

General Terms and Conditions of Blue Collar Investments AG (CHE-115.100.177)

Blue Collar Investments AG, Grindelstrasse 6, 8304 Wallisellen (“**BCI**”) provides advisory services in the financial and insurance sector for its clients (each a “**Client**”). For this purpose, BCI enters into written agreements with its Clients (each a “**Services Agreement**”).

Subject to the Services Agreement concluded with a Client in each case, these General Terms and Conditions govern the business relationship between BCI and its Clients. In the event of discrepancies between these General Terms and Conditions and the Services Agreement, the provisions of the Services Agreement shall prevail.

1. Duties of care and liability

- 1 BCI undertakes to act carefully, to the best of its knowledge and belief, and in the interests of the Client.
- 2 Subject to mandatory statutory provisions, BCI shall be liable to the Client only for losses caused by BCI or its auxiliary persons through gross negligence or wilful misconduct.

2. Risks

- 1 The services are provided in the name and for the account of the Client. Accordingly, these may involve risks for the Client.
- 2 If the Client mandates BCI to provide investment advisory services, the following shall apply:
- 3 The Client confirms that he or she is aware of the risks typically associated with the acquisition, disposal and holding of financial instruments (e.g. insolvency, market, country, foreign exchange, interest rate and liquidity risks as well as risks associated with investments in emerging markets, in connection with alternative investments or with the custody of investment instruments) and that he or she understands and accepts the risks associated with BCI’s service. The Client has taken note of and understood the brochure issued by the Swiss Bankers Association “Risks Involved in Trading Financial Instruments”, which can be accessed at https://www.swissbanking.ch/_Resources/Persistent/e/1/8/d/e18dc86d8033b556db0c7d-b772e9b025042db1d5/SBA_Risks_Involved_in_Trading_Financial_Instruments_2023_EN.pdf.
- 4 BCI further draws the attention of investment advisory clients to the following risks:
 - (i) Risk of the selected investment strategy: The Client who mandates BCI to provide portfolio-related investment advice accepts that the selected investment strategy may lead to negative price fluctuations.
 - (ii) Capital preservation risk: This risk, which may vary depending on the financial instrument, is borne in full by the Client. With regard to the risks of the individual financial instru-

ments, reference is made to the brochure “Risks Involved in Trading Financial Instruments” issued by the Swiss Bankers Association.

- (iii) Risk of insufficient information on BCI’s side: In the case of transaction-related investment advice, BCI takes into account the Client’s knowledge and experience; in the case of portfolio-related investment advice, the Client’s financial circumstances and investment objectives as well as the Client’s needs are taken into account. If the Client provides BCI with insufficient or inaccurate information regarding his or her knowledge, experience, financial circumstances, investment objectives and/or needs, there is a risk that BCI will not be able to advise the Client adequately.
- (iv) Risk of insufficient information on the Client’s side:
 - In the case of transaction-related investment advice, BCI does not take into account the composition of the portfolio and does not carry out a suitability assessment with regard to the Client’s investment objectives and financial circumstances. The Client therefore requires specialist knowledge in order to understand the financial instruments. This gives rise to the risk for the Client that, due to a lack of or insufficient specialist knowledge, he or she may make investment decisions that do not correspond to his or her financial circumstances and/or investment objectives and are therefore not appropriate for him or her.
 - In the case of portfolio-related investment advice, BCI does take the Client portfolio into account, but the Client makes the investment decisions. The Client therefore also requires specialist knowledge in order to understand the financial instruments. This gives rise to the risk for the Client that, due to a lack of or insufficient specialist knowledge, he or she may not follow investment recommendations that are suitable for him or her.
- (v) Risk that, following a recommendation, the Client places a purchase or sale order too late, which may lead to price losses: The recommendations issued by BCI are based on

the market data available at the time of the advice and are valid only for a short period due to their dependence on market conditions.

(vi) Risk of insufficient monitoring:

- In the case of transaction-related investment advice, BCI has no obligation to monitor, advise, warn or inform with regard to the quality of the individual positions and/or the structuring of the portfolio. Insufficient monitoring by the Client may be associated with various risks, such as concentration risks.
- In the case of portfolio-related investment advice, BCI has a general monitoring obligation only if this has been specifically agreed. Here too, insufficient monitoring of the portfolio by the Client may lead to various risks, such as concentration risks.

