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General Provisions

The abbreviated term FINA is used in this document synonymously with FINA Finanzplanung AG.

By signing this advisory agreement, the client acknowledges having received the General Terms and Conditions of FINA Finanzplanung AG as well as the documents listed below, and declares agreement with all their provisions in full.

The General Terms and Conditions of FINA Finanzplanung AG govern the relationship between the client and FINA Finanzplanung AG.

FINA is committed to providing comprehensive financial planning services for both private and corporate clients. Its scope of services includes solutions in the fields of real estate, taxation, insurance, pension planning, legal certainty, as well as consultancy in the areas of wealth creation and investments.

1. Data Protection, Duty of Care and Data Processing

FINA is subject to the provisions of the Swiss Data Protection Act applicable to financial service providers.

1.1 Data Processing by FINA Finanzplanung AG

Personal data form the essential basis for sound and well-founded financial planning. It is therefore in the client's own interest to provide all information and declarations concerning their personal circumstances truthfully and completely.

The client agrees that personal data required for the purpose of providing optimal advice may be collected, processed and used by FINA in the client's interest. Client data may be transmitted to contractual partners (e.g. insurance companies, banks, investment companies, health insurers) for processing and use, insofar as this is necessary for the preparation of offers, the potential conclusion of future contracts, or the execution of contractual matters concerning the client.

1.2 Data Security

FINA is committed to providing the highest possible level of client protection through targeted data security measures. Client data are treated confidentially, stored securely and used exclusively for client support. Data will not be disclosed to third parties except in the following cases:

If required for risk assessment, application verification, preparation of offers or contracts, or quality assurance, FINA may, without further consent from the client, obtain additional information or forward existing data to the partners involved, or make such data accessible to legally authorised supervisory bodies and official authorities. Data storage and transmission may be carried out using cloud-based solutions in cooperation with specialised group companies and third parties, both in Switzerland and abroad. All employees are contractually bound to strict confidentiality in the handling of data. Data may be used within FINA for the following purposes: statistical analysis, marketing purposes, customer relationship management (CRM), and cross-selling.

FINA Finanzplanung AG acts as an intermediary advisor in relation to the companies it collaborates with. It forwards applications to the companies chosen by the client, and these companies are free to decide on the acceptance or rejection of any proposed contract. The contractual relationship that arises from such an application (including all rights and obligations) exists exclusively between the client and the selected partner company. Consequently, only the provisions of the partner company, in accordance with applicable laws and regulations, shall apply.

Applications to insurance companies must be completed fully and truthfully. If, upon conclusion of the contract, facts are withheld or incorrectly stated, the insurer may, in the event of a claim, withdraw from its obligation to provide benefits if the undisclosed or incorrectly stated information influenced the occurrence or extent of the loss. Applications are transmitted to the respective companies with the utmost care and in compliance with the relevant data protection regulations.

FINA shall be liable for any damage arising from negligence or errors occurring during the advisory process, in financial planning documents or in connection with partner companies it intermediates. However, FINA shall not be liable for any damage where incorrect information has been provided by the client, or for any loss, regardless of its cause, provided that ordinary care has been exercised. To enable the practical transmission of information, the client agrees that financial, insurance and tax documents, as well as offers for investment, insurance, real estate and pension products, may be sent by post, e-mail, SMS or telephone. The client generally agrees to correspondence by e-mail.

When communicating by e-mail, FINA encrypts data, where possible, using SEPPmail Switzerland. Upon the client's written request, a secure end-to-end encryption, including attachments and contents, can be implemented. The client acknowledges the risks associated with data networks that are difficult to control, such as the unauthorised exchange of information and other Internet-related risks. The client also understands that FINA cannot accept liability for any damage resulting from such risks.

This consent may be revoked at any time by written notice addressed to FINA Finanzplanung AG.



2. Statutory Provisions Governing Independent Advice

As an independent advisory company, FINA is subject to the supervision of the Swiss Financial Market Supervisory Authority (FINMA) and complies with the applicable legislation, in particular the Financial Services Act (FIDLEG) and the Insurance Supervision Act (VAG).

