment institution;
- declares that in the previous year it did not achieve more than one-third of its turnover from intermediation activities with a credit institution;
- shall make available a list of the credit or payment institutions with which he works, as well as the conditions of his remuneration.

TRANSACTIONS ON REAL ESTATE AND BUSINESSES

In accordance with the Hoguet law for the activity of property and business transactions, DTB WEALTH MANAGEMENT holds the professional card for property and business transactions without holding funds n° CPI 8101 2018 000 032 896 issued on 10 July 2018 by the CCI of Albi, Tarn.

The activity is controllable by the DGCCRF.

IN ADDITION, YOUR ADVISOR

- Is a member of the National Association of Financial Advisors - CIF (ANACOFI-CIF). www.anacofi.asso.fr and has undertaken to comply fully with the ANACOFI-CIF code of good conduct available at the association's head office or on its website.
- DTB WEALTH MANAGEMENT is furthermore obliged to comply with the legislation against money laundering and the financing of terrorism (TRACFIN measures).
- DTB WEALTH MANAGEMENT undertakes to fully comply with the ANACOFI-CIF code of good conduct available on the website www.anacofi.asso.fr.

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INSURANCE AND FINANCIAL GUARANTEES

For all of its activities, in accordance with the law and the ANACOFI-CIF code of good conduct, DTB WEALTH MANAGEMENT is covered by Financial Guarantee and Professional Civil Liability with AIG EUROPE LIMITED Tour CB21-16 place de l'Iris 92400 COURBEVOIE RCS 752 862 540 ORIA FINANCE PATRIMOINE 10 policy.2014 n°2.401.395/OC10000625, These coverages are notably in compliance with the requirements of the Monetary and Financial Code and the Insurance Code.

INSURED ACTIVITIES (RCP)	COVERAGE CEILINGS per insurance period (1)
FINANCIAL INVESTMENT ADVICE (CIF) INCLUDING WEALTH MANAGEMENT CONSULTING	150,000 Euros per claim and 150,000 Euros per insurance period
INTERMEDIARY IN BANKING OPERATIONS (IOB)	150,000 Euros per claim and 300,000 Euros per insurance period
FINANCIAL CANVASSING INCLUDING WEALTH MANAGEMENT ADVICE	500,000 Euros per claim and 800,000 Euros per insurance period
INSURANCE INTERMEDIARY	1,500,000 Euros per claim and 2,000,000 Euros per insurance period
BANKING CANVASSING INCLUDING WEALTH MANAGEMENT ADVICE	150,000 Euros
REAL ESTATE AGENT / TRANSACTION INCLUDING ASSET MANAGEMENT ADVICE	150,000 Euros
LEGAL ADVICE AND DRAFTING OF PRIVATE DEEDS CARRIED OUT ON AN ANCILLARY BASIS TO THE ACTIVITY OF ASSET MANAGEMENT CONSULTING	70,000 Euros

FINANCIAL SECURITY	WARRANTY CEILINGS (per warranty period)
TRANSACTION ON REAL ESTATE AND BUSINESS GOODWILL WITHOUT HANDLING FUNDS	110,000 Euros

MAIN PARTNERS, COMPANIES AND SUPPLIERS

The names of any partners not appearing on this list and with whom DTB WEALTH MANAGEMENT has concluded an agreement or entered into a partnership will be communicated on request.

DTB WEALTH MANAGEMENT certifies that it has no subordination or capital ties with the partners selected above.

DTB WEALTH MANAGEMENT certifies that it has no financial link and does not hold any direct or indirect shareholding with one or more credit, payment or electronic money institutions that provide payment services and that it is not under any contractual obligation to work exclusively with one or more credit, payment or electronic money institutions that provide payment services.

