



PERSONAL ACCOUNT DEALING PROCEDURE

ABN AMRO – ODDO BHF B.V.



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Table of Contents

1.	Introduction	3
1.1.	<i>Purpose</i>	3
1.2.	<i>Scope</i>	3
1.3.	<i>Background</i>	3
1.4.	<i>Procedure Definitions</i>	3
2.	Roles and Responsibilities	3
3.	Key Definitions	4
3.1.	<i>Employees</i>	4
3.2.	<i>Insider Status</i>	4
3.3.	<i>Personal Dealing Account</i>	4
3.4.	<i>Financial Instruments</i>	5
4.	Requirements for all employees	6
4.1.	<i>Prohibition of Insider Dealing and Misuse or Improper Disclosure of Confidential Information</i>	6
4.2.	<i>Prohibition of Market Manipulation</i>	6
4.3.	<i>Power to impose additional restrictions</i>	6
5.	Additional Requirements for Insiders	7
5.1.1	<i>General Disclosure Obligation</i>	7
5.1.2.	<i>Location Duty</i>	7
5.2.	<i>Restricted List</i>	7
5.3.	<i>Pre-approval</i>	8
5.4.	<i>Holding Period</i>	8
6.	Violations and Sanctions	9
6.1.	<i>Violations</i>	9
6.2.	<i>Sanctions</i>	9
7.	Other Provisions	9
7.1.	<i>Authority to interpret and appeals</i>	9
7.2.	<i>Financial disadvantage or loss</i>	9
APPENDIX A – Definitions		10



1. Introduction

1.1. Purpose

This Personal Account Dealing Procedure aims to:

- Protect JV's Clients, Employees and the Firm's good reputation and business integrity against (the perception of) misuse or the improper disclosure of confidential Information and harm because of unlawful transactions in Financial Instruments.
- Ensure that Employees manage personal account dealing transactions in a manner which does not breach any law or regulatory requirements.
- Ensure that Employees are informed of the restrictions on personal account dealing transactions, and of the measures established by JV in connection with personal account dealing transactions.

1.2. Scope

This procedure applies to everyone working for, or on behalf of, the JV regardless of the type or duration of the contract. It applies everywhere, for all locations, roles and seniority levels. This includes Management Board Members and Supervisory Board Members¹.

1.3. Background

JV must have in place, and be able to demonstrate, appropriate controls to ensure that employees do not take advantage of Inside Information and other Confidential Information obtained during the execution of JV business activities. Employees working for the JV may come to possess Inside Information. This could be Inside Information on issuers or on Financial Instruments.

Insider Dealing in Financial Instruments conflicts with the basic principle that everyone dealing on financial markets should simultaneously have access to the same information. Insider Dealing can have grave consequences under administrative, criminal and employment law. Employees are expected to pursue the best interests of JV Clients and JV and not put their own interests ahead of these interests. Conflicts of Interest related to personal account dealing must be avoided and managed appropriately.

1.4. Procedure Definitions

Capitalised terms used in this Procedure have the meaning as set out in Appendix A if not defined elsewhere in this document.

2. Roles and Responsibilities

Manager is responsible for:

- Assigning the Employee as Insider and ensuring the acknowledgement thereof by the Employee.
- Pre-approving (or rejecting) requests for pre-approval of personal account dealing transactions by Insiders from a local business perspective.

Risk & Compliance Officer is responsible for:

- Pre-approving (or rejecting) personal account dealing transactions requests by Insiders.
- Providing advice to Employees on (the application of) this Procedure and related rules and regulations.
Providing training to and enhancing awareness of Employees on personal account

¹ Where the Employees are mentioned in this document this is understood to apply equally to the Management Board Members and the Supervisory Board Members unless the context requires otherwise.



- dealing.
- Maintaining oversight of Personal Dealing Accounts disclosed by Insiders.
- Maintaining oversight of Discretionary Management Agreements disclosed by Insiders;
- Informing Insiders whether a Discretionary Managed Account is in line with the requirements set out in this Procedure.
- Deciding on potential requests from Insiders for an exception to (specific conditions of) this Procedure in specific circumstances, either independently or at the request of an involved party.
- Monitoring executed personal account dealing transactions by Insiders.
- Reporting breaches by Insiders to the relevant Line Manager.
- At its discretion, provide advice to Line Manager on imposing sanctions for breaches of this Procedure.

