

Information on the Markets in Financial Instruments Directive (MiFID II) / Celsion Bank AG

I. Introduction/Background

This document on the Markets in Financial Instruments Directive ("MiFID II Information") provides information about the Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (recast).

The aim of MiFID II is to strengthen investor protection and establish standards for financial service providers. Since November 2007, investment business in Europe has been governed by the Markets in Financial Instruments Directive ("MiFID"). The European Union (EU) amended this Directive at the start of 2014 in response to changes in market structures, innovations in the financial markets and the fallout from the financial crisis. The revised version, MiFID II, is intended to achieve greater market transparency, enhance the efficiency and integrity of the financial markets and address the loopholes in MiFID I.

As a member of the European Economic Area (EEA), Liechtenstein is obliged to transpose these EU rules into national law. The rules will primarily be adopted through amendments to the Liechtenstein Act of 5 December 2024 on the Activities and Supervision of Banks, Financial Holding Companies and Mixed Financial Holding Companies (Banking Act, "BankA"), the Ordinance of 14 January 2025 on Activities and Supervision of Banks, Financial Holding Companies and Mixed Financial Holding Companies (Banking Ordinance, "BankO"), the Act of 5 December 2024 on Investment Services (Investment Services Act, "WPDG") and the Ordinance of 14 January 2025 on Investment Services (Investment Services Ordinance, "WPDV").

A Bank that supplies investment services and/or ancillary services to their clients has to provide the client with detailed information about the banks themselves and the services and products they offer.

This information contains information on the implementation of MiFID II requirements relevant for Celsion Bank AG ("Celsion Bank" or "Bank") and its clients. This document includes general information, such as (inter alia) the regulatory licence status, client classification, best execution, conflict of interest, third party benefits, general risks and complaints handling.

This MiFID II Information is provided for information and regulatory purposes only and should not be considered as marketing material. It is not a solicitation or an offer for a financial or investment service, or a recommendation to buy or sell any financial instruments.

II. General Information

1. Information regarding Celsion Bank AG

Celsion Bank is a company in the legal form of a company limited by shares, which is registered in the commercial register of the Principality of Liechtenstein (Reg. no. FL-0002.718.985-5), and which is licensed by and subject to the supervision of the Financial Market Authority Liechtenstein ("FMA").

Celsion Bank is a licensed Liechtenstein bank under the BankA. The head office is located in Vaduz. Where Celsion Bank provides investment services and/or ancillary services according to Annex 1 lit a of the WPDG, the applicable Liechtenstein legislation applies (WPDG/WPDO).

Celsion Bank has its registered office at the following address:

Celsion Bank AG
Austrasse 77
9490 Vaduz
Liechtenstein

Please note, that Celsion Bank's product and service offering depends on the regulations applicable in each client's country of domicile and may not or only to a certain extent be available to all clients.

Celsion Bank is a member of the Liechtenstein Bankers Association and, for the protection of client monies, belongs to the Deposit Guarantee and Investor Protection Foundation PCC. The scope of liabilities protected by the Deposit Guarantee and Investor Protection Foundation PCC and other relevant topics are described in an information sheet published by the Liechtenstein Bankers Association. It can be obtained from Celsion Bank or directly from the Deposit Guarantee and Investor Protection Foundation PCC (www.eas-liechtenstein.li).

For more information, please check Celsion Bank's website (www.celsion-bank.com), contact your account manager or contact us under the address above or under: clientservice@celsion-bank.com

2. Language and Communication

The language which governs the contractual relationship between you and Celsion Bank is English.

However, you may communicate with us in German at any time or in any other language that we have agreed with you. Agreements and other documents are usually provided in English, unless otherwise agreed between Celsion Bank and the client.

The means of communication between you and Celsion Bank are outlined in No. 14 “Use of Communication Channels; Delivery of Communications” of Celsion Bank’s General Terms and Conditions (“GTC”).

3. Contractual Agreements with Celsion Bank

The rights and duties in connection with the execution of investment and/or ancillary services are set out in the relevant agreements, including the Celsion Bank’s GTC and Custody Regulations (as amended from time to time). This MiFID information is provided as supplementing information only.

4. Recording of Communication (Phone Calls and other Electronic Communication)

We are required by law to record telephone calls and electronic communications relating to the acceptance, transmission and execution of orders which involve financial instruments or investment services and ancillary services, and to retain such telephone calls and electronic communications for a period of five years and, where requested by the competent authority, for a period of up to seven years. Please also refer to No. 25 “Recording of Communication” of Celsion Bank’s GTC.

