

## General Terms and Conditions

### 1. Purpose and function of these General Terms and Conditions

The purpose of the following Terms and Conditions is to clearly define the relationship between clients and Domini & Sign AG. They are subordinate to the special agreements between clients and Domini & Sign AG.

The following Terms and Conditions shall also apply (where applicable) to non-clients who are in business contact with Domini & Sign AG or would like to enter into such relationship. These Terms and Conditions can accordingly be found on the website of Domini & Sign AG, to which reference is expressly made.

The following General Terms and Conditions apply to all services, particularly advice, calculations, prices and other information, and are accepted in full by the client when signing the Mandate Agreement. These Terms and Conditions are considered to be accepted when use is made of the services offered by Domini & Sign AG. Conflicting General Terms and Conditions or those that diverge from these General Terms and Conditions of the clients or a third party shall not apply.

### 2. About Domini & Sign AG

Domini & Sign AG is entered in the official register as an unaffiliated agent (Agency No. 26,783). Domini & Sign AG is involved in the Financial Services Standards Association (SRO/VQF).

Domini & Sign AG provides financial services in Switzerland and is also only licensed in Switzerland. It does not advertise its services to persons outside Switzerland without being requested to do so, and does not recommend any particular financial investments without being requested to do so.

Domini & Sign AG does not have exclusivity or preference commitments in respect of one or more insurance companies, either as a distributor or as unaffiliated agent. The investment and pension solutions that it offers are reviewed regularly to ensure that they are competitive. Domini & Sign AG may, at its discretion, cease to offer its existing investment and pension solutions without prior announcement. Clients and interested parties will be provided with information about the partner firms of Domini & Sign AG upon request.

### 3. Contact

If contact is taken up (online, by e-mail, using a form, by phone, in writing, by fax or using any other method of communication), Domini & Sign AG is entitled (until written revocation is received) to contact the person making the enquiry by phone and/or by the method that the enquirer had used, and to send information material to such person.

#### **4. Right of disposal**

The signature arrangements or representation authorisation communicated to Domini & Sign AG in writing shall apply exclusively to Domini & Sign AG, and up until Domini & Sign AG is sent written notification of revocation, irrespective of commercial register entries or publications to the contrary. The signature arrangements or representation authorisations communicated to Domini & Sign AG shall not cease upon death or loss of legal capacity.

#### **5. Verification of signature and identity**

Domini & Sign AG is committed to verifying the identity of clients, their representatives and other persons as appropriate to the circumstances. Any damage or loss arising from failure to detect deficiencies in the proof of identity or failure to detect forgeries shall be borne by the client, provided Domini & Sign AG had exercised due care. The client agrees to provide all the documentation and information required by Domini & Sign AG to comply with these duties of care, without delay and without being requested to do so.

#### **6. Legal incapacity**

The client is responsible for any and all losses resulting from legal incapacity in relation to himself or third parties, unless Domini & Sign AG should be known about it through written notification to Domini & Sign AG by third parties.

#### **7. Transmission errors**

Losses or damage resulting from the use of mail, fax, telephone, e-mail or other methods of communication or transportation, especially arising from loss, delay, misunderstanding, distortion or duplication, shall be borne by the client, unless Domini & Sign AG is guilty of gross fault.

#### **8. Notifications to Domini & Sign AG**

Notifications from Domini & Sign AG are deemed to have been delivered if they have been sent to the client's last known address. The date of dispatch shall be the date shown on the copies or mailing lists in Domini & Sign AG's possession. Mail that is held under a "poste restante" arrangement or retained by the bank, or is held by Domini & Sign AG on the basis of a relevant agreement, shall be considered to be delivered 14 days from the date indicated on the mail item.

#### **9. Client complaints and grievances**

Any complaints or grievances must be addressed directly to Domini & Sign AG. Any complaint by the client concerning the execution or non-execution of instructions of any kind, or complaints about billing or order processing as well as other notifications, must be lodged immediately upon the client receiving notice of the matter for complaint, at the latest within 30 calendar days. If a notification that is expected is not received, the client must nevertheless lodge his complaint as if he had received the notification by ordinary mail. Complaints lodged at a later date will not be accepted.

