

## Information about Bankhaus Lampe KG and its services

### Name and address

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**Sort code 480 201 51**  
**S.W.I.F.T. code LAMPDEDD**

## **Language**

The governing language for the contractual relationship is German.

## **Responsible supervisory authority**

The bank is supervised by the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht – BaFin), Graurheindorfer Straße 108, 53117 Bonn and Marie-Curie-Straße 24-28, 60439 Frankfurt (internet: [www.bafin.de](http://www.bafin.de)).

## **The bank's service offering**

The bank particularly offers the following investment services and ancillary investment services:

- the purchase or sale of financial instruments in its own name for the account of third parties (financial commission business);
- the purchase or sale of financial instruments for its own account as a service for others (proprietary trading);
- the purchase or sale of financial instruments in the name and for the account of third parties (acquisition brokerage);
- the arrangement of transactions for the purchase and the sale of financial instruments (investment brokerage);
- the management of individual assets or portfolios invested in financial instruments for third parties with scope for decision-making (financial portfolio management);
- personal recommendations to clients or their representatives pertaining to transactions with particular financial instruments, provided that these recommendations are based on an examination of the investor's personal circumstances or is deemed suitable for that investor (investment advice);
- the purchase and the sale of financial instruments for its own account (proprietary business);
- the safe custody and management of financial instruments for others and related services (custody business);
- granting loans and credits to others for securities transactions;
- foreign exchange transactions related to investment services.

In its recommendations of financial instruments, the bank takes account of a comprehensive range of financial instruments. In particular, these are not limited to the products of suppliers or issuers with whom it has a legal and/or business relationship.

The bank does not offer independent fee-based investment advisory services according to the German Securities Act. It is therefore not generally prohibited from accepting and keeping benefits also in conjunction with investment advice (e.g. placement/trail commissions or other, non-cash benefits) from third parties.

The bank does not regularly assess the suitability of the financial instrument it recommends for its clients.

## **Means of communication / recording**

The client can communicate with the bank by mail, telephone, telefax, and e-mail. The bank accepts orders placed in person, by phone or by mail. Orders placed by telefax or e-mail will be accepted only if the client and the bank have concluded the "Agreement on communications by telephone/ telefax / e-mail".

For the purpose of keeping proof, the bank electronically records the contents of telephone conversations and other electronic communications (esp. e-mail) associated with the acceptance, transfer and execution of orders, or which discuss the risks, earnings potential or form of financial instruments or investment services and archives them for a period of five years as required by law. The Client may at any time within the aforementioned period obtain a copy of the record which the Bank makes available upon request.

## **Customer classification**

Bankhaus Lampe KG distinguishes between private clients, so-called professional clients, and so-called eligible counterparties (= a special type of professional client; this includes financial institutions and insurance companies). The customer classification determines the scope of information obligations, and it also impacts the extent to which it is required to caution and advise. Private clients enjoy the highest degree of protection. Among other things, investment firms have an option to increase the level of protection for professional clients who are not eligible counterparties. Bankhaus Lampe KG makes use of this option. As a result, Bankhaus Lampe KG grants all investors except for eligible counterparties the highest level of protection, unless the bank has informed an investor that he has been classified as a professional client, as may happen in individual cases.

## **Suitability test**

Prior to giving investment advice or executing portfolio management services, the bank will perform a suitability test in order to examine whether a particular financial instrument (investment advice) or a particular investment strategy (portfolio management) is suitable for recommendation to the clients. The bank will ask the clients to provide complete and accurate information about their investment objectives and -- in the case of private clients -- about their know-how and experience as well as about their financial situation in order to be able to recommend financial instruments or services suitable for these clients.

## **Costs**

The bank informs its clients in advance of the approximate cost of the investment services they make use of as well as of the effect these costs and ancillary costs will have on the yield (ex-ante cost reporting).

If the bank provides its securities services based on an all-in fee agreement concluded with these clients, this agreement generally covers the ex-ante reporting at the same time. In this case, the bank will specifically provide the client with advance information only about costs and ancillary costs that are not covered by the all-in fee agreement (e.g. brokerage fees, taxes) or about costs the client has to pay to third parties (e.g. administration costs in the case of funds).

For example, if an all-in fee of 1 % p.a. has been agreed based on an assumed investment volume of EUR 1 million, the bank calculates costs of EUR 2,500.00 for a quarterly billing period. The return on investment earned in the billing period is reduced by the value of the agreed all-in fee of 1 %.