5 The Client confirms that BCI has informed him or her comprehensively and in detail about the possible risks in connection with the services to be provided and the investments to be made. The Client shall inform BCI if he or she requires further clarification regarding the risks.

3. Costs

- 1 Fees, charges or other costs invoiced to BCI by third parties in connection with the provision of services shall be borne by the Client.
- 2 Travel costs shall additionally be invoiced at CHF 1.20/km. BCI may adjust this rate to current circumstances after prior notification to the Client.

4. Reporting

- 1 BCI shall report to the Client on a regular basis, upon termination of the mandate and at the Client's request, on the services provided and on the fees and charges incurred in doing so.
- 2 The Client may at any time request information from BCI regarding the services provided.

5. Delegation of tasks

- 1 BCI may involve third parties in Switzerland and abroad for the provision of the services agreed with the Client, in particular, but not limited to, in the areas of financial analysis, compliance, IT and data processing or the retention of business records.
- 2 BCI shall ensure that the third parties engaged have the skills, knowledge and experience necessary for their activities and, where applicable, the required authorisations and register entries. BCI shall be liable only for due care in the selection, instruction and monitoring of such third parties.

6. Confidentiality and data protection

- 1 BCI shall treat Client-specific data, information and documents confidentially. This obligation shall continue after termination of the Services Agreement.
- 2 BCI may, in particular in the event of the use of third parties in Switzerland or abroad or the delegation of tasks to third parties in Switzerland or abroad, be required to share certain information with such third parties. Disclosure of confidential information to auxiliary persons or third parties is permitted if they are subject to a statutory duty of confidentiality or undertake vis-à-vis BCI to treat the information received as confidential as well.
- 3 BCI may disclose information concerning the business relationship with the Client to third parties, including the competent authorities in Switzerland and, subject to compliance with Swiss law, abroad, if there is a statutory obligation to do so. The disclosure of information is also permitted in order to protect the interests of BCI and those of entitled third parties, in particular with regard to the assertion of BCI's own rights.
- 4 BCI shall comply with the applicable data protection provisions and undertakes to take appropriate technical and organisational measures to protect the personal data entrusted to it. If BCI discloses personal data to third parties, it shall ensure that such data is processed only to the extent that BCI itself would be permitted to process it.
- 5 Further information on the processing of personal data can be found in BCI's Privacy Policy (available here: <https://bluecollar.ch/privacy-policy/>).

7. Duty to provide information

- 1 The Client undertakes to provide BCI with all information required for the performance of the agreement and to inform BCI proactively of any changes.
- 2 BCI may rely on the accuracy and completeness of the information provided by the Client.

8. Client communications

- 1 Communications from the Client to BCI may be made in writing or by e-mail to BCI's business address or e-mail address as stated on its website or expressly communicated to the Client. Communications from the Client may also be made by telephone/orally and must be confirmed by e-mail or in writing at BCI's request.
- 2 All communications received by BCI from the e-mail address communicated to it by the Client shall be deemed to have been sent by the Client, without BCI being subject to any further verification obligation.

9. Maintenance of contact

The parties are obliged to remain in contact with each other and to inform each other without delay of any changes to their contact details.

10. Communication risks

- 1 If the parties communicate with each other by e-mail or other unencrypted electronic channels, the Client acknowledges that these forms of communication are not secured against access by unauthorised third parties and involve risks such as lack of confidentiality, manipulation of content or sender data, delay or viruses.
- 2 It is the Client's responsibility to protect his or her own devices and software against electronic attacks and use by unauthorised persons.
- 3 BCI is obliged to apply the care customary in business in handling incoming and outgoing orders, instructions or communications. Unless BCI has committed a grossly negligent or wilful breach of duty, the Client shall bear any loss arising from the transmission of orders, instructions or communications by post, fax, telephone, e-mail and other means of transmission or transport.

11. Representation

11.1 General

The Services Agreement does not authorise BCI to represent the Client vis-à-vis third parties or to legally bind the Client.