2.1. Tied and Independent Intermediaries

Since the beginning of 2024, the Insurance Supervision Act (VAG) clearly distinguishes between *tied intermediaries*, who provide advice on behalf of one (or a few) insurance companies, and *independent intermediaries*, who are considered independent and can compare a wide range of financial products.

According to Article 45b of the VAG, tied intermediaries act explicitly in the interest of the insurance company and are not required to disclose conflicts of interest or remuneration transparently.

In contrast, under the VAG, independent intermediaries act in the interest of their clients and are therefore subject to significantly stricter statutory requirements. Among other obligations, remuneration and potential conflicts of interest must be disclosed to the client. FINA is registered under registration number F01186423 in the intermediary register of the Swiss Financial Market Supervisory Authority (FINMA) as an independent intermediary.

2.2. Independence of FINA

FINA is an independent advisory company and, pursuant to the law governing independent intermediaries (VAG), fulfils the following quality, information and fiduciary duties towards its clients:

1. All consulting staff meet the statutory minimum standards for education and training. As a rule, the qualifications of our consultants exceed these minimum standards.
2. Any potential conflicts of interest and remuneration are disclosed to the client in this document and, upon request, may be provided in detail at any time.
3. No insurance company or other financial institution holds any participation or ownership interest in FINA.
4. FINA is directly subject to supervision by the Swiss Financial Market Supervisory Authority (FINMA).
5. Should any advisory errors or disputes arise that cannot be resolved directly between FINA and the client, the client may seek free representation before the independent Ombudsman for Financial Service Providers (OFD), located at: *Verein Ombudsstelle Finanzdienstleister (OFD), Bleicherweg 10, 8002 Zürich.*
6. FINA is adequately covered by professional indemnity insurance in accordance with FINMA guidelines for any potential claims for damages by clients arising from advisory services.
7. All employees of FINA are employed on a fixed-salary basis.

2.3. Fees and Other Remuneration

2.3.1. Fees:

The costs for fee-based services and for the FINA planning system cover our expenditure for independent financial planning, conceptual advisory services, tax consulting, the preparation of tax returns, and other non-product-specific matters.

The FINA planning system may be terminated at any time after one year without notice. Fees already paid on a pro-rata basis are non-refundable.

Preparation of tax returns is included in the *Silver* and *Platinum* service packages up to the following level of complexity: employment income, owner-occupied residential property, and standard securities and fund investments (one securities portfolio).

Any tax consultancy exceeding this level of complexity will be charged separately, subject to prior agreement with the client, based on the time required (from CHF 187 per hour, excluding VAT).

For each annual fee paid for the FINA planning system, a maximum of two tax returns will be prepared, and only for life partners residing at the same address.

2.3.2. Intermediation

In connection with the provision of its services, FINA may receive remuneration or other monetary or non-monetary benefits from partner companies (typically banks or insurance companies).

These remunerations cover FINA's costs for product-related advisory services, in particular for: obtaining and comparing quotations, providing advice and support on financial products, administrative assistance with applications and cancellations, and gathering product-related information. Remuneration rates are generally similar across all business areas (for details, see "Product Partners"):

- Mortgages: one-off commission of 1% of the mortgage amount
- Investments: brokerage fee of 0.6% of the invested amount
- Property insurance: brokerage fee of 15% of the net premium
- Pension products: maximum 5.5% of the planned premium payments
- Health insurance: one annual VVG premium

The client expressly waives any claim for repayment of commissions or brokerage fees paid by partner companies to FINA, even if additional fee-based advisory services are utilised.

2.3.3. Fee-Only Advisory Service

The client may, by prior agreement with FINA, opt for a fee-only advisory service. Under such an arrangement, even product-specific matters are remunerated exclusively through fees.

Any remuneration received from partner companies will be refunded to the client or offset against the agreed advisory fee.



An exclusive fee-based mandate requires a separate written agreement.

For purely verbal agreements of any kind, FINA accepts no liability.

