General Terms and Conditions (GTC)

The General Terms and Conditions (hereinafter “GTC”) govern the business relationship between customers and Findependent AG, Kasernenstrasse 26, 5000 Aarau (hereinafter “findependent”), unless specific agreements have been made. The term “customer” refers to persons of all genders.

1. Activities and Supervision

findependent holds a license as a securities firm pursuant to Art. 41 of the Swiss Financial Institutions Act (FINIA) authorizing it to maintain customer accounts, and is supervised by the Swiss Financial Market Supervisory Authority FINMA, Laupenstrasse 27, 3003 Bern. findependent provides asset management services to clients domiciled in Switzerland.

2. Communication and Identification Features

Communication between the customer and findependent takes place electronically via the functionalities in the app or by email or telephone. As findependent has no branch offices or counters, communication takes place without direct physical contact. findependent makes information and documents relevant to this contractual relationship available to the customer in the app or in another suitable manner for viewing and downloading. Contract-relevant notifications are sent to the customer via the app or the email address provided when the business relationship was established. Furthermore, general information and documents may be sent to the email address provided when the account was opened, subject to the applicable legal requirements. The customer expressly waives postal delivery of the information and documents made available in the app. Instructions received by findependent via the app from the customer are binding on findependent. findependent accepts no liability in connection with instructions given by other means.

Anyone properly identified in the app using the customer's identification features is deemed authorized by findependent to use the services. findependent may assume that instructions and communications received in this manner originate from the customer. The customer is liable for the accuracy of all data transmitted via the Internet using their identification features. findependent is not obliged to verify the authorship of instructions. The customer bears any losses resulting from the failure to detect identification deficiencies or forgeries, unless such losses are due to gross negligence on the part of findependent. The customer must keep their identification features secret and secure to prevent misuse by unauthorized third parties. This applies in particular to usernames, passwords, and any additional access information or features. The customer

must take appropriate security precautions for the device used to access the app, especially to protect it from unauthorized access and computer viruses. Intentional or unintentional disclosure of access to the app (e.g., leaving the app open after use) is at the customer's own risk.

findependent is entitled to record and store telephone calls and other electronic communications with the customer, especially via the app, without further notice. findependent may block access to the app at any time without giving reasons or notice. Access to the app will automatically be blocked upon termination of the asset management agreement or if there is reasonable suspicion of fraudulent use of the identification features.

3. Duty to Report

The customer must provide personal and regulatory information (in particular: name, residential address, beneficial owner, tax residency, U.S. person status, contact and correspondence details, nationality/nationalities) and any other information requested by findependent fully and accurately, and, if requested by findependent, supply the relevant evidence. The customer undertakes to inform findependent voluntarily and without delay of any changes to the information provided. Changes to customer data must be made via the app if this functionality is available, otherwise by email or telephone. If the customer changes their details in a way that is incompatible with findependent's service offering or the defined investment strategy, findependent reserves the right to terminate the asset management agreement with the customer.

The customer is responsible for ensuring that contact with findependent is maintained. In this regard, reference is made to the information provided to customers of Swiss banks regarding the prevention of dormant assets. If findependent lacks information relevant to the business relationship, the provisions on dormant and unclaimed assets will apply.

Under statutory and regulatory provisions, findependent is obliged in certain cases to report customer data. Such reports may be made without the customer's consent or knowledge.

The customer is solely responsible for fulfilling any reporting obligations they may have toward companies or authorities. findependent is entitled, but not obliged, to draw the customer's attention to their reporting obligations or to fulfill such obligations on their behalf.

findependent is entitled to refrain from carrying out administrative actions for account and custody assets that would trigger reporting obligations for findependent, in whole or in part, upon notifying the customer.

4. Foreign Currencies

findependent invests assets corresponding to the customer's credit balance in a foreign currency in the same currency, either within or outside the currency area. The customer bears a proportional share of the economic and legal consequences of government measures (e.g., payment or transfer prohibitions) that may affect findependent's invested assets in the country of the relevant currency, currency area, or investment.

Amounts in foreign currencies are credited or debited in Swiss francs, unless the customer holds an account with findependent in the relevant foreign currency.

5. Treatment of Custody Assets

findependent may accept the following custody assets: collective capital (market) investments and other comparable financial instruments for safekeeping and administration. findependent may, without stating reasons, refuse to accept custody assets and may at any time demand the immediate return of custody assets already accepted. findependent reserves the right to credit custody assets only after they have been received in the custody account.

