

Determine your ability to bear a loss

**BPER Bank Luxembourg** 

## Personal data processing and protection

Information collected in this document may be placed on any medium and will be entered by the Bank into a database and used to identify and determine the Client's investor profile for providing the contracts and services agreed with the Client and to meet its regulatory obligations, especially in terms of legislation governing combating money laundering and financing of terrorism and applicable investment legislation. Thus, the Bank may be led to check the authenticity of data provided by the Client and transfer the data to competent government authorities and jurisdictions.

The Bank may keep personal data for a period not exceeding that necessary for the Bank to achieve its expectation and meet the Bank's General Terms and Conditions.

The Client, his representative(s) and the Assignee declare that they are aware and explicitly acknowledge that personal data will be processed in the manner described in this clause and in the Bank's General Terms and Conditions. The Client, his representative(s) and the Assignee have the right to ask to access, correct, delete and port their personal data, and oppose its processing, and even ask for it to be limited.

## **Client Declarations**

The Client declares that the Bank has collected data on his knowledge and his experience with investment (or that of the Assignee if necessary), his financial situation and his investment expectations. All information collected will be used to determine a Profile.

The Client declares that data provided to the Bank is up-to-date, accurate and complete and declares that indications and information conveyed are consistent with its Articles of Association and/or discussions held by its management bodies. The Client shall immediately notify the Bank of any change to the data and provide the Bank, merely on request, with any further information which he deems necessary for updating the data communicated, maintaining banking relations and/or if required by legal or regulatory provisions.

The Client's Profile thus defined will determine whether a financial service or transaction can be provided considering his characteristics and the risks inherent to the financial instruments to which it relates.

The Client's acknowledges that investing in financial instruments implies risks such as those of short-term economic prospects, quality of issuers or counterparties, currencies or the interest rate which may lead to losses for which he is liable. The Client's knowledge of financial instruments and associated risks has been determined, if necessary, from the answers provided in the questionnaires sent to the Client.

If the Client does not provide the Bank with information requested or provides out-of-date, incorrect or incomplete information, he acknowledges that he is aware that the Bank cannot guarantee that certain services, such as portfolio management services and financial advice, will be provided.

## **Ability to bear losses**

In order to make an assessment of the suitability, the Bank needs to obtain the necessary information in relation to the client to evaluate:

- (i) his investment objectives (incl. time horizon and risk tolerance);
- (ii) his financial situation (incl. ability to bear loss);
- (iii) his knowledge and experience.

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All the necessary information is captured at the on-boarding of the client via MiFID II Investor Questionnaires for Individuals and for Legal Entities.

The Bank has adopted this document to evince the bear a loss.

## Which is your favourite scenario considering your ability to bear a loss?



Low risk investment

Moderate risk investment

High risk investment

Representative 1	
First name(s)	Signature
Married surname	
Surname Date	
Representative 2	
First name(a)	Signature
First name(s)	Signature
Married surname	
Surname Date	
Representative 3	
First name(s)	Signature
Married surname	- Constitution of the cons
Surname Date	