

## General Terms and Conditions Version: 1 May 2024

### 1. Purpose and legal status of the company

**Finarenco AG** – (hereinafter referred to as **finarenco**) is a joint stock company with its registered address in Uster, Switzerland. It was founded in March 1999 as an independent financial services company. The purpose of the company is to provide financial and advisory services, such as financial planning, insurance, investment consulting, pension and succession planning, SME consulting, fiduciary, tax consulting, financing, and family office.

### 2. Consulting objective

**finarenco** aims to provide comprehensive, impartial and professional advice. Consulting is consistently tailored to the specific needs of the clients with the objective of offering the best cost-benefit ratio.

### 3. Consulting principles

**finarenco** carries out all its work according to professional standards. This includes ensuring compliance with all legal provisions. **finarenco** does not make recommendations that give rise to tax complications. If measures recommended by **finarenco** raise tax concerns, **finarenco** represents the client's interests towards the tax authorities. Furthermore, **finarenco** does not make binding commitments or assurances for wealth- and pension-related matters.

### 4. Independence

**finarenco** is in no way bound to or dependent on providers of financial products or services. The recommendation to choose a specific asset investment and/or financial or insurance product is solely determined by its cost-benefit ratio. The client's personal circumstances and personal preferences are taken into account in this.

The decision regarding whether or not to implement a recommendation rests entirely with the client. The client bears both the associated risk and the consequences themselves.

### 5. Compensation/fees

The client will owe **finarenco** the following fees for the services agreed upon or provided in their interest (each plus expenses and VAT) in descending order:

- Individually agreed fee
- finarenco** price list
- Fee based on time spent. The hourly rate depends on the area of expertise and the complexity of the matter.

It is as follows:

Executive management and consultants with

a Swiss Federal Diploma: CHF 240.–

Middle management and consultants without

a Swiss Federal Diploma: CHF 195.–

Junior consultants, assistants, clerks: CHF 156.–

- Fee without invoicing in cases where **finarenco's** expenses are covered by commission and/or brokerage fees, i.e. compensation from third parties. The client expressly waives the right to receive such compensation from third parties. However, this fee agreement applies only under the following conditions:
  - Insurance contracts for which **finarenco** receives brokerage fees, as well as the broker mandate with **finarenco**, are not terminated by the client within 12 months of the insurance starting or the broker mandate being signed.

- Concluded insurance contracts subject to cancellation for which **finarenco** receives a commission (especially life insurance and health insurance policies) are not terminated by the client within 36 months of the insurance starting or are suspended or terminated by the insurance company.

The client therefore acknowledges that the agent's time and effort are to be compensated at an hourly rate of between CHF 156.– and CHF 240.– plus VAT, should its time and effort not be covered by third parties due to the conditions described.

**finarenco** will endeavour to perform each task as cost-effectively as possible.

All further costs and expenses (such as travel expenses, hotel costs, courier services, paid information services, etc.), invoices from third parties and other fees shall be borne by the client and will be billed separately.

The client's consent will be obtained prior to instructing third parties. Our invoices are subject to VAT at the applicable rate.

### 6. Compensation from third parties

The client is aware and accepts that **finarenco** may receive compensation such as commission and brokerage fees from third parties, especially from banks, insurance companies, health insurance providers or financial institutions, in the context of its activities as a financial services provider and broker and in the course of fulfilling the mandate. If **finarenco** receives compensation of this kind which, according to current legal interpretations or applicable legal provisions, should be passed on to the client, then the client expressly agrees that **finarenco** will receive this compensation. Depending on the time and effort, **finarenco** is entitled to additionally invoice any difference between the compensation from third parties and its expenses. The detailed regulation is set out in item 5 d of the General Terms and Conditions. By signing the broker mandate, the client expressly waives the right to receive this compensation.

A list containing the approximate compensation rates of the companies is provided to the client in item 17 for information and transparency purposes. With this list, the client knows which compensation they are waiving.

### 7. Costs

After reviewing the specific issue, **finarenco** is able to provide an approximate fee estimate for straightforward situations. If it becomes apparent during the course of carrying out the work that this estimate will be significantly exceeded due to additional problems and/or issues, **finarenco** will inform the client in advance.

### 8. Payment terms

Invoices are usually issued upon completion of the mandate. Depending on the scope of our work, we may also invoice earlier or request advance payments. Each invoice includes a detailed breakdown of our services.

The client can request a statement of the owed fees and accrued expenses, as well as the progress of the work, at any time.

Invoices are payable within 30 days without any deductions.

## 9. Power of attorney, broker mandate

For **finarengo** to act vis-a-vis third parties and authorities, it requires a written power of attorney, which is only granted for the purpose of fulfilling this mandate. **finarengo** will only make use of this power of attorney if it is necessary for fulfilling the mandate.

For the management, administration and clarification of insurance contracts, a separate broker mandate is agreed, which must be signed by all parties involved.