If, for legal, regulatory, or product-specific reasons, findependent no longer wishes or is no longer able to hold custody assets, findependent will ask the customer for instructions on where the custody assets should be transferred. If the customer fails, even after a reasonable grace period set by findependent, to inform findependent where the assets and balances deposited with findependent should be transferred, findependent may physically deliver the assets or liquidate them and send the proceeds and any remaining balances in the form of a cheque in a currency of its choice to the customer's last known delivery address. Alternatively, findependent may, at the customer's expense, deposit the assets and balances, or the proceeds from liquidation, in court or out of court with a custodian freely chosen by findependent, with discharging effect.

The insurance of custody assets against damage for which findependent is not liable is the responsibility of the customer.

6. Security and Care in Custody

findependent undertakes to store custody assets in a secure location and with the due care customary in the industry.

7. Administration of Custody Assets

Without special instructions from the customer, findependent carries out the usual administrative actions, such as:

- collecting due interest, dividends, repayable principal amounts, and other distributions;
- monitoring drawings, redemptions, and amortizations of custody assets, etc., based on available industry-standard information sources; and
- making final payments on partially paid-up securities, provided the payment date was determined at the time of issuance.

Further administrative actions will be taken by findependent only upon timely instructions from the customer. If findependent does not receive the customer's instructions in time, it may act at its own discretion. For all administrative actions, findependent relies on the industry-standard information sources available to it, without assuming any responsibility for them.

It is the customer's responsibility to assert their rights arising from the custody assets in legal or insolvency proceedings and to obtain the necessary information for this purpose.

8. Collective Custody and Third-Party Custody of Assets

findependent is entitled to hold custody assets in a collective custody account. This does not apply to custody assets that, due to their nature or other reasons, must be held separately.

findependent is authorized to have custody assets held by a third-party custodian of its choice, in Switzerland or abroad, in its own name but for the account and at the risk of the depositor, either individually or in collective custody accounts. Securities traded exclusively or predominantly abroad are generally also held there and may, if necessary, be transferred there for the account and at the risk of the depositor.

When custody is abroad, the custody assets are subject to the laws and customary practices at the location of the foreign custodian. The depositor's rights to their custody assets and the safeguarding of those custody assets in the event of the custodian's insolvency may differ from Swiss law.

9. Cancellation, Reversal, and Non-Execution of Orders

findependent reserves the right to cancel or reverse orders if: a) there are insufficient funds; b) findependent has doubts about the customer's authority to dispose; or c) there are conflicting statutory, regulatory, or internal provisions, official orders, national or international sanctions applicable to findependent, or agreements (e.g., pledges).

Under the same conditions, findependent may also delay, suspend, or refrain from executing orders.

10. Complaints

If the customer wishes to claim that orders have been executed defectively or not at all, or to dispute account, custody account, or other asset statements, or other notifications from findependent, they must do so immediately upon receipt of the relevant notification, but no later than within 30 days, in text form. Otherwise, the notification will be deemed correct.

11. Intellectual Property

All intellectual property rights to the app remain with findependent or authorized third parties. The customer is granted a simple, non-transferable right to use the app for the duration of the contract. Subject to mandatory law, the customer is in particular not entitled to decompile the app or to perform reverse engineering.

12. Indemnification

The customer shall indemnify and hold harmless findependent from all claims, including any claims for damages, asserted by other customers or third parties, including authorities, against findependent as a result of the customer's breach of rights and obligations through the use of the app.

13. Equal Treatment of Saturdays and Public Holidays

In business dealings with findependent, Saturdays are considered equivalent to officially recognized public holidays.

14. Ombudsman's Office

findependent is affiliated with the Swiss Financial Ombudsman Service (FINOS), Talstrasse 20, 8001 Zurich. Customers may contact the Ombudsman's Office to resolve legal disputes out of court. The Ombudsman treats all inquiries confidentially and informs findependent only with the customer's consent.

15. Potential Conflicts of Interest

In carrying out its activities, and in particular when selecting the financial products used for customers, findependent acts independently and has taken appropriate organizational measures to minimize the risk that economic ties to third parties in connection with the financial service could lead to a conflict of interest. Should a conflict of interest not be entirely avoidable in an individual case, findependent will disclose the conflict of interest to the customer in an appropriate manner.

Currently, there are no economic ties to third parties that could lead to a conflict of interest in connection with the financial service.

16. Statement of Assets

findependent provides the customer with a statement of their account and custody assets at least once a year. Valuations of custody assets are based on market prices from industry-standard information sources. findependent accepts no liability for the accuracy of valuations or other information contained in the statement.