III. Client Segmentation

5. Categorisation by Celsion Bank

Where Celsion Bank provides investment services and/or ancillary services in the sense of Annex I lit a WPDG, the Bank is required to classify clients for the purposes of the applicable conduct-of-business regime.

The clients are informed of their categorisation as “non-professional client”, “professional client” and “eligible counterparty”. Existing clients are notified only if they are reclassified.

The Bank is required to classify their clients in accordance with precisely defined criteria in one of the aforementioned client categories. The classification serves to ensure treatment of Celsion Bank’s clients in accordance with knowledge, experience with transactions in financial instruments, as well as type, frequency, and scope of such transactions.

A “**non-professional client**” (“retail client” / “private investor”) is a client who is not classified as a “professional client” or an “eligible counterparty”. This classification results in the highest level of customer protection for such non-professional clients.

A “**professional client**” is a client who fulfils the criteria in Section B, para 1 of Annex 2 of the WPDG. Due to this client classification, a lower level of protection is awarded to such clients. In the case of “professional clients”, Celsion Bank assumes that the client or person acting on the client’s behalf has sufficient experience, knowledge, and expertise to understand investment services and is thus able to adequately assess the risks involved.

An “**eligible counterparty**” is a regulated entity, large company, governmental entity, central bank, and international and supranational organization meeting the criteria outlined in Art. 25 para 3 WPDG. Eligible counterparties are afforded the lowest level of protection since they, or the persons acting on their behalf, are considered to have sufficient experience, knowledge, and expertise to understand securities transactions, and thus to be able to adequately assess the risks involved.

Celsion Bank does not render services to Non-Professional/Retail Clients.

Each client segment is assigned a different level of investor protection (for example, with regard to information obligations, suitability and adequacy tests, documentation and accountability obligations).

6. Reclassification

Clients are entitled to request a different classification, i.e. a reclassification at any time. Celsion Bank is only able to undertake such reclassifications if the necessary regulatory requirements have been met. **Reclassifications always lead to a change in the level of protection and offered services and, in any case, apply to all investment and ancillary services.**

Accordingly, “non-professional clients” requesting reclassification or opting-up to “professional client” status must make a written request and satisfy at least two of the following criteria:

- The client has carried out securities transactions, in significant size, on the relevant market at an average frequency of 10 per quarter over the previous four quarters.
- The size of the client’s financial instrument portfolio, including cash deposits and financial instruments, exceeds EUR 500,000.00 or the equivalent value in CHF.
- The client works, or has worked, in the financial sector for at least one year in a professional position, which requires knowledge of the transactions or services envisaged.

When checking the aforementioned criteria, Celsion Bank relies on information and documents given by the client. Without client’s application the Bank will reclassify a client downward only if it is proven that such client does not fulfil the relevant criteria of its current client category anymore. Celsion Bank will inform the client about such downward reclassification on its own initiative.

IV. Risk Disclosure

Regarding risks, reference is made to the following specific documents which were handed out to you during account opening:

- Celsion Bank AG: “Digital Assets – Risk Disclosure” and “Foreign Currencies and Crypto Asset Trading Terms”
- Brochure of the Liechtenstein Bankers Association “Risks in Securities Trading”

Please make sure to familiarize yourself with these documents prior to transacting in financial instruments or Digital Assets and contact your account manager in case of any questions.

Trading in financial instruments in the sense of Annex 1 lit C WPDG entails financial risks. Depending on the financial instrument, these risks can vary greatly. The legal provisions fundamentally distinguish between so-called “non-complex financial instruments” and “complex financial instruments” (for the term “non-complex financial instrument” see Article 25 Par. 4 lit. a of the Directive 2014/65/EU and Article 57 of the Delegated Regulation (EU) 2017/565). Which types of financial instruments exist, and which risks are associated with them are explained for clients of Celsion Bank in more detail in the brochure “Risks in securities trading”, which can be accessed under www.celsion-bank.com/downloads.

Please note, that Celsion Bank does not provide investment advice nor portfolio management.

V. Information about Costs and Fees

In connection with the provision of financial services, costs and fees may be charged by both Celsion Bank and third parties (for example, external custodians or brokers). Our current costs and fees can be found in the respective applicable Pricing Schedule, which you can find on our website www.celsion-bank.com/downloads.