## 10. Data protection/confidentiality

All employees of **finarengo** are bound by confidentiality. Data processing may be carried out in various forms. This is set out in the privacy policy. The latest version of the privacy policy is always published on **finarengo's** website at [www.finarengo.ch](http://www.finarengo.ch). The client agrees to this privacy policy.

## 11. Liability

If claims for damages arise from **finarengo's** activities as a financial services provider, investment advisor and insurance broker, **finarengo** is liable for them (professional liability insurance according to Art. 189 AVO (Insurance Oversight Ordinance) and investment consulting). Liability for damage caused by slight negligence is excluded to the extent permitted by law. **finarengo** is not liable for damage relating to lost profits. Should a claim for damages be asserted, it will only be accepted if the client has fulfilled all obligations to cooperate in a timely manner. If the client's documents or information are incomplete or inadequate and this directly or indirectly results in damage, **finarengo** shall not be liable for it.

For cases of damage where insurance companies, asset managers or banks are not liable for errors, negligence or incorrect information resulting from **finarengo's** brokerage activities, **finarengo** has taken out professional liability insurance with coverage amounts based on the FINMA regulations. Liability claims should be addressed to: **Finarengo AG**, Mr Roger Käser, Strickstrasse 1, 8610 Uster, Switzerland

## 12. Termination of the mandate

The contractual relationship and the power of attorney granted on the basis of it can be revoked or terminated by both parties at any time.

The client expressly agrees that the mandate will not expire upon their death or in the event of their incapacitation or bankruptcy. In the case of termination, the client assumes full responsibility from the moment the mandate is terminated, thereby fully absolving **finarengo** of all further obligations.

## 13. Discretion and return of original documents

We are legally obliged to treat all client data confidentially within the scope of the contractual relationship. **finarengo** therefore undertakes not to disclose any information to third parties without the client's consent, except in the case described below. All data required for risk assessment and for issuing or reviewing subsequent applications for integrated financial products may be shared with involved partner companies such as banks, insurance companies, network partners and freelancers for processing without further consent from the client. All original documents will be returned upon completion of the mandate, thereby absolving **finarengo** of all further obligations. **finarengo** is authorised to destroy the files it has created ten years after the completion of the mandate without further consent from the client.

## 14. Transmission errors, communication methods

The client is responsible for any damage arising from the use of post, email and other transmission or transportation methods, such as loss, delay, misunderstandings, mutilation or duplicate copies, provided that **finarengo** has exercised customary care.

If the client does not agree to the transmission of information and documents by email, either generally or in specific cases, **finarengo** must be informed in writing. Otherwise, **finarengo** will assume the client's consent to the use of these **unencrypted communication methods**.

## 15. Applicable law, place of jurisdiction

The legal relationship between the client and **finarengo** is subject to Swiss substantive law. The place of jurisdiction is the location where **finarengo** has its registered office. The place of performance, the enforcement venue for clients residing abroad and the exclusive place of jurisdiction for all types of proceedings is Uster. However, **finarengo** also has the right to take legal action against the client before the competent court where they are a resident or before any other competent court.

## 16. Changes to the General Terms and Conditions

**finarengo** reserves the right to change these General Terms and Conditions at any time and adapt them to the legal provisions. The General Terms and Conditions are published on **finarengo's** website ([www.finarengo.ch](http://www.finarengo.ch)).

## 17. Disclosure of Compensation according to Art. 45b IOA (Insurance Oversight Act) and FinSA (Financial Services Act)/FinIA (Financial Institutions Act):

For the provision of the services, **finarengo** will receive compensation from insurance companies, banks or third parties at market rates, which is included in the proposed offers/conditions/premiums, etc.

**finarengo's** compensation in each case depends on the investment amount, financing amount, premium level and insurance sector.

### finarengo will receive the following compensation:

Sector	Rate as % of net/risk premium
One-off investment advice	0% to 3% of the investment amount
Annual investment advice	0% to 1% of the average invested capital
Financing	0% to 1% of the total financing amount
Health insurance (HIA – Health Insurance Act)	CHF 0.– to CHF 70.–
Health insurance (IPA – Insurance Policies Act)	1 to 15 monthly premiums
Property insurance	7% to 15%
Liability insurance	7% to 15%
Legal expenses insurance	15%
Motor vehicle insurance	
- Liability	4% to 10%
- Comprehensive (partial)	7% to 15%
- Comprehensive (collision)	7% to 15%
- Accident	7% to 15%
Accident insurance	3% to 7%
Supplementary accident insurance	10% to 15%
Daily sickness benefits insurance	7.5% to 10%
Group life insurance	0.5% to 8%
Individual life insurance	0.7% to 5.4% of the production sum*

\* The production sum consists of the paid net premiums (excluding stamp duty), the term and the product-specific coefficient. Product-specific coefficients range from 10% to 120%.