2.4. Product Partners of FINA Finanzplanung AG

(Subject to change)

FINA does not offer its own financial or insurance products but compares dozens of companies with hundreds of tariffs. Accordingly, FINA acts solely as an intermediary and is remunerated by these companies at the following market-standard rates:

- AAA Insurance, Müllackerstr. 10, 8152 Glattbrugg
(Brokerage fee max. 15% of the net insurance premium)
- Assura, Freiburgstrasse 370, 3018 Bern
(max. 1 annual net VVG premium)
- AIG, Sägereistrasse 29, 8152 Glattbrugg
(max. 1% of the mortgage amount)
- Animalia, Place de Milan, Postfach 105, 1001 Lausanne
(Brokerage fee max. 15% of the net insurance premium)
- Allianz, Effingerstrasse 34, 3008 Bern
(Brokerage fee max. 15% of the net insurance premium / Pension: max. 5.5% of the planned premium payments)
- ASGA, Gutenbergstrasse 21, 3011 Bern
(Brokerage fee max. 10% of the risk premium)
- AutoMate Insurance AG, Chaltenbodenstr. 26, 8834 Schindellegi
(Brokerage fee max. 15% of the net insurance premium)
- AXA, Laupenstrasse 19, 3008 Bern
(Brokerage fee max. 15% of the net insurance premium)
- Axa Arag, Monbijoustrasse 22, 3001 Bern
(Brokerage fee max. 15% of the net insurance premium)
- Baloise Holding AG, Aeschengraben 21, 4001 Basel
(Brokerage fee max. 15% of the net insurance premium / Pension: max. 5.5% of the planned premium payments)
- Balrisk AG, Arnold Böcklin-Strasse 41, 4051 Basel
(Brokerage fee max. 15% of the net insurance premium)
- Bank Avera, Bahnhofstrasse 3, 8620 Wetzikon ZH
(max. 1% of the mortgage amount)
- Bank CIC, Marktplatz 13, 4001 Basel
(max. 1% of the mortgage amount)
- Bank Cler, Amthausgasse 20, 3011 Bern
(max. 1% of the mortgage amount)
- Bank WIR, Helvetiastrasse 35, 3005 Bern
(max. 1% of the mortgage amount)
- Banque du Léman SA, Rue des Alpes 11, 1201 Genf
(max. 1% of the mortgage amount)
- Basler, Murtenstrasse 143, 3027 Bern
(Brokerage fee max. 15% of the net insurance premium)
- Berner Kantonalbank, Stapfenstrasse 1, 3098 Köniz
(max. 1% of the mortgage amount)
- BPS Suisse, Via Maggio 1, 6900 Lugano
(max. 1% of the mortgage amount)
- Cap Rechtsschutz, Schwarztorstrasse 22, 3007 Bern
(Brokerage fee max. 15% of the net insurance premium)
- Concordia, Bundesplatz 15, 6002 Luzern
(max. 1 annual net VVG premium)
- Coop Rechtsschutz, Entfelderstrasse 2, 5001 Aarau
(Brokerage fee max. 15% of the net insurance premium)
- Coopera, Talweg 17, 3063 Ittigen
(max. 10% of the risk premium)
- Crédit Agricole, Uraniastrasse 28, 8021 Zürich 1 Sihlpost
(max. 1% of the mortgage amount)
- Credit Suisse AG, Paradeplatz 8, 8001 Zürich
(max. 1% of the mortgage amount)
- CSS, Tribtschenstrasse 21, 6005 Luzern
(max. 1 annual net VVG premium)
- Dextra Rechtsschutz AG, Hohlstrasse 556, 8048 Zürich
(Brokerage fee max. 15% of the net insurance premium)
- Elips Life AG, Landstrasse 40, 9495 Triesen, Liechtenstein
(Brokerage fee max. 15% of the net insurance premium)
- Emmental, Emmentalstrasse 23, 3510 Konolfingen
(Brokerage fee max. 15% of the net insurance premium)
- Epona, Av. de Béthusy 54, CP162, 1000 Lausanne 12
(Brokerage fee max. 15% of the net insurance premium)
- ERV, St. Alban-Anlage 56, Postfach, 4002 Basel
(Brokerage fee max. 15% of the net insurance premium)
- Esurance AG, Heinrichstrasse 269, 8005 Zürich
(Brokerage fee max. 15% of the net insurance premium)
- Finpact AG, Giesshübelstrasse 62D, 8045 Zürich
(Brokerage fee 0.6% of investment volume plus issue commission max. 2%)
- Fortuna, Soodmattenstrasse 2, 8134 Adliswil 1
(Brokerage fee max. 15% of the net insurance premium)
- Freiburger Kantonalbank, Postfach, 1701 Freiburg
(max. 1% of the mortgage amount)
- Generali, Soodmattenstrasse 2, 8134 Adliswil 1
(Brokerage fee max. 15% of the net insurance premium / Pension: max. 5.5% of the planned premium payments)
- Glarner Kantonalbank, Hauptstrasse 21, 8750 Glarus
(max. 1% of the mortgage amount)
- Graubündner Kantonalbank, Postfach, 7001 Chur
(max. 1% of the mortgage amount)
- Group Mutuel, Rue des Cèdres 5, 1919 Martigny
(max. 1 annual net VVG premium)
- GVB, Papiermühlestrasse 130, 3063 Ittigen
(Brokerage fee max. 15% of the net insurance premium)
- Helsana, Effingerstrasse 1, 3011 Bern
(max. 1 annual net VVG premium plus supplement for combined products)
- Helvetia, Länggassstrasse 7, 3001 Bern
(Brokerage fee max. 15% of the net insurance premium / Pension: max. 5.5% of the planned premium payments)
- Hypoteq AG, Industriestrasse 47, 6300 Zug
(max. 0.7% of the mortgage amount)
- Innova, Bahnhofstrasse 4, 3073 Muri bei Bern
(max. CHF 800 per tariff)
- Inyova AG, Limmatstrasse 123, 8005 Zürich
(Issue commission max. 3% plus brokerage 0.6% of investment volume)
- KPT, Postfach, 3001 Bern
(max. 1 annual net VVG premium)
- Leonteq, Europaallee 39, 8004 Zürich
(one-off commission max. 5.5% of investment volume)
- Liechtenstein Life, Industriering 37, 9491 Ruggell, Liechtenstein
(max. 5.5% of the planned premium payments)
- LLB (Schweiz) AG, Zürcherstrasse 3, 8730 Uznach
(max. 1% of the mortgage amount)
- Orion, Europaallee 39, 8004 Zürich
(Brokerage fee max. 15% of the net insurance premium)
- ÖKK, Bahnhofstrasse 13, Postfach, 7302 Landquart
(max. 1 annual net VVG premium)
- PAX, Aeschenplatz 13, 4002 Basel
(max. 5.6% of the planned premium payments plus 1% of the current premium payment)
- Pensionskasse Pro, Morgenstrasse 129, 3018 Bern
(max. 1% of the mortgage amount)
- Pensionskasse Stadt Winterthur, Stadthausstrasse 4a, 8403 Winterthur
(max. 1% of the mortgage amount)