D'ACCORD	REMUNERATION MODE		
AGEAS	Insurance Company	Brokerage agreement	Commission
AVIVA	Insurance Company	Brokerage agreement	Commission
AXA	Insurance Company	Brokerage agreement	Commission
INTENCIAL	Insurance Company	Brokerage agreement	Commission
GENERALI	Insurance Company	Brokerage agreement	Commission
ORADEA LIFE	Insurance Company	Brokerage agreement	Commission
SWISS LIFE	Insurance Company	Brokerage agreement	Commission
UAF LIFE HERITAGE	Insurance Company	Brokerage agreement	Commission
123 VENTURE	Management Company	Distribution Agreement	Commission
SOFIDY	Management Company	Distribution Agreement	Commission
PRIMONIAL	Management Company	Distribution Agreement	Commission
PERIAL	Management Company	Distribution Agreement	Commission
PAREF GESTION	Management Company	Distribution Agreement	Commission
VOISIN	Management Company	Distribution Agreement	Commission
ADVENIS	Management Company	Distribution Agreement	Commission
CORUM	Management Company	Distribution Agreement	Commission
FONCIA PIERRE MANAGEMENT	Management Company	Distribution Agreement	Commission
BANQUE POPULAIRE SO	Bank	Canvassing agreement	Commission
BNP PARIBAS	Bank	Canvassing agreement	Commission
AGRICULTURAL CREDIT	Bank	Canvassing agreement	Commission
MUTUAL SAVINGS BANK	Bank	Canvassing agreement	Commission
AGRICULTURAL CREDIT	Bank	Canvassing agreement	Commission
GENERAL PARTNERSHIP	Bank	Canvassing agreement	Commission
NEXITY	Real estate developer	Marketing Agreement	Commission
HABITAT TILE	Real estate developer	Marketing Agreement	Commission
ACANTYS	Real estate developer	Marketing Agreement	Commission
KAUFMAN & BROAD	Real estate developer	Marketing Agreement	Commission
LP PROMOTION	Real estate developer	Marketing Agreement	Commission
TRIANON	Real estate developer	Marketing Agreement	Commission
ECOFIP	Lawyer Girardin	Distribution Agreement	Commission
INTER INVEST	Lawyer Girardin	Distribution Agreement	Commission
SIGMA	Private Equity	Distribution Agreement	Commission
SOVEREIGN GROUP	Insurance Company, Trustee	Brokerage agreement	Commission
AZURE PENSIONS LTD.	Insurance Company, Trustee	Brokerage agreement	Commission
ITC PENSIONS INTERNATIONAL	Insurance Company, Trustee	Brokerage agreement	Commission
CAPITAL INTERNATIONAL GROUP	Custodian investment platform	Brokerage agreement	Commission
PRAEMIUM	Custodian investment platform	Brokerage agreement	Commission
PRUDENTIAL INTERNATIONAL	Insurance Company	Brokerage agreement	Commission
QUILTER INTERNATIONAL	Insurance Company	Brokerage agreement	Commission
(...) NON-EXHAUSTIVE LIST			

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HOW OUR FEE STRUCTURE WORKS

We understand that protecting and growing your wealth across two countries can feel complicated, especially in another language.

Our ultimate goals are to find you the smartest investments with the least amount of stress.

That aim is reflected in all aspects of our work, right down to our simplified fee structure.

Remuneration for our investment services is either from:

- **Retrocession** – such as a referral fee or sales commission by the partner we choose to work with, for example, an insurer who best meets your objectives.
- **Clean contract fees** – these are deducted directly from the client's invested capital and consist of set-up fees and annual management costs.

These fees include:

- Permanent legal and tax advice.
- Help with annual tax declaration.
- Any cross-border or general advice.

Consultation fees are calculated by:

- **Client assessment** – the needs and requirements of the client and related fees will be clearly indicated in the “engagement letter”, which signals the start of our business relationship. No fees are applied, by law, until all parties sign this letter.

The process is as follows:

- Before signing the “engagement letter” we provide risk profiles, introductory documents and our written recommendations to make our investment strategy for the client as clear as possible.
- After signature, clients receive a report summarising the engagement, that way the client's expectations and DTB Wealth Management's objectives are crystal clear and in harmony with each other.

To ensure continued accountability and transparency, a trading report will need to be signed every time DTB Wealth Management builds the client's portfolio.

Transparency is fundamental to our success, and the law demands it, such as the Autorité des Marchés Financiers (AMF), the EU's MiFID II directive and the Distribution D'Assurance (DDA).

Of course, we are happy to accurately answer any questions our clients have, no matter how complex they may be, before and after the engagement letter is signed.

