

## General Business Conditions

*February 2026*

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## **1 Object and scope**

The General Business Conditions (GBC) set forth in the following shall govern the business relationships between the Client and Unifinanz Trust reg., Im Bretscha 2, LI-9494 Schaan (hereinafter referred to as *Unifinanz*) provided that no separate agreements of a different nature have been concluded. For the purpose of simplicity, the masculine version has been used in all forms and naturally also refers to the feminine version.

## **2 Restricted capacity to act**

The Client shall bear all damage arising from his own lacking legal capacity to act or that of authorized third parties unless this has been communicated in writing and to Unifinanz with proof of evidence. Unifinanz is not obliged to undertake any clarifications concerning the legal capacity of the Client or of authorized third parties.

## **3 Communications of Unifinanz**

Communications shall be deemed as duly and legally effected if they have been dispatched or held at the Client's disposal in accordance with the most recent instructions received from him or, for the sole purpose of the Client's protection, in a manner deviating from. The date of dispatch shall be deemed as the date on Unifinanz's file copies or dispatch list.

## **4 Errors of transmission**

All damage resulting from the use of postal services, telephone, fax, e-mail, other means of electronic transmission or other means of communication or other transmission carriers, specifically through loss, delay, misunderstandings, mutilation or duplication, shall be borne by the Client unless gross negligence by Unifinanz can be proven.

## **5 Requests for Client information and communication from the Client**

Unifinanz must obtain various information from the Client for the purpose of performing its services. This can contain for example the Client's knowledge and experience of financial instruments, his financial circumstances, his investment objectives, MiFID criteria or the fulfilment of due diligence obligations. It is in the interest of the Client to provide this information to Unifinanz, since Unifinanz is otherwise unable to perform its services. Furthermore, it is also important that the information made available by the Client is precise, because Client information serves to ensure that Unifinanz can act in the best interest of the Client, i.e. to recommend an asset management or financial instruments that are suitable for the Client. For this purpose, complete and truthful information about the Client is essential.

If Unifinanz is obliged to provide the Client with information before executing orders (for example information about costs) or documents (for example PRIIP-KID), or requires additional information or instructions, but is unable to reach the Client, either because the Client does not wish to be contacted by Unifinanz, or because the Client cannot be contacted on short notice, then in case of doubt, Unifinanz reserves the right not to execute the order, in the interest of protecting the Client. In this event, Unifinanz shall not accept any liability for orders that are not executed on time or for damages caused (in particular by prices falling or rising).

Unifinanz is entitled to rely on the accuracy of the information received from the Client, unless Unifinanz knows or should know that the information is obviously obsolete, incorrect or incomplete.

The Client is required to notify Unifinanz in writing if the information provided to Unifinanz, such as his name, address, domicile, nationality, tax domicile, etc., should change. Within the context of an ongoing business relationship the Client shall furthermore be obliged, at the request of Unifinanz, to update his details at regular intervals.

## **6 Recording of telephone calls**

Unifinanz has the right, and sometimes a legal obligation (e.g. for discussions concerning financial instruments), to record telephone conversations. Unifinanz may also store other electronic communications, such as emails and faxes. The recorded conversations and stored communications may be used as evidence. They are stored in accordance with legal requirements. Recordings relating to the acceptance, transmission and execution of client orders will be made available to the relevant client upon request for a period of five years.

## **7 Execution of orders**

In the event of defective, delayed or non-execution of orders Unifinanz shall be liable at most for interest covering the period involved unless in the particular case it had been advised expressly and in writing of the danger of more extensive damage. The Client shall in every case bear the risk of an unclearly formulated, incomplete or faulty order.

Unifinanz cannot be held liable for non-execution or delays in executing orders relating to the fulfilment of legal obligations, particularly in accordance with the Due Diligence Act, or to the fulfilment of due diligence or economic sanctions obligations (see section 14).

For orders relating to investments abroad or transactions involving financial instruments, section 16 (confidentiality and release from confidentiality) must also be observed.

Finally, unless a specific agreement to this effect has been made, Unifinanz is not obliged to execute orders that have been placed using electronic means.

