

General Terms and Conditions of Business (T&Cs)

1. Scope of application

These General Terms and Conditions of Business apply to the services provided by Finarenco AG. Finarenco AG – hereinafter referred to as “Finarenco” - is a Swiss public limited company having its registered office in Uster. The purpose of the company consists in providing consulting services, financial planning services, investment consulting, advising SMEs, family office services, tax consultancy, finance, insurance consultancy (brokerage), pension planning and trusteeship.

2. Aim of the consultancy services

Finarenco's aim is to provide comprehensive, neutral and professional advice. The advice is consistently targeted towards the client's specific needs, with the objective of achieving the most optimum cost/benefit ratio possible.

3. Basis for the consultancy services

Finarenco carries out all its work in line with professional standards. This includes all statutory provisions being complied with. Finarenco does not provide any advice that is fiscally problematic. Should any measures recommended by Finarenco be questioned in a tax context, Finarenco represents the client's interests vis-à-vis the tax authorities. Finarenco, moreover, does not submit any binding commitments of minimum revenues in matters relating to assets and retirement planning.

4. Independence

Finarenco is in no way bound to the providers of financial products or financial services, or dependent on the latter in any way. The recommendation to choose a particular asset investment, or financial or insurance product is determined solely by its cost/benefit ratio. The client's personal circumstances, as well as personal preferences, are taken into account, as well, in this respect. The decision whether to implement a proposal or not is taken entirely by the client personally. He or she shall bear both the corresponding risk and the resulting consequences himself/herself.

5. Remuneration/fee

Time-based fee

The client shall owe Finarenco, for the agreed services or those provided in his or her interests, fees and ancillary expenses as follows, in descending order:

- a.) Individually agreed fee:
- b.) Time-based fee at an hourly rate of CHF 195.00 plus VAT; for legal advice, at an hourly rate of CHF 240.00 plus VAT.
- c.) No fee is charged in those cases where Finarenco's work expenditure is covered by brokerage fees and/or other commission, i.e. compensation paid by third parties. The client shall in such cases explicitly waive such third-party compensation being handed over. This fee arrangement shall, however, only apply on the following conditions:
 - If insurance contracts for which Finarenco receives brokerage fees, and the agency mandate with Finarenco, are not terminated by the client within 12 months following commencement of the insurance or upon signature of the broker mandate.
 - If any insurance contracts subject to a right of cancellation concluded, for which Finarenco receives commission (in particular life insurance policies and health insurance policies), are not terminated by the client within 36 months of commencement of the insurance, or are suspended or cancelled by the insurance company.

Should the conditions cited not be fulfilled, the client shall be obliged to pay remuneration for the time invested by Finarenco at an hourly rate of CHF 195.00 plus VAT.

Our hourly rate may be periodically adjusted by us, in line with the economic circumstances. We aim to undertake the individual activities as cost-effectively as possible.

In addition to the hourly fee, we may charge a small flat rate for disbursements of 3% of the fee volume, with which all minor expenses of Finarenco not administratively covered, such as the costs of short domestic telephone conversations, fax messages, the usual number of photocopies or domestic postage, are covered. Any further costs and outlays (such as travelling expenses, hotel costs, courier services, information services that are subject to a fee, etc.), third party invoices and any other fees shall be the client's responsibility, and will be invoiced separately.

Prior to placing an order with a third party, the client's agreement will first be obtained. Our invoices are issued with the addition of, currently, 7.7% VAT.

Remuneration of third parties

The client is aware and accepts that, within the scope of its work as a financial services provider and broker, as well as on the occasion of fulfilling the mandate, Finarenco will, or may, receive remuneration (commission, brokerage fees) from third parties, in particular banks, insurance companies, including health insurance companies. Should Finarenco receive such remuneration, which, according to the respective current case law or applicable statutory provisions, it would have to pass on to the client, the client explicitly agrees that Finarenco will receive said remuneration for its work for the client in addition. Upon signing the brokerage mandate, the client explicitly declares that it is waiving the handing over of said remuneration.

Should nothing to the contrary have been agreed for insurance transactions (brokerage contract), the fee agreement in accordance with Clause 5(c) shall apply (see above). The terms and conditions detailed there are once again explicitly referred to at this point.

In the Appendix to the General Terms and Conditions of Business, the client has received a list detailing the approximate rates of remuneration of the insurance companies. This is pointed out for the client's information, and for the sake of transparency. The list makes the client aware of what remuneration it is waiving.