Employees are responsible for:

- Ensuring to not engage in Insider Dealing, to not unlawfully disclose Inside Information and to not engage in Market Manipulation and/or other prohibitions set out in this Procedure.
- Adhering to the requirements set out in this Procedure.

3. Key Definitions

3.1. Employees

For the purposes of this procedure, Employees of JV are defined as:

- Employees on the payroll of JV
- Employees who are not on the payroll of JV, but working for JV on a temporary basis

Staff who are directly employed by a service provider of JV (Vendor staff) are not in scope of this procedure. This does not mean that the laws and regulations related to market abuse do not apply to them, however it is the responsibility of the Vendor to ensure compliance of their own staff with applicable laws and regulations. Contracts with Vendors should include provisions that require the Vendor to have policies and procedures in place to ensure that Inside Information obtained by their staff members while working for JV is handled in accordance with applicable laws and regulations.

3.2. Insider Status

All Employees are assigned the status of General Insider:

Code	Insider Status	Definition
G	General Insider	Employees who have a formal role or position or who perform activities in which it is necessary or inevitable to have access to Inside Information.

Line Managers, in consultation with the JV Risk & Compliance Officer, are responsible for assigning the correct Insider Status to their Employees. Insiders are required to (periodically) acknowledge their General Insider Status.

3.3. Personal Dealing Account

- A Personal Dealing Account is any account that has brokerage capability and over which the Insider has influence. This influence can be direct by performing transactions but can also be indirect through advising on transactions in Financial Instruments. This means that a Personal Dealing Account can be in scope even though it is not in the exclusive name of the Employee. Examples of these accounts are for instance joint securities accounts held partially by the Insider or a securities account in the name of a minor child of the Insider.
- All transactions in a Financial Instrument executed through a Personal Dealing Account



- shall be deemed to have been executed by the Insider.
- Accounts held in the sole name of Connected Parties of the Insider, are not formally identified as Personal Dealing Accounts, except in those cases where the Insider gives or can be perceived to give advice on transactions in Financial Instruments through these accounts. In those cases, the Insiders shall explicitly inform their Connected Parties that regulatory restrictions apply.
 - Insiders shall make every effort to ensure that their Connected Parties do not execute any transactions in Financial Instruments through the account that would constitute a violation of this Procedure if the transaction would have been carried out by the Insider.
 - Private investments that are not administered on a securities account are out of scope of this Procedure.
 - Discretionary Managed Accounts are not considered Personal Dealing Accounts, provided the Insider has concluded a written Discretionary Management Agreement (“DMA”) with an investment manager and provided the following conditions are met:
 - The DMA is based on a strict separation between ownership and management where the Insider has no ability to provide advice regarding specific investments or participate or influence the manager in any investment decision and fall under the Outside Business Activities Policy (108-30-16)
 - The (intended) DMA is disclosed to and approved by the Risk & Compliance Officer.
 - The Insider shall submit any proposed amendments to the DMA to the Risk & Compliance Officer beforehand for approval. The Risk & Compliance Officer will inform the Insider in writing of the decision concerning the intended changes.
 - The Insider shall immediately inform the Risk & Compliance Officer of the termination of the DMA before the termination becomes effective. From the moment of termination of the DMA, the pre-approval, holding period and Restricted Lists requirements of this Procedure become fully applicable again.

3.4. *Financial Instruments*

Inside Information can be misused through dealings in Financial Instruments and therefore most Financial Instruments are in scope of this Procedure. Only if the nature of the Financial Instrument disables the Insider to misuse inside information, the Financial Instrument can be specifically excluded.

Financial Instruments in scope of this Procedure:

- 1) Transferable securities;
- 2) Money-market instruments;
- 3) Units in collective investment undertakings;
- 4) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, emission allowances or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash;
- 5) Options, futures, swaps, forwards and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties other than by reason of default or other termination event;
- 6) Options, futures, swaps, and any other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market, a MTF, or an OTF, except for wholesale energy products traded on an OTF that must be physically settled;
- 7) Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in point 6 of this section and not being for commercial purposes, which have the characteristics of other derivative financial instruments;