## **8 Objections**

Objections by the Client regarding defective or delayed execution as well as non-execution of instructions of any kind or any kind of complaint concerning the reports and financial reporting of Unifinanz, which are regularly received by the Client, as well as objections regarding other communications and actions of Unifinanz, must be lodged immediately upon receipt of the relevant advice or communication, but at the latest within the time period stipulated by Unifinanz.

If an expected advice or communication of Unifinanz is not received by the Client in due time, the complaint or objection must be registered as if such an advice or communication had been received as usual by mail. The Client shall bear any damage arising from a delay in registering his objections.

The reports and financial reports of Unifinanz shall be regarded as correct, and all items contained in such statements, insofar as the Client does not object to these in writing within one month.

## **9 Plurality of Clients**

An agreement with Unifinanz can be concluded jointly by several persons. The exercise of the rights in such cases shall be subject to special arrangements. In the absence of such arrangements, each person shall have individual exercising rights. All the account holders shall be jointly liable for any claim of Unifinanz against any one of them.

## **10 Fees and other charges**

Unifinanz is permitted to debit its asset management, investment advisory or execution only fees directly from the account of the Client, where a respective authorization/ power of attorney is in place. Unifinanz may levy extra charges for exceptional services it has provided or costs it has incurred (for example in conjunction with compliance investigations, compulsory enforcement, insolvency, official assistance, mutual assistance, disclosure and other legal proceedings and follow-up investigations).

## 11 Dormant accounts

Unifinanz and the Client shall take appropriate measures to prevent accounts from becoming dormant. The Client may approach Unifinanz in the case of questions in connection with dormant accounts. The management for dormant business relationships can be continued at the discretion of Unifinanz, whereby Unifinanz reserves the right to debit charges directly from the account for its costs in this connection, as well as its expenses for inquiries and investigations, when there is a respective authorization/ power of attorney in place. Unifinanz will have the discretion to terminate the dormant business relationship by postal delivery of the notice of termination to the last announced address of the Client.

## 12 Granting remunerations

Unifinanz reserves the right to grant remunerations to third parties for the acquisition of Clients and / or the provision of services, insofar as this improves the quality of the service. As a rule, the commission, fees, etc., charged to the Client are used as a basis for calculating such remunerations.

The Client acknowledges and accepts that Unifinanz may be granted a remuneration by third parties, normally in the form of holding fees, in connection with the introduction of new customers, the purchase/sale of collective capital investments, structured products, certificates, notes, etc. (hereinafter referred to as «products»); The amount of such payments varies according to product and product provider. As a rule, the amount of these corresponds to a percentage share of the administration fees debited for the respective product, paid on a periodic basis for the duration they are held. Commissions can also be paid by issuers of securities in the form of one-off payments, the amount of which corresponds to a percentage share of the issue price. Subject to any ruling of the contrary, the Client can request further details from Unifinanz on the agreements concluded with third parties relating to such payments, at any time prior to or after the service is/has been rendered (purchase of the product).

Depending on the service agreement chosen, remunerations by third parties are either avoided, prevented or passed on to the Client. Any minor non-cash benefits (e.g. market analyses, training sessions for certain financial products, meals during training sessions and the like) remain with Unifinanz if these payments contribute to improving the quality of the service for the Client and are disclosed. If the Client does not request any further details prior to the service being rendered, or if he utilizes the service after obtaining further details, he waives any surrender claims as understood by §1009a of the Civil Code (ABGB).

## 13 Taxation and general legal aspects

The Client himself is responsible for the proper taxation of his assets and for the proper taxation of the income generated by such assets in accordance with the legal provisions applicable at his tax domicile(s). He is responsible for complying with the regulatory and statutory provisions (including tax legislation) which apply to him, and must comply with such provisions at all times.

With the exception of special provisions and agreements, the advice and information provided by Unifinanz does not refer to the tax consequences of investments for the Client or generally to his tax situation; in particular, any liability of Unifinanz for the tax consequences of recommended investments is excluded.

## 14 Sanctions

The Client acknowledges that the provisions contained in this Chapter serve to protect against significant sanctions and compliance risks.

The Client undertakes to refrain from claiming any services that violate sanctions regulations or other restrictive measures imposed by the United Nations, the European Union, Liechtenstein, Switzerland or the United States of America.