Budget

After examining the specific problem, Finarenco is, in the case of ordinary circumstances, in a position to give an approximate fee estimate. Should it transpire, in the course of processing the mandate, that this estimate is considerably exceeded, due to additional problems and questions, Finarenco will inform the client in advance.

Payment deadline

As a rule, invoicing is always carried out once the mandate has been completed. Depending upon the scope of our work, the invoice may be issued at an earlier date, or a deposit may be charged. The invoicing will always be accompanied by a detailed breakdown of our services.

You may request a statement on the amount of the fee due and the outlays that have been incurred, as well as the status of order processing, at any time.

Invoices are always to be settled without any deduction within 30 days.

6. Power of attorney/brokerage mandate

So that Finarenco can represent the client vis-à-vis third parties and authorities, it requires a written power of attorney, which is granted only for the purpose of pursuing this particular mandate. Finarenco will only make use of said power of attorney if it is necessary in order to fulfil a given mandate.

A separate brokerage mandate has to be issued for the administration, as well as clarifications of the insurance contracts, and needs to be signed by all parties involved.

7. Termination of the mandate

The contractual relationship and the power of attorney granted based on it, may be revoked or terminated by either party, at any time.

The client declares its explicit agreement that the mandate will not lapse upon the client's death or any incapacity to act or bankruptcy which may occur. In the event of termination, the Principal shall take on full responsibility, to the utter exoneration of Finarenco, as from the date of returning the mandate.

8. Discretion and return of original files

Within the scope of the contractual relationship, we are statutorily obliged to treat all client data as confidential. Finarenco accordingly undertakes not to pass on any information to third parties without the client's agreement – with the following exception: any data required in order to assess the risk and to issue or check the following applications for any Bancassurance products (integrated financial service products) may be passed on to partner companies involved, such as banks, insurance companies, network partners or freelancers, for processing, without any further consent on the part of the client. All original files will be returned following termination of the mandate, to the exoneration of Finarenco. Finarenco shall be entitled to destroy the files created by it following the expiry of ten years upon completion of the mandate, without any further consent from the client.

9. Transmission faults/means of communication

Any damage arising from the use of the regular mail, telefax, e-mail and any other types of transmission or transport, such as due to loss, delay, misunderstandings, mutilation or double execution, shall be the client's responsibility, in so far as Finarenco has applied the usual professional duty of care.

Should the client, either in general or in the individual case, not agree to information and documents being transmitted by e-mail or fax, Finarenco is to be notified about it in writing. Otherwise, Finarenco will assume that the client consents to these means of communication being deployed.

10. Applicable law/place of jurisdiction

Should any dispute arise between the client and Finarenco, substantive Swiss law shall apply. The place of jurisdiction shall be the location of Finarenco's registered office. The place of fulfilment and place of collection for clients with a place of residence abroad, and the exclusive place of jurisdiction for any types of proceedings shall be Uster. Finarenco shall meanwhile also be entitled to sue the client before the competent court at its place of residence or any other competent court.

11. Amendments to the General Terms and Conditions of Business

Finarenco reserves the right to amend the General Terms and Conditions of Business at any time, and adapt them to the statutory provisions. The latter will be made known to the client either through the regular post and/or by e-mail, and, unless contested within a period of a month, shall be deemed to have been approved.

Any amendments to the General Terms and Conditions of Business of Finarenco shall only be valid if they exist in written form and are signed by Finarenco's management.

Sincerely,

Finarenco AG

APPENDIX
Remuneration of third parties (insurance business)

Branch	Rate in % of the net premium	Normal rate
Property insurance	7.5% to 15%	15%
Third-party liability insurance	7.5% to 15%	15%
Legal protection insurance	15%	15%
Motor vehicle insurance		
- Third-party liability insurance	4% to 10%	4%
- Partial cover	7% to 15%	15%
- Collision insurance	7% to 15%	12%
- Motor vehicle accident insurance	7% to 15%	15%
Accident insurance	3% to 7%	5%
Additional accident insurance	10% to 15%	15%
Daily sickness allowance insurance	7.5% to 10%	7.5%
Collective life insurance policies	0.5% to 1.8%	1%
Individual life insurance policies	0.7% to 4.5% of the production amount*	

* The production amount is comprised of the net premiums paid in (without stamp duty), the duration and the product-specific coefficient. Production-specific coefficients range from 10% to 100%.