

## Customer information on St. Gotthard Fund Management AG

### 1. Introduction

The Financial Services Act ("FIDLEG") came into force in Switzerland on 1 January 2020. The FIDLEG obliges all financial service providers to provide clients with detailed information on financial services and financial instruments offered. St. Gotthard Fund Management AG ("STGFM") has already provided very comprehensive information on STGFM when the contract was concluded. We are pleased to comply with the further requirements of the legislator as follows:

### 2. Name, address, means of communication and authentic language

You can reach STGFM at the following contact details:

Home and postal address: **St. Gotthard Fund Management AG**  
**Gotthardstrasse 14, 6300 Zug, Schweiz**

Telephone number: **+41 (0) 41 544 91 20**

E-mail: [info@stgfm.com](mailto:info@stgfm.com)

With STGFM you can communicate at any time in German, English or Russian. However, the legally binding documents of STGFM are always those written in German or English.

STGFM will usually communicate with you as a client by telephone, by letter, if necessary, also by fax or e-mail. Orders to execute securities orders will not be accepted by e-mail.

### 3. Commercial register entry

STGFM is in the commercial register registered under the following company number:  
**CHE-255.944.727**

### 4. Legally authorised representatives of the Institute

Managing directors are **Stefan Bollhalder** (CEO) and **Christian Tanner** (COO).

### 5. Economic link with third parties

STGFM was founded in 2019 by Stefan Bollhalder, Vladimir Vishnevskiy and Sergey Radchenko. The share capital amounts to CHF 100'000. 100% of the share capital of STGFM is owned by Sergey Radchenko. There are no economic ties to third parties.

### 6. Supervisory status

As a financial intermediary domiciled in Switzerland, STGFM is affiliated to the **Association for the Quality Assurance of Financial Services** ("VQF"). As a self-regulatory organisation ("SRO"), the VQF is responsible for the supervision of its members in the fight against money laundering and terrorist financing through official recognition by the Swiss Financial Market Supervisory Authority ("FINMA"). In its function as an industry organisation for independent asset managers ("BOV"), the VQF supports independent asset managers in complying with key asset management principles. STGFM will provide clients with an up-to-date confirmation of membership if they so wish.

STGFM has submitted or will submit an application to FINMA in 2020 as an asset manager under the Financial Services Act ("FINIG").

### 7. Value added tax number ("VAT-No.")

Our VAT number is: **CHE-255.944.727MWST**

### 8. Legal Entity Identifier ("LEI")

Our Legal Entity Identifier («LEI») is: **5067008Y90MI4N1PUU89**

## 9. Global Intermediary Identification Number („GIIN“)

Our Global Intermediary Identification Number („GIIN“) is: **71025J.99999.SL.756**  
STGFM is a “**Reporting Financial Institution**“ under **Model 2 IGA**.

## 10. Financial service offered

STGFM offers **asset management** and **investment advice** and the **distribution of a fund** in which STGFM is the **investment manager**. Other services can include portfolio analyses and investment proposals, capital-protected investment strategies and fund and hedge fund advice.

## 11. Type and instruction of custody of financial instruments and deposit protecting

STGFM does not itself hold any financial instruments or client assets in safe custody. STGFM is not entitled to make cash dispositions, deliver securities or other assets in its own favour or in favour of third parties. For this reason, measures for the separation of client funds are not envisaged. Clients' assets are held in safe custody at institutions recognized as banks by the Swiss Financial Market Supervisory Authority FINMA (“**FINMA**“) and subject to prudential supervision.

Under Swiss bankruptcy law, deposits with banks and securities dealers up to the amount of **CHF 100,000 per person** are privileged in the 2nd class. They are settled before most other unsecured claims. This ensures with a probability bordering on certainty that these amounts will also be paid out to clients. In addition, the Swiss banks' and securities dealers' deposit guarantee scheme ensures that these client balances of up to CHF 100,000 are paid out quickly, i.e. no later than **90 days** after the bank or securities dealer closes.