The client is informed that when the advisory service is followed by an intermediation service, the adviser is remunerated by the total entry fee less the share acquired from the company that authorises him to market the product, plus a fraction of the management fee, which is a maximum of 50% of the latter. In accordance with the provisions of Article 325-6 of the AMF General Regulations, details of the advisor's remuneration by commission, acting as an intermediary, may be obtained by the client by contacting the company that authorises the advisor to market its products. The adviser undertakes to assist the client in obtaining this information.

It is also specified that within the framework of IOBSP missions, *DTB WEALTH MANAGEMENT* is remunerated by its partners up to a maximum of 1% of the sums borrowed (percentage varies according to the nature of the loan and is subject to a ceiling).

As part of the customer support, more precise information will be provided later on request once the media chosen by the customer are known.

Your Consultant may receive non-monetary benefits from some of its suppliers such as participation and invitations to seminars, training or presentations. These benefits are intended to improve the quality of the advice provided and must not detract from our obligation to act in your best interests.

In all cases, the letter of assignment that will be sent to you at the end of the first appointment will definitively validate the mode(s) and level of remuneration as well as the level of fees and charges invoiced. No invoice will be issued without your prior validation.

In your interest and for your security, we never collect or hold any funds from you, other than our fees. All payments must be made to the order of our partners.

FORMS OF COMMUNICATION

- By phone
- By mail
- By post
- By appointment or videoconference

DATA PROCESSING

In order to propose a mission in adequacy with your requests, you are going to complete a questionnaire. Through this questionnaire, *DTB WEALTH MANAGEMENT* collects personal data. In this respect, we remind you that the purpose of processing personal data is to establish your current financial and asset situation necessary to provide you with a financial investment advice service in line with the needs you have expressed to us and to establish your profile accordingly. The information is also used to offer, customize and improve products and to communicate with you.

Pursuant to Article 325-9 of the AMF's General Regulations, the firm shall refrain, unless expressly agreed otherwise, from communicating and using information concerning its clients outside its mission. This provision may not be invoked against the Association Nationale des Conseils Financiers in the context of its supervisory missions.

DTB WEALTH MANAGEMENT undertakes to collect and process personal data in accordance with the mission entrusted to it and to preserve their security, integrity and confidentiality by putting in place the technical and organisational, software and physical measures necessary to guarantee appropriate security against unauthorised or illicit processing, loss, destruction, alteration or damage of accidental origin and unauthorised access.

DTB WEALTH MANAGEMENT undertakes to ensure that any person likely to be involved in the processing of the aforementioned data complies with the same obligations of confidentiality and security of the processing of personal data. The data resulting from the collection is made available to: your advisor, the *DTB WEALTH MANAGEMENT* team (assistant, back office manager, wealth management advisor), our data hosts as well as the partners with whom we may work in order to meet your wealth management objectives.

The data resulting from the collection are kept for the duration of the provision of the service and, at the end of the contract within a maximum period of five (5) years in order to comply with a legal obligation, to establish proof of a right or a contract.

DTB WEALTH MANAGEMENT undertakes to alert you without delay in the event of a breach, loss or unauthorised disclosure of the personal data collected and more

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generally to comply with its obligations under the EU Data Protection Regulation 2016/679.

You have the right to access, rectify, delete, limit, portability and oppose the processing of your personal data and you may, at any time, revoke your consent to such processing by sending an e-mail to contact@via-ap.com. You can also file a complaint about the processing of your data with the CNIL.

Furthermore, it is your responsibility to inform the natural persons concerned by the processing operation, namely, where applicable, your spouse, ascendants, collateral or descendants.

In the event that you do not respond to this contact by signing a letter of engagement within 6 months, all personal data collected will be immediately deleted in order to end the processing within the same period.

You are informed that our company processes data for the purpose of combating money laundering and the financing of terrorism and that the right of access to data collected by the application of Articles L.561-5 and L.561-23 of the French Monetary and Financial Code is exercised with the Commission Nationale de l'Informatique et des Libertés (National Commission for Information Technology and Civil Liberties) (Article L.561-45 of the French Monetary and Financial Code).

You expressly authorise your Bank to pass on information concerning you to your Advisor. In strict compliance with professional secrecy, all the documents and elements that you will transmit to us will be treated with the utmost confidentiality and within the strict framework of the mission. You acknowledge that you are aware that your Advisor is prohibited from receiving cash, bills, securities or cheques in bearer form or to his or her order.