- 8) Derivative instruments for the transfer of credit risk;
- 9) Financial contracts for differences;
- 10) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties other than by reason of default or other termination event, as well as any other derivative contracts relating to assets, rights, obligations, indices and measures not otherwise mentioned in this section, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded on a regulated market, OTF, or an MTF;
- 11) Emission allowances consisting of any units recognised for compliance with the requirements of Directive 2003/87/EC (Emissions Trading Scheme);
- 12) Spot commodity contracts, which are not wholesale energy products, where the transaction, order or behaviour has or is likely to have an effect on the price or value of a Financial Instrument referred to above;
- 13) Types of Financial Instruments, including derivative contracts or derivative instruments for the transfer of credit risk, where the transaction, order, bid or behaviour has or is likely to have an effect on the price or value of a spot commodity contract where the price or value depends on the price or value of those Financial Instruments.

Financial Instruments out of scope of this Procedure

- 1) Personal transactions in Undertakings for Collective Investment in Transferable Securities (UCITS) or in Alternative Investment Funds (AIFs) that are subject to EU Member State regulation, which requires an equivalent level of risk spreading in their assets, under the condition that the Employees and Connected Parties are not involved in the management of that undertaking. This exception does not apply to Funds that directly or indirectly invest in commodities.
- 2) Government bonds issued by OECD countries.
- 3) Financial Instruments whose value movement depends entirely on an official index in an OECD country (e.g. Bel 20, DAX, AEX, S&P 500, Dow Jones Trackers) provided that this index is based on 20 or more companies.

4. Requirements for all employees

4.1. Prohibition of Insider Dealing and Misuse or Improper Disclosure of Confidential Information

Employees that possess Inside Information about a Financial Instrument or of the issuer of a Financial Instrument may not:

- a) engage or attempt to engage in dealing based on Inside Information.
- b) recommend that another person engages in dealing or induces another person to engage in dealing based on Inside Information.
- c) unlawfully disclose such Inside Information.

Employees are also not allowed to trade in a Financial Instrument if it can reasonably be foreseen that this could be perceived as acting based on Inside Information, if it involves the misuse or improper disclosure of Confidential Information or if it conflicts or is likely to conflict with an obligation of the Firm under Directive 2014/65/EU (MIFID II).

4.2. Prohibition of Market Manipulation

Employees are not permitted to effect personal account dealing transactions or carry out other actions, such as the dissemination of information, where (1) incorrect or misleading signals are given, (2) or where prices are kept at an artificial level or (3) where use is made of fraud or deception.

4.3. Power to impose additional restrictions

One or more of the provisions of the further sections in this Procedure (applicable to Insiders)



may from time to time be imposed on Employees, even if they are not or no longer identified as Insider under the current Procedure. The period of time during which such additional restrictions will apply will be determined at the time of imposing the restriction. This could for instance occur if the Employee has or could have access to Inside Information in his or her capacity as a member of a project group. Also, this might occur when a Insider changes jobs and is appointed as a non-Insider in the new role. In that case it might be required to maintain existing restrictions till such time the Employee no longer can be expected to have Inside Information (the information possessed by the Employee becomes public or stale).

Additional restrictions can be imposed on the Employee, including for example a prohibition against effecting certain personal account dealing transactions, compliance with Restricted Lists, a holding period, the obligation to request pre-clearance for effecting private transactions and/or the obligation to formally disclose personal account dealing transactions. It is up to the Risk & Compliance Officer to decide whether additional restrictions apply.

5. Additional Requirements for Insiders

In addition to the requirements for all Employees (see Section 4), the requirements set out in this section of the Procedure apply to all Insiders.

5.1.1 General Disclosure Obligation

- The Firm has a regulatory obligation to monitor adherence by its Employees to the requirements for Insiders regarding transactions in Financial Instruments, and therefore all personal dealing accounts covered by this Procedure and the transactions that are executed on these accounts, must be disclosed to the Firm (the "Disclosure Obligation").
- For this purpose a Location Duty applies to Insiders in the Netherlands (see 5.1.2)
- For Insiders outside the Netherlands, it is required to maintain a Personal Dealing Account locally. The Risk & Compliance Officer must be notified by submitting account statements.