A bank cannot offset claims against clients (e.g. mortgage) against their deposits (e.g. savings account). In accordance with the agreement between the Swiss banks and securities dealers on deposit protection, the banks have waived the right to offset against the depositor's debts up to the maximum privileged amount. This waiver is irrevocable and binding on the bank's decision-makers.

**Securities** (e.g. shares and bonds) are directly segregated by the liquidator as client property, do not fall within the liquidation assets and are therefore directly secured. A similar regulation applies to securities of investment funds. These investments therefore do not require deposit protection.

In the event of a bank's bankruptcy, physical precious metal (precious metals from a safe deposit box or custody account) is handed over immediately, as it has only been kept in safe custody. Credit balances on a **metal account**, on the other hand, are assigned to the 3rd bankruptcy class.

## 12. The costs associated with the financial service offered and the purchase, sale and holding of the financial instruments offered

The exact costs can be found in the investment advisory or asset management agreement. It is possible that the client may incur additional costs and taxes as a result of future legal changes arising from investment advice or asset management in connection with the financial instruments and investment services purchased for him/her, which are not included in the investment advice or asset management agreement and which may be charged to him/her. Payment shall be made by direct debit from the customer's account by means of the direct debit procedure. The customer therefore has the right to object.

The customer's own costs (e.g. for long distance calls, postage, but in particular all costs of the custodian bank) must be borne by the customer.

## 13. Dispute settlement proceedings before an ombudsman

Disputes concerning claims of the customer against STGFM should be settled by an ombudsman's office, if possible, within the framework of a dispute settlement procedure. The submission of a request for dispute settlement to an ombudsman does not exclude or prevent a civil action. STGFM is affiliated with the following ombudsman's office:

Name: **Not yet determined, as ombudsman offices have not yet been established.**

Address:

Phone:

E-mail:

#### 14. Independent provision of financial services

The advice and management by STGFM is not restricted by internal guidelines as is the case with banks. As an independent asset manager, STGFM performs the same tasks as banks, but the main difference is that STGFM can make independent investment decisions according to its own convictions. This freedom allows STGFM to advise the client more individually and to include a wider range of products.

Furthermore, STGFM does not accept any benefits (including retrocessions) from banks and third parties in the case of asset management mandates and investment advice, nor does it pass them on to the client.

#### 15. Ongoing assessment of the suitability of financial instruments

In the case of investment advisory and asset management clients, STGFM checks in each individual case whether the financial instrument in question is suitable for the client ("**suitability**"), i.e. whether it is in line with the **risk profile** and the **investment strategy** before the purchase.

#### 16. Market analysis related to the service

STGFM undertakes to select securities with care. Only reliable sources of information are used to select investments and financial instruments.

#### 17. Customer reporting

As an investment advisory or asset management client of STGFM, you will receive a statement of assets and liabilities on a regular basis (monthly, quarterly, semi-annually or annually) together with a presentation of the **absolute performance** or a **comparative figure** ("**relative performance**" or "**benchmark**"). In the case of credit-financed portfolios and portfolios that provide for the use of leverage products, monthly reporting is planned. In the event of unexpected substantial losses within a reporting period, STGFM will inform the client immediately. Your investment advisory or asset management contract contains further details in this regard.

#### 18. Conflict of Interest- and Best Execution-Policy

The principles for dealing with **conflicts of interest** are set out in the **Conflict of Interest Policy** and those for the **execution principles** in the **Best Execution Policy**. The documents can be provided to clients on request.

#### 19. Absolute performance or comparative figure ("**relative performance**", "**benchmark**")

In order to present STGFM's asset management services in a transparent manner, STGFM measures them in terms of **absolute performance** or a **benchmark**. Any benchmark depends on the respective investment strategy. Further details are contained in the asset management agreement and the relevant appendices.

#### 20. Investment objectives

STGFM will agree with you the investment objectives, the level of risk to be considered in the exercise of the discretion of the Manager and any limitations on that discretion. For individual custody accounts, these objectives will be set out with the client in the investment advisory agreement or in the asset management agreement.