Data Protection Officer : Daniel BUTCHER , e-mail address : d.butcher@via-ap.com

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HANDLING OF COMPLAINTS

(Article 323 of the RGAMF and AMF Instruction no. 2012-07 of 13/07/12 - Maj 24/04/13, 20/11/13 and 17/10/2014 and 12/12/2016 with effect from 01/05/2017).

REFERRAL METHOD

Your Advisor undertakes to process your claim within the following time limits:

- a maximum of ten working days from receipt of the complaint, to acknowledge receipt, unless the reply itself is given to the customer within this period;
- a maximum of two months between the date of receipt of the complaint and the date on which the reply is sent to the customer, unless special circumstances arise which are duly justified. For any complaint, the complaints department can be contacted as follows:

By mail : info@dtbwealthmanagement.com

By post to: DTB WEALTH MANAGEMENT - Complaints Department, 3 Rue du Clos de la Muscadelle 81150 LAGRAVE, FRANCE.

REFER THE MATTER TO A MEDIATOR

Competent authority in the case of litigation

ANACOFI Mediator 92
rue d'Amsterdam
75009 Paris

Competent authority in the case of litigation regarding CIF (IFA) activities

Ms. Marielle Cohen-Branch
Ombudsman of the AMF (Autorité des Marchés Financiers)
17, place de la Bourse
75082 Paris cedex 02

Website: <http://www.amf-france.org/Le-mediateur-de-l-AMF/Le-mediateur-mode-d-emploi/Modes-de-saisine.html>

Competent authority in the case of litigation regarding insurance activities

The Mediation of the TSA
50110 Insurance Mediation
75441 PARIS CEDEX 09

Website: <http://www.mediation-assurance.org/Saisir+le+mediateur>

Competent authority in the case of litigation regarding IOBSP & real estate activities

Consumer Mediation - ANM Conso 62 rue
Tiquetonne
75002 PARIS

BIPS website: www.anm-conso.com/anacofi-iobsp

REAL ESTATE website : www.anm-conso.com/anacofi-immo

DECLARATIONS

I, the undersigned

I, the undersigned

- In application of article 325-9 of the AMF's General Regulations, the firm refrains from communicating and using information concerning its clients outside of its mission, unless it has given its express consent.
- Acknowledge(s) having read this Relationship Entry Document.

Signed at

CLIENT

DTB WEALTH MANAGEMENT
(associate partner of VIA La Plateforme Patrimoniale)

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Security information and protection of your data (GDPR)

We ensure the confidentiality and security of your personal information and give you control over it.

We strive to protect all of our operations beyond the minimum required by law, and have rigorous and consistent policies and procedures in place.

This Privacy Statement informs you about our privacy practices and the choices you can make about the way we collect and use information about you, including information that may be collected from your online activity.

Your data is protected:

Security in the cloud is our number one priority. As a customer, you benefit from a data center and network architecture designed to meet the security requirements of the most demanding organizations. We implement all necessary security measures to protect ourselves and our users from unauthorized access, modification, disclosure or destruction of the data we hold. In particular:

- We encrypt most of our services using SSL technology using the HTTPS protocol. The SSL (Secure Sockets Layer) protocol guarantees you safer and more respectful of your privacy. The SSL protocol encrypts the connection between your computer and The Heritage Platform to prevent third parties (such as Internet cafes, Internet service providers and Wi-Fi hotspots) from accessing your page and your login information. The servers where all the data is hosted are called "dedicated". Only The Heritage Platform, owner of the compartment and the object, originally had access to the Amazon S3 resources it created.
- Server-side encryption with encryption keys managed by Amazon S3 (SSE-S3) uses strong multi-factor encryption. Amazon S3 encrypts each object using a unique key. As additional protection, it encrypts the key itself with a master key and rotates it regularly. Amazon S3's server-side encryption uses one of the strongest block ciphers available, 256-bit Advanced Encryption Standard (AES), to encrypt data.
- With SSE, each protected object is encrypted with a unique key. This object key is itself encrypted by a separate master key. A new master key is issued at least once a month. Encrypted data, encryption keys and master keys are stored and secured on separate hosts for multi-layered protection.
- Amazon S3 Standard and Standard - IA are designed to provide 99.999999999% object durability in a given year. This level of durability corresponds to an expected average annual loss of 0.000000001% of the objects. For example, if you store 10,000 items with Amazon S3, you can expect to lose an average of one item once every 10,000,000 years. In addition, Amazon S3 is designed to support simultaneous data loss in two installations.
- The hosting provider conducts internal audits on the collection, storage and processing of data, including physical security measures, to prevent unauthorised access to the systems.
- Access to personal data is strictly reserved for LPP employees who need access to it in order to process it on our behalf. Such persons are subject to strict obligations of confidentiality and may be subject to disciplinary action up to and including dismissal in the event of failure to comply with these obligations.