5.1.2. Location Duty

- In the Netherlands, all Insiders are obliged under this Procedure to meet the Disclosure Obligation by means of holding their Personal Dealing Accounts at ABN AMRO Bank NV ("Location Duty") and permit the Risk & Compliance Officer to monitor the transactions on these accounts for compliance with this Procedure.
- Insiders can request an exemption of the Location Duty. However, in any event, the general Disclosure Obligation (as explained in the next bullet point) remains in force. Exception requests are reviewed by the Risk & Compliance Officer on a case-by-case basis. A generally accepted reason for granting an exemption would include Insiders who work for JV temporarily, for a duration of one year or less, either via a contracting arrangement or on secondment.
- If an exemption of the Location Duty applies, such as described in the previous sentence, the Insider shall meet the Disclosure Obligation by providing periodically (frequency to be determined by the Risk & Compliance Officer) an up-to-date overview of the portfolio of Financial Instruments over the specified period to the Risk & Compliance Officer. This overview shall also include a list of all transactions that have taken place on the account during the specified period.

5.2. Restricted List

In order to avoid any perceived acting on the basis of Inside Information and/or perceived Conflicts of Interest between business and private interests, Insiders are subject to the Restricted List:

- The Restricted List is an internal list of companies with trading restrictions, including on personal account dealing transactions. The GRL applies to all Insiders and is owned and maintained by the Risk & Compliance Officer.



- Insiders are prohibited to engage in transactions in Financial Instruments restricted by the Restricted List with a personal account dealing restriction.
- Insiders are responsible for checking the List prior to asking pre-approval for trading to their Line Manager. The Line Manager is also responsible for checking the Restricted List and the relevant other Restricted Lists prior to providing pre-approval.

5.3. *Pre-approval*

- In order to protect the Firm as well as Insiders from breaching the requirements of this Procedure, Insiders must obtain pre-approval, prior to engaging in transactions in Financial Instruments in scope of this Procedure. To obtain pre-approval, a pre-approval form must be filled out.
- Firstly, pre-approval is required from the Line Manager. For Management Board Members this is the Chairman of the Supervisory Board. For the Supervisory Board Members, this is the Risk & Compliance Officer. For the Risk & Compliance Officer, this is his manager, member of the Board.
- After the pre-approval from the Line Manager is obtained, subsequent pre-approval must be obtained from Risk & Compliance Officer.
- Transactions in Financial Instruments that are in scope of this Procedure, may only be placed in the market or executed after written (either electronically or otherwise) approvals have been obtained as described under the two previous points.
- The pre-approval given by the Line Manager is to be sent to the Risk & Compliance Officer on the same business day on which it is given. The subsequent pre-approval from the Risk & Compliance Officer is valid for 48 hours from the moment at which it is given, and the transaction must be executed within these same 48 hours. If the transaction is not executed within these 48 hours, a new pre-approval from the Line Manager and subsequently the Risk & Compliance Officer is required.
- When deciding on whether or not to grant pre-approval for an intended transaction by an Insider, the Line Manager shall take into consideration all relevant information to assess whether there might be actual or perceived Insider Dealing. The Risk & Compliance Officer, when deciding on whether or not to grant pre-approval subsequent to the line manager's approval, shall take into consideration all relevant information at their disposal. This information can be different from the information on which the Line Manager has based his/her pre-approval and therefore the outcome might also be different and hence Compliance may at all times decide not to grant pre-approval. In that case the Insider is not allowed to place or execute the transaction.
- If the Line Manager rejected the transaction request, the employee does not need to forward the request to the Risk & Compliance Officer (as it will be equally rejected).

5.4. *Holding Period*

- Insiders are prohibited from taking personal investment decisions that can be perceived as speculative or only taken for the short term, because this may give off the appearance of Insider Dealing. Therefore, all executed transactions in Financial Instruments are subject to a minimum 28 calendar days holding period, meaning that within a period of 28 calendar days no opposite transaction may be requested nor executed in relation to the same Financial Instrument. For the sake of clarity, this also means that financial instruments that have been sold cannot be bought again within a period of 28 calendar days. Additional holding period requirements may be applicable per Business Line or Country.
- In case of very specific circumstances, the Risk & Compliance Officer can decide to grant an exemption from the holding period.



6. Violations and Sanctions

6.1. Violations

- All transactions on Personal Dealing Accounts in scope of this Procedure are subject to monitoring by the Risk & Compliance Officer.
- Before the Risk & Compliance Officer reports any potential violation of this Procedure, the Employee concerned shall be informed.
- The Employee concerned shall be given the opportunity to respond to the potential violation identified by the Risk & Compliance Officer whose reaction will be added to the report.
- At all times, the Risk & Compliance Officer is authorised to start an investigation in relation to a transaction in a Financial Instrument executed by or on behalf of a Non-Insider or an Insider. At the request of the Risk & Compliance Officer, the aforementioned persons must provide all relevant information.