## 21. Valuation of financial instruments

STGFM uses the valuation criteria of the respective custodian bank for the valuation of the financial instruments held in the client portfolio and is limited to the examination of the values delivered. The following must be observed:

- Investment funds are always valued at the surrender values published by the respective fund companies.
- Listed securities are always calculated at the prices of the most liquid market in these securities based on the official closing prices.
- If no stock exchange price is provided for financial instruments, STGFM will determine the market value in agreement with the custodian bank, applying general valuation standards.
- Valuations of the financial instruments in the client portfolio are usually carried out on each trading day.

## 22. Customer classification

The FIDLEG stipulates that financial service providers must classify their customers into one of three customer categories: **Institutional clients** (e.g. banks and insurance companies), **professional clients** (e.g. large companies) and **private clients**. Clients who are not institutional clients or professional clients are automatically private clients. Private clients enjoy the highest level of investor protection. **As we are committed to this goal, we initially classify all clients as private clients.** If you believe that you belong to a different client category, please let us know.

## 23. Information on the investment advisory or asset management agreement

STGFM will manage the assets subject to the asset management order for the account of the client, considering the investment principles agreed in writing in each individual case. STGFM shall be entitled, at its own discretion, to take all administrative measures it deems appropriate for the Client, for the Client's account. In order to carry out the management, STGFM shall be granted a power of attorney by the Client, which enables it to make dispositions of the assets subject to the management of the assets.

## 24. Reference to risks and price fluctuations of securities

Securities transactions involve special risks due to their specific characteristics or the transactions to be carried out. In particular, the following risks must be mentioned:

- Price change risk/risk of falling share prices,
- Credit risk (default risk or insolvency risk) of the issuer,
- Total loss risk.

The price of a security is subject to fluctuations on the financial market, over which STGFM has no influence. Therefore, the individual securities transaction cannot be revoked. Income generated in the past and increases in value achieved in the past are no indicator of future income and/or increases in value.

Detailed information can be found in the brochure "**Special Risks in Securities Trading**" published by the Swiss Bankers Association, which is distributed to the client by the custodian bank.

## 25. Right of termination and revocation

The customer has the right to terminate the contract in accordance with the conditions set out in the contract. The Customer has no right of cancellation regarding any securities transactions carried out within the framework of STGFM's asset management.

## 26. Prices for the services of STGFM

The current prices for STGFM's services are set out in the Investment Advisory or Asset Management Agreement.

The total fee will be collected by STGFM from the Client's account. The collection will take place on the date stipulated in the contract.

### **27. Reference to taxes to be paid by the customer**

STGFM does not provide tax advice. If the customer has any questions about taxes, he should contact the tax authority responsible for him or his tax advisor. This applies in particular if he is liable to tax abroad.

Taxes may arise immediately and retroactively on the customer's securities transactions. These are to be borne by the customer himself and will be charged to his account/deposit.

### **28. Performance of the agreement**

STGFM fulfils the Asset Management Contract by making dispositions for the Client's custody account and account using the power of attorney granted by the Client. It may place orders with the custodian bank in the name and for the account of the client. In this way, it designs the client's securities account and the assets entrusted to it for management. In addition, STGFM sends the client a fee statement on the contractually agreed dates.

STGFM begins to fulfil the asset management or investment advisory contract upon receipt of the assets in the account/deposit and only after all the necessary client details for the securities transactions have been provided and/or after the dates and deadlines stipulated in the contract.

### **29. Legal system / court of jurisdiction**

The initiation of the contract is subject to Swiss law. According to the investment advisory or asset management contract, Swiss law applies to the conclusion of the contract and the entire business relationship between the customer and STGFM. The place of performance is Zug. The place of jurisdiction for all proceedings is Zug. However, STGFM shall also have the right to take legal action against the Customer at the competent court of his place of residence or any other competent court.

Status: May 5th, 2020