Confidentiality is guaranteed:

The information that you communicate to us is protected by law:

- **Article 226-13 of the Criminal Code** (*Ordinance No. 2000-916 of 19 September 2000, art. 3*)
- **Article 226-22 of the Penal Code** (*Law n°2004-801 of 6 August 2004 - art. 14 JORF 7 August 2004*)
- **Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016**

When you use our services, you trust us to process your data. The purpose of this Privacy Policy is to tell you what information we collect, why we collect it, and how we use it. These rules are important and we hope you will take the time to read them carefully.

Privacy Policy :

You may use our services for a variety of reasons: to search for and share information, to communicate with others, or to create content. We are committed to preserving the confidentiality of your data. We want you, as a user of our services, to understand how we use your data and how you can protect your privacy. If you have any questions, please do not hesitate to contact us.

Data We Collect :

We collect data in the following ways:

- **Information that you communicate to us:** to access our services, you must create a La Plateforme Patrimoniale account. In this case, you provide personal information, such as your name, e-mail address, telephone number or asset data, which is stored with your account.
- **Information communicated by a third party:** certain third parties, professionals that you will have mandated, may feed your account database with the data you will have entrusted to them.

How we use the data we collect:

We process your personal data on dedicated servers located in a European country. Your personal data may therefore be processed on a server located outside your country of residence but within the framework of European regulations.

Transparency and freedom of choice :

Confidentiality concerns differ from person to person. We want to be transparent about how we collect and use information about you so that you have all the information you need to make informed choices. For example, you can perform the following actions:

- Control who you share your data with through your account in the "My Advisors"
- For professionals, adjust and modify the display of the profile associated with your account in the "My Profile" tab.
- Delete all the data associated with your account in the tab "Unsubscribe"
- Export all your data in a usable computer format

Data you share :

Our services offer you several ways to share and delete your content.

Consultation and updating of your personal data:

When you use our services, you have access to all your personal information. If there are any errors, we make sure that you can update them promptly or delete them, unless we need to keep them for purposes required by law. Access to and correction of data is a free service of which you have full and instantaneous control.

Data we share:

We only share your personal data with companies, organisations or third parties under the following circumstances:

Our services offer you several ways to share and delete your content.

- **With your consent:** We will only disclose your personal data to third companies, organisations or persons with your consent. We always ask for your permission before disclosing personal data to third parties.
- **With Technicians and Domain Administrators:** Technicians and Domain Administrator have access to your account data but in accordance with this Privacy Policy and in compliance with all appropriate security and privacy measures. Indeed, they have each made the same commitments as those described herein.
- **For legal reasons:** The Heritage Platform undertakes not to derogate from the rules of preserving the confidentiality of the information and personal data at its disposal except at the request of the supervisory authorities or the courts. In the event that La Plateforme Patrimoniale takes part in a merger, acquisition or any other form of asset disposal, we undertake to guarantee the confidentiality of your personal data and to inform you before they are transferred or subjected to new confidentiality rules.

Respect and cooperation with regulatory bodies :

We regularly check that we are complying with this Privacy Policy. We also comply with several self-regulation charters. When we receive an official written complaint, we contact the user to follow up on it. We cooperate with the relevant authorities, including local data protection authorities, to resolve any disputes regarding the transfer of personal information that we cannot resolve directly with the user.

Modifications :

This Privacy Policy may change from time to time. Any diminution of your rights under this Privacy Policy shall not be enforced without your express consent. We will post any changes to the Privacy Policy on this page and, in the event of significant changes, we will post a prominent notice (including, for certain services, through e-mail notification). Previous versions of this Privacy Policy will be archived and made available to users.

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