17. Customer Data

findependent undertakes to protect customer data at all times through appropriate technical and organizational measures and assures that customer data will not be disclosed unless this is strictly necessary for the performance of a contract, the customer has given consent, or there is a legal obligation to do so. Data will be retained only as long as required for the processing purpose and in accordance with statutory retention periods.

The customer has the right to obtain information about their personal data processed by findependent and may request the correction, deletion, or blocking of individual personal data at any time, except for data that findependent must retain due to statutory obligations or retention requirements. Certain restrictions may also apply under legislation aimed at preventing and combating money laundering and terrorist financing.

Furthermore, the privacy policies for the website and the app in their current versions apply. By agreeing to these GTC, the customer confirms that they have read and agree to the privacy policies.

18. Data Protection, Professional Secrecy, and Other Confidentiality Obligations

findependent is subject to various confidentiality obligations based on data protection, professional secrecy, and other confidentiality regulations. The customer acknowledges that findependent is released from these confidentiality obligations to the extent necessary for the following purposes:

- to comply with legal or regulatory requirements or for compliance purposes;
- to protect the legitimate interests of findependent (in particular, to safeguard its interests in legal proceedings or in the face of public accusations, to secure claims of findependent, and to realize collateral or other rights of the customer or third parties);
- to fulfill findependent's obligations under a contract with the customer;

- to increase operational efficiency and to make optimal use of resources by selected third parties in Switzerland and abroad (subject to appropriate technical and organizational security measures).

This consent may be revoked in writing at any time.

To comply with legal requirements, findependent may be obliged under the Federal Act on the International Automatic Exchange of Information in Tax Matters (AEOI Act) to report customer data. findependent provides the information required under Art. 14 AEOI Act on its website.

19. Outsourcing of Material Business Activities

findependent is entitled to engage third parties to fulfill its tasks. If findependent delegates tasks to third parties, any transfer of customer data will always be carried out in accordance with the principle of proportionality, and such customer data will be processed and used solely on behalf of and according to the instructions of findependent. Third parties are contractually bound by findependent to comply with confidentiality and data protection regulations. The customer releases findependent from professional secrecy toward outsourcing partners and agrees to the transfer of their data to such partners.

20. Right of Pledge and Set-Off

findependent has a right of pledge and an assignment right over all assets it holds for the account of the customer, whether held by itself or elsewhere, to secure all existing or future claims it has against the customer at any time, regardless of their due date or currency. The right of pledge becomes effective upon the creation of the claim by findependent.

findependent is entitled, at its discretion, to realize the collateral by forced sale or voluntarily as soon as its claims are due. findependent is entitled, but not obliged, to sell the pledged or assigned assets in whole or in part by private sale at its discretion and without formalities, and to apply the proceeds, after deducting costs and expenses, toward the settlement of its claims. findependent is entitled to acquire any asset in its own name and for its own account.

21. Deposit Protection

The provisions on deposit protection in Section 13 of the Swiss Banking Act (BankA; Art. 37h et seq. BankA) also apply to securities firms pursuant to Art. 67 para. 2 of the Financial Institutions Act (FINIA). As a securities firm, findependent is therefore obliged to ensure the protection of privileged deposits under Art. 37a para. 1 BankA and has accordingly joined the esisuisse association, a self-regulatory organization. Esisuisse guarantees coverage of protected deposits within the framework of the self-regulation

of Swiss banks and securities firms (https://www.esisuisse.ch/en).

Creditor protection is based on three pillars:

- bankruptcy privilege for deposits of up to CHF 100,000 (Art. 37a paras. 1–4 BankA);
- obligation to cover deposits (Art. 37a para. 6 BankA); and
- deposit insurance (Art. 37h BankA).

Deposit insurance applies insofar as findependent's liquid assets are insufficient to cover all claims protected by the bankruptcy privilege.

22. Applicable Law and Jurisdiction

All legal relationships between the customer and findependent are governed by Swiss law. The domicile of findependent is the ordinary place of jurisdiction and the place of performance and debt enforcement, insofar as mandatory domestic and foreign statutory provisions permit. However, the bank has the right to take legal action against the customer before the competent court at the customer's place of residence or before any other competent court.

23. Entry into Force and Amendments to the GTC

These GTC enter into force immediately. findependent reserves the right to amend them at any time. In the event of any changes, the updated GTC will be communicated to the customer by email or via the app and will be deemed accepted unless objected to within 30 days. This period begins upon receipt of the email. If the customer does not object within this period, the amended conditions are deemed agreed and accepted. When announcing changes to the GTC, findependent will specifically inform the customer of their right to object, the objection period, and the consequences of remaining silent. In the event of an objection, findependent reserves the right to terminate the business relationship.