11.2 Insurance brokerage

If the Client mandates BCI in the Services Agreement as insurance broker and therefore with the advice, intermediation and ongoing servicing of insurance contracts, the following shall apply:

- The Client signs the insurance applications himself or herself, initiates the premium payments and receives claims payments from the insurers directly. BCI represents the Client in all other matters vis-à-vis the insurance companies on the basis of powers of attorney granted by the Client. Original policies are sent to the broker for review.
- In order for BCI to be able to fulfil its obligations for the Client in the management of the insurance portfolio, the Client shall make changes and new contracts during the ongoing Services Agreement exclusively through BCI or shall involve BCI.
- Unless otherwise agreed, BCI maintains contact with the insurers and the client does not wish to be contacted directly or visited by field staff of the insurance companies.

12. Severability clause

If any provision of the Services Agreement or of these General Terms and Conditions is, in whole or in part, null and void, invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions. Null and void, invalid or unenforceable provisions shall be replaced by valid and enforceable provisions that correspond as closely as possible to the economic meaning and purpose of the invalid or null and void provisions.

13. Amendments to the Services Agreement

Amendments to the Services Agreement must be made by the Client and BCI in a form verifiable by text.

14. Conclusion of the Services Agreement

- 1 Subject to paragraph 3 below, the Services Agreement and its annexes may be executed in writing or in electronic form (e.g. as an electronic file containing a scan of the original signature or signed using Skribble, DocuSign or AdobeSign or a similar tool) and transmitted by e-mail or otherwise. The copy executed and transmitted in this manner shall be deemed duly executed and validly transmitted and shall be valid and effective in all respects.
- 2 Subject to paragraph 3 below, all amendments and supplements to the Services Agreement and its annexes, as well as all declarations regarding the waiver of any rights or claims arising therefrom, require written form in accordance with paragraph 1 above in order to be valid.
- 3 Clause 17 below shall apply to amendments to these General Terms and Conditions.

15. Term and termination of the Services Agreement

15.1 General provisions

- 1 The Services Agreement enters into force upon signature by both parties and is concluded for an indefinite period.
- 2 The mandate may be terminated in writing by either party at any time by giving three (3) months' notice to the end of a calendar month. The right to terminate at any time for good cause in accordance with Art. 404 CO remains reserved; the consequences pursuant to Art. 404 para. 2 CO shall apply to termination at an inopportune time.
- 3 BCI's mandate shall not expire upon the death, loss of capacity to act or insolvency of the Client (Art. 35 and Art. 405 CO).

15.2 Provision in the case of insurance brokerage

If the Client mandates BCI in the Services Agreement as insurance broker and therefore with the advice, intermediation and ongoing servicing of insurance contracts, the following shall apply:

- Existing insurance contracts shall remain unaffected by the termination of this mandate; the Client remains the policyholder and debtor of the premiums.
- From the effective date of termination, BCI's entitlement to further portfolio servicing commissions from the relevant contracts shall cease.
- Pending claims shall, unless the Client expressly instructs otherwise, continue to be serviced by BCI until they have been settled. The Client owes BCI the agreed remuneration for this.

16. Applicable law, place of performance and jurisdiction

- 1 All legal relationships between the Client and BCI shall be governed by substantive Swiss law, excluding conflict-of-law rules.
- 2 The place of performance and place of debt enforcement for Clients with their registered office/domicile abroad, as well as the exclusive place of jurisdiction for all proceedings, shall be the registered office of BCI in Switzerland at the time of performance, debt enforcement or commencement of legal proceedings. BCI shall also be entitled to bring proceedings against the Client before the competent court at the Client's registered office/domicile or before any other competent court or any other competent administrative authority in Switzerland or abroad. In this case too, substantive Swiss law shall apply.

17. Amendments to these General Terms and Conditions

- 1 BCI may amend these General Terms and Conditions at any time.
- 2 It shall inform the Client of this in advance in writing, by e-mail or in another suitable manner that permits proof by text. If the Client does not object within the period specified in the notification, which shall be at least 30 days, in a manner that permits proof by text, the amendments shall be deemed approved by the Client.