6.2. Sanctions

In the event of a violation of any provision of this Procedure, JV reserves the right to impose any sanctions which it is entitled to impose pursuant to applicable law and regulations and/or the (employment) agreement with the person in question. Such possible sanctions include termination of the (employment) agreement with the person involved, by way of summary dismissal or otherwise. In the event applicable laws or regulations are violated, persons involved may also be subject to regulatory sanctions and civil and criminal penalties. In certain circumstances (e.g. in case of actual insider dealing), information will be shared with third parties (e.g. regulatory authorities).

7. Other Provisions

7.1. Authority to interpret and appeals

- If an Employee has any doubt as to whether a prohibition or obligation in this Procedure applies to him/her, then the Employee should contact the Risk & Compliance Officer and seek advice.
- If there is any lack of clarity regarding the interpretation or application of this Procedure, and in cases not provided for by this Procedure, the Risk & Compliance Officer will decide.
- An Employee may appeal in writing against such decision to the Risk & Compliance Officer by means of a reasoned letter of appeal. The Risk & Compliance Officer shall have the right to take decisions in any circumstances not covered by this Procedure. He or she does so in accordance with all applicable laws.

7.2. Financial disadvantage or loss

Compliance with the Procedure is a requirement for working in the financial industry. Therefore, an Employee will not be compensated for any financial disadvantage or loss arising from (the application of) this Procedure.



APPENDIX A – Definitions

Definition	Description
Client	Clients include current and potential clients (persons in relation to whom the firm conducts activities aimed at entering into a contractual relationship) of JV as well as past clients where JV has remaining contractual obligations.
Risk & Compliance Officer	The risk and compliance function part of the 2 nd line of defence of the JV mandated to provide advice and monitor on personal account dealing.
Confidential Information	Information (written or otherwise) relating to JV (trading in) clients or other third parties that has been obtained by JV or an Employee of JV which has not been made public and should be kept confidential on the basis of an agreement, law, regulation or otherwise.
Conflicts of Interest	<p>Conflicts of interest are conflicts that arise when the interests of JV or an Employee adversely affect a duty owed to a Client, or when the interests of an Employee adversely affect his/her duty of loyalty or objectivity owed to JV. Conflicts may arise between (i) JV or its Employees and its Clients, (ii) different departments of JV servicing the same Client and (iii) different Clients being serviced by one Department of JV. Conflicts of interest may take various forms:</p> <ul style="list-style-type: none"> - Actual: involve a direct conflict between current duties and/or interests; - Potential: involve likely future conflicts; or - Perceived: involve the semblance of a conflict.
Connected Party	<ul style="list-style-type: none"> - Spouse, registered partner, partner, dependent (step)children (in accordance with national law) and any other household family members who have shared the same household for at least one year on the date of the transaction concerned, regardless of whether the Employee benefits directly or indirectly financially from the trading activity; - Persons or entities for whom the Employee provides investment advice and/or makes investment decisions, other than in the normal exercise of his or her work, profession or function; - Legal persons, trusts or partnerships where <ul style="list-style-type: none"> (i) the executive responsibility rests with the Employee; or (ii) that are under the control of an Employee; or (iii) that were established for the benefit of an Employee; or (iv) whose economic interests are essentially equivalent to those of an Employee.
Discretionary Management Agreement	A written agreement between a client and an investment manager, whereby the investment manager is given a mandate to invest the client's assets on a discretionary basis within the client's goals and objectives through buying and selling financial instruments. The client cannot exercise any influence on the investment decisions that are made by the investment manager pursuant to this agreement. The investment manager is granted discretionary authority to make all investment decisions for the client as it deems appropriate, without prior consultation or communication with the client