Costs and fees of third parties will also be charged to you. In addition to the costs and fees that Celsion Bank charges you directly, other costs and fees will be charged to you indirectly, for example, current fees of a fund, which reduce the return on the fund. Celsion Bank will disclose these costs and associated charges for its services and those costs and associated charges related to the management of financial instruments. Also the effect of the overall costs and charges on the return of investment will be disclosed by Celsion Bank. Where information is provided to the client on costs and associated charges on an ex-ante basis, these constitute estimates. The actual costs and associated charges will be disclosed on an ex-post basis and may differ from the ex-ante estimate. These costs and fees can be found in the respective, contractually agreed documents and/or products. You can also obtain this information from your account manager (clientservice@celsion-bank.com).

VI. Best Execution

Celsion Bank takes all necessary measures to achieve the best possible execution of client orders. These measures may differ depending on the different client segments according to section II of this document.

Please refer to the document “Foreign Currencies and Crypto Asset Trading Terms” regarding best execution and how this is

handled by Celsion Bank for foreign currencies and different types of digital assets.

VII. Dealing with Conflicts of Interest

A conflict of interest may arise when the interests of one party (for example, Celsion Bank, a board member, an employee, a client or a company affiliated with Celsion Bank) do not coincide with or might not in the future coincide with the interests of another party. This may put one party at a disadvantage to the benefit of the other party.

Potential conflicts of interest areas are (inter alia):

- Potential conflict between Client interests and the interests of Celsion Bank where the Bank might be unfairly advantaged at the expense of a Client (Client-Bank Conflict).
- Potential conflict between different Clients or groups of clients where one Client may receive preferential treatment over another Client (Client-Client Conflict).
- Potential conflict between interest of employee of Celsion Bank and the interests of a Client where interests of the employee may not be aligned with the Client’s interests (Employee-Client Conflict).
- Potential conflict where a third party may potentially be treated favourably which could impact Clients or Celsion Bank (Third Party Conflict).

Celsion Bank has implemented appropriate organisational and administrative measures to prevent or mitigate conflicts of interest that may arise from the provision of services and that could pose a risk to the interests of our Clients or lead to a disadvantage. Adequate policies and rules on conflicts of interest handling have been established which are appropriate for the nature and scope of our business. These rules and policies enable the identification, recording, prevention, mitigation or disclosure of conflicts of interest. If disadvantages for Clients cannot be excluded or can only be excluded with disproportionate effort, Celsion Bank will disclose this to its Clients in a suitable manner. Various controls ensure that Celsion Bank’s policies and rules on conflicts of interest remain appropriate and are adhered to.

VIII. Benefits from Third Parties

Please refer to the document “Custody Regulations” (Section II No. 18 “Fees and Remuneration”) and “GTC” (No. 24 Third Party Benefits”) with regard to third party benefits and how this is handled by Celsion Bank.

IX. Complaint Handling

If you are not satisfied with our services, please send an email to your account manager clientservice@celsion-bank.com or fill out complaint form on the website (www.celsion-bank.com/complaints-whistleblowing). We handle all enquiries

and complaints in accordance with our legal obligations and internal procedures. In order to process your enquiry or complaint efficiently and promptly, we need your full name, contact details and the reason for your enquiry or complaint, including any relevant documents. We will confirm receipt of your enquiry or complaint and will aim to answer to your enquiry or complaint within an adequate timeframe. We may request additional information from you in order to process your enquiry or complaint.

Celsion Bank is a member of the Liechtenstein Conciliation Board. You may contact the Conciliation Board under the following address:

Conciliation Board of Liechtenstein
Landstrasse 60
P.O. Box 343
9490 Vaduz
Liechtenstein

info@schlichtungsstelle.li

X. Client Reporting

Celsion Bank will provide the client with a transaction statement immediately after executing a securities transaction. Prior to executing an order, the Bank will only inform the client of the status of the execution if the client has expressly requested this or there are special circumstances or difficulties. Celsion Bank will provide the client with an overview of the financial instruments held for him, including a transaction overview (custody account statement) and an overview of all the credits and debits for the respective currency accounts (account statement). This will be done at regular intervals – usually once a quarter. Celsion Bank will provide additional or other lists only where this has been agreed.