

## General Terms and Conditions (GTC) of Avobis Advisory AG

### 1. Subject matter and scope

- 1.1. These General Terms and Conditions (hereinafter referred to as "GTC") apply to the business of Avobis Advisory AG [CHE-104.881.518], Brandschenkestrasse 38/40, CH-8001 Zürich, (hereinafter referred to as "Advisory") and apply to Advisory's entire business (offering financing solutions and interest rate hedges).
- 1.2. These GTC apply to the mentioned areas as well as to the further services which Advisory provides directly and indirectly to the customer.
- 1.3. The GTC shall be sent to the customer together with the offer or the respective contract and shall form an integral part thereof.
- 1.4. Any agreements deviating from or supplementing the GTC shall only be valid if expressly agreed by the parties in writing (exchange of e-mails shall be sufficient).

### 2. Justification of the conclusion of the contract and start of the contractual relationship

- 2.1 The contract between Advisory and the customer is concluded when the customer accepts the offer relating to the purchase of one or more payable services.

### 3. Contract duration and termination

- 3.1 The minimum contract term, notice period and termination date are determined by the respective written contract concluded between the adviser and the customer. Contracts can be terminated by either party in writing with a notice period of 30 days to the end of the agreed contract period. If no contract term has been agreed, the notice period is 30 days from the date of receipt of the written notice of termination.
- 3.2 Each party reserves the right to terminate the contract extraordinarily if the other party to the contract seriously breaches the contractual agreements or statutory provisions. Extraordinary grounds for termination exist in particular if a contracting party: a) fails to fulfill or repeatedly fails to fulfill material obligations under the contract, b) becomes insolvent or bankruptcy proceedings are instituted against it, c) violates applicable laws or regulations, d) seriously offends common decency or ethics. Extraordinary termination requires written notification to the other contracting party and is effective immediately.

### 4. Terms of payment

- 4.1 The contract basically regulates the individual remuneration modalities within the scope of the agreed services.
- 4.2 Unless otherwise stipulated in the contract, all Advisory invoices are due net 30 days from receipt of the invoice. After expiry of this period, the customer is in default without a reminder. Advisory may claim default interest of 5%.
- 4.3 If the customer defaults on payment, Advisory is entitled to suspend all services to the customer in whole or in part until its claims have been settled. The consequences resulting from such a suspension shall be borne exclusively by the customer. In particular, Advisory is entitled to claim compensation for all reminder, collection, legal and court costs and other damages.
- 4.4 If the client fails to settle its debts within a grace period set by Advisory, Advisory is entitled to definitively refuse to provide any further services to the client and to claim damages. The right to assert further claims remains reserved.

### 5. Right of retention

- 5.1 The customer is not entitled to offset any counterclaims against Advisory's claims. Any right of retention or right of retention of the customer is fully excluded.

### 6. Liability provisions

- 6.1 Advisory is liable for damage caused to the customer by its auxiliary persons and third parties engaged in the performance of the contractual services through gross negligence and intent.
- 6.2 The customer undertakes to indemnify and hold Advisory harmless from all claims, including third-party claims, in particular from damages, liabilities, costs, losses or expenses arising from the grossly negligent, slightly negligent or intentional breach of the customer's obligations to third parties set out in these GTC. The indemnification obligation also includes any third-party claims arising from the infringement of property rights, copyrights or other intellectual property rights. The customer's obligation to indemnify shall survive the termination of this contract.

### 7. Duty of care and confidentiality

- 7.1 Advisory undertakes to carry out the business entrusted to it with due care. Advisory, any auxiliary persons and any third parties engaged are obliged to maintain the strictest confidentiality regarding Advisory's business relationships with its clients.

### 8. Data protection

- 8.1 Advisory takes data protection very seriously. Comprehensive information on how your data is used can be found in our privacy policy: <https://www.avobis.ch/en/privacy-statement/>

### 9. Involvement of third parties (processors)

- 9.1 Advisory may engage third parties to provide services and make the necessary data available to them.
- 9.2 The processors are subject to the same obligations regarding data protection as Advisory itself and - subject to deviating legal provisions - may not process the data for their own purposes and only on behalf of and on the instructions of Advisory. Advisory is obliged to carefully select, instruct and monitor the service providers. The service providers may also be domiciled abroad. Advisory guarantees the adequacy of data protection at the processors in the target country.

### 10. Amendment of the General Terms and Conditions

- 10.1 Advisory may amend these GTC at any time without giving reasons. The amended GTC shall take effect on the specified date of entry into force. Advisory will send the amended GTC to the customer or publish them at <https://www.avobis.ch/en/> at least 1 month before they come into force. If the customer does not agree with the amendment, he has the right to terminate the contract extraordinarily in accordance with Clause 3.2.

### 11. Severability clause

- 11.1 Should a provision of the contract or these GTC be void or become legally invalid, the remaining provisions shall continue to apply. Invalid or legally ineffective provisions shall be replaced by valid provisions that come as close as legally possible to the economic effect of the invalid provisions.

### 12. Applicable law and place of jurisdiction

- 12.1 Swiss law shall apply exclusively. The exclusive place of jurisdiction is Zurich.

**13. Original text**

- 13.1 These GTC are drawn up in English, German and French. In the event of contradictions, the German version shall prevail.

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