The Client represents that neither the Client nor the Client's beneficial owners or controlling persons, corporate bodies, authorized representatives' and entities directly or indirectly controlled by the Client are subject to sanctions or other restrictive measures, either directly or indirectly, in particular that they are not included on relevant sanctions lists or directly or indirectly controlled by persons included on such lists, and that the Client will refrain from claiming any services that are directly or indirectly related to restrictions on the capital and financial markets or to sectoral and goods- or services-related prohibitions under the sanctions regimes mentioned above.

The Client shall notify Unifinanz without undue delay as soon as the Client becomes aware of any circumstances or has sufficient indications to suggest that the Client, the Client's beneficial owners or controlling persons, corporate bodies, other authorized representatives or persons holding power of disposition, or entities or assets held, managed, or controlled by the Client directly or indirectly, are or could be subject to sanctions or restrictive measures.

Unifinanz shall be entitled to temporarily suspend, refuse, or not perform services in whole or in part if the performance or provision of the service could violate sanctions regulations or other restrictive measures, or if Unifinanz exposes itself to the risk of primary or secondary sanctions; This shall also apply if relevant sanctions regulations or other restrictive measures do not produce any direct legal effect in Liechtenstein.

## **15 Data processing, outsourcing and data protection**

Within the framework of processing and maintaining the Client relationship, Unifinanz is required to process and utilize personal details, transaction details and other data relating to the Client's banking relationship (hereinafter referred to as «Client data»). Data protection information for Clients, as set out in Chapter F of the Client Information (available at [www.unifinanz.li](http://www.unifinanz.li)), applies.

Without the express written consent from the bank Client, Unifinanz shall be authorized to outsource business areas (e.g. information technology, maintenance and operation of IT systems, printing and mailing of documents, compliance, risk management, internal audit, due diligence officer, investigating officer) in full or in part to selected contracting parties (hereinafter referred to as «outsourcing partners»). Unifinanz can arrange for individual services to be performed by selected contracting parties (hereinafter referred to as «service providers»). To this end, the bank is entitled to communicate the Client data required for this purpose to outsourcing partners and service providers.

Unifinanz uses selected AI systems in the provision of its contractually agreed services. Details regarding their use, the protective and governance measures applied, as well as the processing of personal data in this context, are set out in the Privacy Notice for Clients pursuant to Chapter F of the Client Information (available at [www.unifinanz.li](http://www.unifinanz.li)).

## **16 Confidentiality and release from confidentiality**

Due to statutory provisions concerning Client confidentiality, data protection and further professional secrecy obligations (hereinafter referred to as «confidentiality protection»), the members of the executive bodies as well as the employees and representatives are subject to the obligation to keep information to which they have become privy due to their business relationship with the Client confidential for an indefinite period. Information that is covered by confidentiality protection is referred to as «client data» in the following. Client data includes all information relating to the business relationship with the Client, in particular confidential information about the contracting party, (further) authorized representatives, beneficial owners as well as any possible third parties.

For the provision of its services as well as for the protection of its legitimate interests, it is situationally necessary for Unifinanz to disclose client data subject to confidentiality obligations to third parties domestically or abroad. The client hereby expressly releases Unifinanz from its confidentiality obligations with respect to client data and authorizes Unifinanz to disclose client data to third parties domestically or abroad for the purposes set out below and in compliance with the applicable data protection provisions, in particular the GDPR. The Client data may in this conjunction also be forwarded in the form of documents that Unifinanz has prepared itself in conjunction with the business relationship with the Client or has received from the Client or from third parties.

This means Unifinanz can forward client data in particular in the following cases:

- Unifinanz is required to forward the client data by a public authority or court, based on law, supervisory law and / or international treaties.
- Compliance with Liechtenstein and non-domestic legal provisions applicable to Unifinanz require the forwarding (for example report of business transactions pursuant to MiFIR).
- Unifinanz responds to legal measures that have been taken or initiated against Unifinanz (including as a third party) in Liechtenstein or abroad by the Client.
- Unifinanz responds to legal measures that third parties initiate against Unifinanz on the basis of the services that Unifinanz has rendered on behalf of the Client.
- Unifinanz undertakes debt enforcement measures or other legal measures against the Client.
- Unifinanz responds to accusations that the Client makes in public, in the media or vis-à-vis Liechtenstein or nondomestic public authorities.
- Service providers of Unifinanz receive access to Client data within the context of signed legal agreements.
- Unifinanz outsources individual business areas (for example the printing and dispatch of documents, compliance, risk-management, internal audit, due diligence officer, investigating officer) or parts thereof.
- For the purpose of fulfilling statutory due diligence obligations, Unifinanz is also entitled in individual cases to commission third parties in Liechtenstein and abroad to perform the necessary investigations and to forward the corresponding client data.
- For the purpose of rendering its services, Unifinanz may need to grant employees of Unifinanz or of authorized representatives who have undertaken to adhere strictly to confidentiality remote access to client data from Liechtenstein or abroad.
- Within the context of the trading or the administration of custody account assets, Unifinanz is obliged or entitled by statutory provisions in Liechtenstein and abroad to forward Client data, or the forwarding is necessary for the purpose of executing a transaction or administration. The latter may be the case, for example, if trading markets, collective deposit centers, third-party custodians, stock exchanges, brokers, banks, issuers, financial market supervisory or other authorities, etc., are for their part obliged to demand the disclosure of client data by Unifinanz. Unifinanz may forward client data in individual cases upon request, as well as on its own initiative (for example within the context of completing the documents required for the transaction or administration). In this conjunction, enquiries may also be made following the completion of a trading transaction or administration, in particular for monitoring or investigative purposes. By issuing the order to trade or to administer custody account assets, the Client also expressly authorizes Unifinanz to make any possible disclosures of the client data. The Client acknowledges that the client data is processed by Unifinanz and by third parties in order to fulfil the purpose, and that once it has been disclosed it may not necessarily continue to be covered by confidentiality protection. This also applies in particular in the event of forwarding client data to another country, and there is also no assurance that the non-domestic level of protection corresponds to that in Liechtenstein. In the event of data transfers to countries outside the EEA, Unifinanz ensures an adequate level of data protection through appropriate safeguards within the meaning of the GDPR (in particular standard contractual clauses or adequacy decisions), insofar as it cannot be ensured in every case that the foreign level of protection corresponds to that of Liechtenstein. Domestic and foreign laws as well as official orders may oblige third parties to disclose the client data they have received. Unifinanz has no influence over any further use of the client data. Unifinanz informs the client about the disclosure of client data within the scope of the data protection information obligations pursuant to the GDPR. There is no obligation to provide notification of each individual disclosure, insofar as the disclosure is already described in these General Business Conditions or in the Privacy Notice for Clients.

## **17 Termination**

Unifinanz shall be entitled to terminate existing business relationships at any time at its discretion without giving reasons. Even where a period of notice exists or a fixed deadline has been agreed, Unifinanz shall be entitled to terminate a relationship immediately, if the Client is in default with a payment or action, if his financial standing has deteriorated significantly, a compulsory execution order is enforced against him or criminal proceedings are pending against him that jeopardize the reputation of Unifinanz.

## **18 Public holidays**

Liechtenstein public holidays and Saturdays shall have the same legal status as Sundays.

## **19 Language**

German is the authoritative language. In the case of foreign language texts, the German text shall be taken as an aid to interpretation.

## **20 Place of performance**

Unifinanz's place of business shall serve as the place of performance for mutual obligations.

## **21 Severability clause**

If one or more provisions of these GBC become ineffective or invalid, or if the GBC should have gaps, this shall not affect the validity of the remaining provisions. The invalid provisions are to be interpreted or replaced in a manner which comes as close as possible to accomplishing the desired purpose.

## **22 Applicable law**

All legal relationships between the Client and Unifinanz shall be governed by the laws of the Principality of Liechtenstein.

## **23 Jurisdiction**

The court of jurisdiction is Vaduz. The Client accepts this jurisdiction for all legal proceedings. However, legal action may be taken against the Client at his place of residence, or before any other competent court or authority.

## **24 Alterations**

Unifinanz is authorised to amend the above provisions at any time. These amendments shall be communicated to the Client in writing or by other appropriate means, and shall be deemed approved if no objection is received in writing within one month. Unifinanz shall inform the Client of this when notifying them of the changes.

## **25 Validity**

These GBC shall enter into force on 16 February 2026 and replace the previous General Business Conditions.