If the bank provides investment services to professional clients or eligible counterparties based on an agreement concluded with these clients that determines an amount per transaction volume (e.g. "x" basis points), this covers its ex-ante reporting obligation toward these clients, i.e. the obligation to provide information about the costs and ancillary costs.

The bank will inform the clients of the exact amount of costs and ancillary costs after the investment services have been executed.

## **Terms of issue**

We should like to point out to our clients that in the case of securities offered to the public, the prospectus is available from the issuer. It is usually published on the issuer's website, and a printed version is made available by the issuer upon request.

## **Reporting**

Unless otherwise agreed between the client and the bank, the bank will send the client a bill including the main details for the transaction immediately after the execution of the order.

Special provisions apply to the bank's reporting obligations in the portfolio management business. Unless otherwise agreed or regulated by law, these stipulate that a report must be provided at the end of each calendar quarter (four per year) and that the client must be informed of any significant losses.

In addition, the bank provides the client with a securities account statement (as of 31/12 the previous year) once per year.

## **Description of the manner in which sustainability risks are integrated into the investment decisions and investment advices (Article 6 SFDR)**

As part of the investment process within the framework of portfolio management contracts and the decisionmaking in the case of giving investment advice, the Bank includes the relevant financial risks in the investment decision respectively the recommendation and assessed on an ongoing basis. In doing so, relevant sustainability risks within the meaning of Regulation (EU) 2019/2088 of the European Parliament and of the Council of November 27, 2019, on sustainability-related disclosure requirements in the financial services sector ("Disclosure Regulation"), which may have a material negative impact on the return on an investment, are also taken into account.

Sustainability risk means an environmental, social or governance event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of the investment. Sustainability risks can therefore lead to a significant decline in the financial profile, liquidity, profitability or reputation of the underlying investment. If sustainability risks are not already taken into account in the valuation process of the investments, they can have a material negative impact on the expected / estimated market price and/ or the liquidity of the investment and thus on the return of the investment. Sustainability risks can have a significant impact on all known risk types and can contribute as a factor to the materiality of these risk types.

Further information about the manner in which sustainability risks are integrated into the investment decisions and advices and their potential impact on the return of the investment can be found on [www.bankhaus-lampe.de/ Rechtliche Hinweise zur Nachhaltigkeit](http://www.bankhaus-lampe.de/RechtlicheHinweisezurNachhaltigkeit).

## **Information about bank resolution and bail-in**

Equities and obligations (e.g. bonds) issued by a financial institution and other receivables from financial institutions are subject to special regulations. These regulations may have negative implications for the investor/the financial institution's contractual partner in the event that the financial institution is liquidated. Details can be found on [www.bankhaus-lampe.de/Bankenabwicklung](http://www.bankhaus-lampe.de/Bankenabwicklung).

## **Protection of the client's assets**

The bank is a member of the Entschädigungseinrichtung deutscher Banken GmbH (German banks' deposit guarantee scheme), and it participates in the Einlagensicherungsfonds des Bundesverbandes deutscher Banken e. V. (deposit protection fund of the German banking association). Details can be found in No. 20 of the bank's general terms and conditions and in the bylaws of the deposit protection fund, which will be made available to clients upon request.

Securities are held in safe custody in accordance with the bank's special conditions for securities transactions. Securities eligible for collective custody are mostly held in safekeeping with the German central securities depository bank (Clearstream Banking AG Frankfurt). In the case of foreign securities, a sub-depository will usually hold them in safekeeping for Clearstream Banking AG Frankfurt, either in the security's home market or in the country where it was purchased. The bank will inform the client of the country where its securities are held in safekeeping in the securities settlement statement. The client shall acquire ownership or a legal status similar to ownership of the securities the bank holds in safekeeping as described above (see Nos 11 and 12 of the Special Terms and Conditions for Securities Transactions). The client is therefore protected from third-party access to its securities in accordance with the governing foreign regulations.

Clients should note that securities are held in safekeeping in a collective account by the respective depository if permitted under national law. As this does not include individual allocation to owners but merely a cover holding, there is a risk that the client will have to prove his rights to the securities held in safekeeping. In addition, the client must be clearly informed of the associated risks.

If the client so wishes, a segregated account, separate from other clients, can be opened at the third-party depository bank. The related costs will be billed to the client.

If the bank holds its client's financial instruments in safekeeping in a third country, it will inform the client accordingly and caution him of potential implications as regards his rights. The bank will similarly inform its clients of the existence and the conditions of a potential security interest or right of lien or the right to offset which the bank itself or a depository has or may have to the client's instruments or cash assets.