- PostFinance, Mingerstrasse 20, 3030 Bern
(max. 1% of the mortgage amount)
- PriceHubble AG, Talacker 41, 8001 Zürich
(none)
- Procare, Zürichstrasse 130, 8600 Dübendorf
(Brokerage fee max. 15% of the net insurance premium)
- Profond PK, Zollstrasse 62, 8005 Zürich
(max. 10% of the risk premium)
- Protekta Rechtsschutz Versicherung AG, Monbijoustrasse 5, 3011 Bern
(Brokerage fee max. 15% of the net insurance premium)
- Raiffeisen, Bläuacker 4, 3098 Köniz
(max. 1% of the mortgage amount)
- Rentes Genevoises, Place du Molard 11, 1204 Genève
(max. 1% of the mortgage amount)
- Retraites Populaires, 1001 Lausanne
(max. 1% of the mortgage amount)
- Sanitas, Länggassstrasse 7, 3012 Bern
(max. 1 annual net VVG premium plus additional compensation for combined products)
- Schweizerische Mobiliar Versicherungsgesellschaft AG, Bundesgasse 35, 3001 Bern
(Brokerage fee max. 15% of the net insurance premium)
- Sicpa SA, Avenue de Florissant 41, 1008 Prilly
(max. 1% of the mortgage amount)
- Simpego Versicherungen AG, Hohlstrasse 556, 8048 Zürich
(Brokerage fee max. 15% of the net insurance premium)
- Smile Direct, Hertistrasse 25, 8304 Wallisellen
(Brokerage fee max. 10% of the net insurance premium)
- SUVA, Fluhmattstrasse 1, 6004 Luzern
(max. 1% of the mortgage amount)
- SWICA, Römerstrasse 38, 8401 Winterthur
(max. 1 annual net VVG premium)
- Swiss Life, General-Guisan-Quai 40, 8022 Zürich
(max. 5.4% of the planned premium payments plus 1% of the premiums paid, for a maximum of 10 years)
- Swissbroke AG, Neugutstrasse 52, 8600 Dübendorf
(max. 1% of the mortgage amount)
- Swisscanto, Bahnhofstrasse 9, 8001 Zürich
(max. 1% of the mortgage amount)
- Switzerland AG, Hofackerstrasse 13, 8032 Zürich
(max. 1% of the mortgage amount)
- Sympany, Dammweg 9, 3013 Bern
(max. 1 annual net VVG premium)
- True Wealth AG, Grubenstrasse 18, 8045 Zürich
(Issue commission max. 2% plus brokerage fee max. 0.9%)
- UBS, Schwarzenburgstrasse 230, 3098 Köniz
(max. 1% of the mortgage amount)
- Valiant Bank, Bundesplatz 4, 3011 Bern
(max. 1% of the mortgage amount)
- Vaudoise, Thunstrasse 20, 3005 Bern
(Brokerage fee max. 15% of the net insurance premium)
- Versicherung der Schweizer Ärzte Genossenschaft, Länggassstrasse 8, 3000 Bern
(Brokerage fee max. 15% of the net insurance premium)
- Visana, Weltpoststrasse 19, Postfach 253, 3015 Bern
(max. 1 annual net VVG premium)
- Walliser Kantonalbank, Place des Cèdres 8, 1951 Sitten
(max. 0.5% of the mortgage amount)
- Zugerberg Finanz AG, Lüssiweg 47, 6300 Zug
(Issue commission max. 3% plus brokerage fee max. 0.6125%)
- Zürich Versicherung, Thurgauerstrasse 80, 8050 Zürich
(Brokerage fee max. 15% of the net insurance premium / Pension: max. 5.5% of the planned premium payments)