If correspondence is held by Domini & Sign AG on the basis of an agreement with the client, the time limit for complaints is 30 days from the date of the relevant notification. After this date the order, credit, debit and balance confirmations are deemed to be approved, and any complaint will not be accepted.

#### **10. Inadequate execution of orders and liability**

In the event of loss or damage resulting from the non-execution or inadequate execution of orders, Domini & Sign AG's liability shall be limited to the loss of interest, unless it had been specifically advised of the risk of more extensive loss or damage. It shall only accept liability if any loss or damage is attributable to gross negligence or wilful culpable acts or neglect on the part of Domini & Sign AG. Domini & Sign AG cannot be held liable for transmission errors and/or misunderstandings resulting from the client consultation. The client may inspect his documentation at any time and request corrections. Domini & Sign AG shall not accept any liability for information based on incomplete or incorrect details. All offers are subject to confirmation and are non-binding.

#### **11. Remuneration of third-party benefits to Domini & Sign AG**

Domini & Sign AG enters into a written Mandate Agreement with its clients concerning the fees that are payable and the terms of payment. If the fee charged by Domini & Sign AG is based on the time spent on providing the service, the rate applicable per unit of time shall be agreed by contract. Domini & Sign AG shall keep a record of the time spent on providing the service. By signing the relevant agreement, the client acknowledges this record as the basis for calculating the fee.

The client is aware that, in connection with its brokerage services, Domini & Sign AG, as a professional consulting firm, may also receive benefits from third parties, particularly financial institutions such as insurance companies, banks and asset management firms. These benefits are part of the appropriate remuneration for the services provided by Domini & Sign AG on behalf of clients. The client does not have any entitlement to these benefits or to offsetting against the amounts owed by him to Domini & Sign AG, notably fees. Further details are regulated in the agreements made between the client and Domini & Sign AG. Clients will be informed about the relevant benefits prior to concluding an agreement.

#### **12. Commitment of Domini & Sign AG by employees and agents**

Employees and agents of Domini & Sign AG may not issue any binding declarations whatsoever on behalf of Domini & Sign AG. Domini & Sign AG only enters into a commitment through joint signing by two persons.

#### **13. Outsourcing of business areas**

Domini & Sign AG may outsource particular business areas, in whole or in part, to service providers in Switzerland or in a member state of the European Economic Area. The respective service providers shall be bound by contract to comply with obligations to maintain secrecy.

#### **14. Cancellation of the business relationship**

Domini & Sign AG, as well as the client, may cancel existing business relationships with immediate effect, including in particular declining to execute orders that had already been issued. In this case the amounts payable to Domini & Sign AG are due immediately; written agreements to the contrary are not affected by this.

#### **15. Applicable law / severability clause**

All legal relationships between the client and Domini & Sign AG are subject to Swiss law. Should one or more provisions of these General Terms and Conditions be ineffective or void, this shall not affect the validity of the remaining provisions.

The void or ineffective provisions in these General Terms and Conditions shall be replaced by an effective provision in line with the spirit and purpose of these General Terms and Conditions.

#### **16. Place of performance and jurisdiction**

The place of performance, the place of enforcement for clients not resident in Switzerland and the place of jurisdiction for all proceedings arising from or in relation to the business relations between Domini & Sign AG and the client is Appenzell AI. Domini & Sign AG is entitled to bring suit against the client before the competent court at the client's residence or before any other competent court or at any other permissible place of enforcement.

#### **17. Changes to these General Terms and Conditions**

Domini & Sign AG may make changes to these General Terms and Conditions at any time. Any such changes shall be communicated to the client by post or in another suitable manner. The changes shall be considered approved if an objection is not lodged within a time limit of one month. Once the time limit has expired, the changes shall constitute content of the agreement between Domini & Sign AG and its clients.

Appenzell, 1 January 2020