Employees	<ul style="list-style-type: none"> - Employees on payroll of JV - Employees who are not on the payroll of JV, but working for JV on a temporary basis either via a contracting arrangement or seconded to JV
Financial Instruments	<p>Financial instruments are the following types of financial instruments that are admitted to trading, or for which a request for admission to trading has been made, on any Trading Venue:</p> <ol style="list-style-type: none"> (1) Transferable securities; (2) Money-market instruments; (3) Units in collective investment undertakings; (4) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, emission allowances or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash; (5) Options, futures, swaps, forwards and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties other than by reason of default or other termination event; (6) Options, futures, swaps, and any other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market, a MTF, or an OTF, except for wholesale energy products traded on an OTF that must be physically settled; (7) Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in point 6 of this section and not being for commercial purposes, which have the characteristics of other derivative financial instruments; (8) Derivative instruments for the transfer of credit risk; (9) Financial contracts for differences; (10) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties other than by reason of default or other termination event, as well as any other derivative contracts relating to assets, rights, obligations, indices and measures not otherwise mentioned in this section, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded on a regulated market, OTF, or an MTF; (11) Emission allowances consisting of any units recognised for compliance with the requirements of Directive 2003/87/EC (Emissions Trading Scheme); (12) spot commodity contracts, which are not wholesale energy products, where the transaction, order or behaviour has or is likely to have an effect on the price or value of a Financial Instrument referred to above; (13) types of Financial Instruments, including derivative contracts or derivative instruments for the transfer of credit risk, where the transaction, order, bid or behaviour has or is likely to have an effect on the price or value of a spot commodity contract where the price or value depends on the price or value of those Financial Instruments.



Financial Instruments (continued)	<p>Examples of such Financial Instruments are:</p> <ul style="list-style-type: none">• Shares• Fixed income products• Closed ended investment funds• Debentures• Options, swaps, futures and forwards• Investments trusts (including REIT)• Financial derivatives• Contracts for difference• Spread bets (on Financial Instruments in scope)• Currency futures• Derivative instruments for the transfer of credit risk• Collective Investment Schemes/Mutual Funds (i.e. Units Trusts, Funds) where the beneficial holder is able to self-select the investments in the portfolio or where any one investment represents more than 20% of the Fund• Commodities (unless for household use, e.g. buying physical oil for a domestic tank)• Commodity derivatives and any related cash positions• Non-OECD Index linked products or OECD Index linked products of which the value is based on a basket of less than 20 securities.• Rights in any of the above.
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Insider	Employees who have a formal role or position or who perform activities in which it is necessary or inevitable to have access to Inside Information.
Inside Information	<p>Inside Information is a subset of Confidential Information and has four characteristics:</p> <ul style="list-style-type: none"> - it is of a precise nature; - it has not been made public; - it relates, directly or indirectly, either to one or more issuers of Financial Instruments or to one or more relevant Financial Instruments; - it would, if it were made public, be likely to have a significant effect on the price of the relevant Financial Instrument or on the price of a related derivative financial instruments.
Insider Dealing	<p>Insider Dealing arises where a person possesses Inside Information and uses that information by acquiring or disposing of, for its own account or for the account of a third party, directly or indirectly, Financial Instruments to which that information relates.</p> <p>The use of Inside Information by cancelling or amending an order concerning a Financial Instrument to which the information relates where the order was placed before the person concerned possessed the Inside Information, is also considered to be Insider Dealing. In relation to auctions of emission allowances or other auctioned products based thereon that are held pursuant to Regulation (EU) No 1031/2010, the use of Inside Information shall also comprise submitting, modifying or withdrawing a bid by a person for its own account or for the account of a third party.</p>
Insider Status	The status assigned to an Employee pertaining to the (perceived) possession of Inside Information.
Line Manager	The manager to whom an Employee reports and who is most closely involved in the Employee's daily activities.
Location Duty	Obligation for Insiders in the Netherlands to hold their Personal Dealing Account at ABN AMRO Bank NV or local bank for Insiders outside the Netherlands.
Management Board Member	Member of the Management Board.
Market Manipulation	<p>Manipulating orders and transactions: trading, or placing orders to trade, that gives a false or misleading impression of the supply of, or demand for, one or more investments, raising or lowering the price of the investment to an abnormal or artificial level.</p> <p>Manipulating devices: trading, or placing orders to trade, which employs fictitious devices or any other form of deception or contrivance.</p> <p>Dissemination: giving out information that conveys a false or misleading impression about an investment or the issuer of an investment where the person doing this knows the information to be false or misleading.</p>
Supervisory Board Member	Member of the JV supervisory board