3. Limitation of Liability

The consulting staff act to the best of their knowledge and belief and uphold the highest possible level of client protection. Provided that ordinary due care has been exercised, FINA shall not be liable for any damage, regardless of its cause.

With regard to the products intermediated, the client confirms that they have been informed of the associated risks, and that they are aware of and understand them. In the area of capital investments, the client acknowledges having been informed that the investment products chosen by them are associated with both opportunities and risks. In particular, changes in the economic situation or in factual or legal circumstances may influence the investment outcome either positively or negatively.

Any losses or damages incurred shall be borne by the client, unless FINA Finanzplanung AG has acted with gross negligence or wilful misconduct. FINA shall not be liable, in particular, for transmission errors resulting from the use of postal services, telephone, Internet, e-mail or other means of communication, as well as other transmission or transport services, such as loss, delay, misunderstanding, mutilation or duplication of messages.

FINA shall not be liable, in particular with regard to capital investments, for any losses resulting from orders not executed on time or for damages (including losses due to price fluctuations), provided that ordinary due care has been exercised.

FINA's liability is limited to cases of intentional or grossly negligent damage in the performance of its services. Liability for slight negligence is expressly excluded.

Furthermore, FINA assumes no responsibility or liability for the performance of its product partners.

The rights and claims of the client against product partners arise solely from the contracts concluded between the client and such product partners.

4. Termination, Amendments and Jurisdiction

This advisory agreement may be terminated by either party at any time by means of a written notice (letter).

FINA Finanzplanung AG reserves the right to amend or modify these General Terms and Conditions at any time. Any amendments to the General Terms and Conditions shall be communicated to the client in an appropriate manner and shall be deemed approved unless a written objection is raised within one month of notification.

The place of jurisdiction for all disputes arising out of or in connection with this agreement, and for all present and future claims, shall be Bern, Switzerland.