

YAPEAL General Terms and Conditions (GTC)

In this document, male personal designations are representative of persons of all genders.

In case of doubt, the German language version of the YAPEAL GTC and other supplementary provisions of YAPEAL shall take precedence over translations into other languages.

SCOPE OF APPLICATION

These General Terms and Conditions (hereinafter "YAPEAL GTC") govern the relationship between Customers and/or Users of digital Frontends and YAPEAL AG, with registered office at Max-Högger-Strasse 6, 8048 Zurich, Switzerland ("YAPEAL"), which offers digital financial services.

The YAPEAL GTC consist of the four regulatory areas (A) GTC YAPEAL Customer Relationship, (B) GTC YAPEAL Frontends, (C) GTC YAPEAL Payment Card and (D) GTC YAPEAL Account, which apply in their current version as an integral part of the contract.

For individual products or services, there may be further contractual components (e.g. conditions, product descriptions, factsheets, information sheets, brochures, etc.). These also apply in their respective current version. The corresponding provisions shall apply as special agreements in addition to those in these GTC and shall always take precedence.

CHANGES

YAPEAL reserves the right to make changes to the products and YAPEAL Services offered at any time. YAPEAL can change these GTC and the basic other contractual components as well as the Privacy Policy at any time. Changes to the GTC and the basic components of the contract will be announced in advance in an appropriate manner with reference to the date of entry into force (if necessary by publication on the Internet or web Frontends or apps) and are deemed to have been approved without objection in accordance with Section A 3 Communication within 14 days of notification, but in any case with the next use of a YAPEAL Services. In the event of an objection, the Customer may no longer use the YAPEAL Services concerned.

(A) GTC YAPEAL CUSTOMER RELATIONSHIP

A 1. CONTENT AND DEFINITIONS

The "GTC YAPEAL Customer Relationship" serve to clearly regulate the business relationship between YAPEAL and its customer ("Customer") who uses services from YAPEAL (hereinafter "YAPEAL Services").

"Customers" of YAPEAL are legal or natural persons or partnerships or companies in formation as well as public corporations and institutions.

A 2. NOTIFICATION OBLIGATIONS

The Customer is obliged to provide all personal and legally and regulatory required information or changes relevant to the business relationship (in particular company name/name, first names, address, registered office/domicile, tax residency or tax status, nationality/ies, contact and correspondence details, as well as the revocation of powers of attorney granted, access and signature authorizations and the capacity to act of the Customer or its representative, etc.) immediately, completely and correctly and to provide corresponding evidence upon request by YAPEAL. This applies to the aforementioned information of the Customer himself or of third parties associated with the Customer (such as authorized agents and other representatives, beneficial owners, controlling owners, beneficiaries and, if applicable, other persons involved in the business relationship). If YAPEAL considers this to be necessary, in particular to comply with regulatory requirements, YAPEAL may also obtain or confirm this information directly from the persons involved and thus disclose the existence of a business relationship to the persons contacted.

The Customer generally fulfills the obligation to provide information in writing via the communication channels listed in Section A 3 Communication, unless YAPEAL also allows other communication channels or such channels have been agreed. The Customer is responsible and, upon request, proves that the third parties associated with him agree to the disclosure of their data to YAPEAL and their further processing and that they have been informed in advance about YAPEAL's Privacy Policy (yapeal.ch/en/privacy-policy).

The Customer shall bear any damage resulting from a breach of these notification obligations.

A 3. COMMUNICATION

The Customer acknowledges that Customer communication may take place via electronic channels (such as video and audio channels, mobile applications, push notifications, chat, e-mail, SMS or messages in the YAPEAL Frontends, etc.), post or telephone to the addresses and telephone numbers used, provided or known to YAPEAL. YAPEAL can expand or restrict the available communication channels and their applications.

The Customer is obliged to keep YAPEAL up to date with the contact details required by YAPEAL.

Messages from YAPEAL to the Customer are deemed to have been received when they have been made available to the Customer in the YAPEAL Frontends. The date of dispatch is the date of the log entry in the YAPEAL system, which was created when the message was sent to the Customer.

The Customer is obliged to **use the following communication channels:**

When accessing YAPEAL Frontends:

- Contacting Customer Support via YAPEAL Frontends (e.g. in-app chat)

If no access to YAPEAL Frontends:

- E-mail to Customer Support: support@yapeal.ch
- Post to YAPEAL AG, Max-Högger-Strasse 6, 8048 Zurich, Switzerland
- To an emergency telephone number provided by YAPEAL. YAPEAL will inform the Customer of the availability and contact details as appropriate.

The Customer must notify YAPEAL immediately if irregularities are detected on the Account, suspected fraud, theft or inability to act.

If the Customer does not transmit information and instructions to YAPEAL in a manner provided for in the GTC YAPEAL Customer Relationship, they shall be deemed not to have been received. YAPEAL does not have to process these on its own initiative or compare them with other information and instructions from the Customer.

YAPEAL can make legally relevant information available to the Customer by means of publication on the Internet (at www.yapeal.ch) or in the YAPEAL Frontends and fulfill legal information, clarification and disclosure obligations (e.g. on investor protection and transparency).

The Customer acknowledges that communication via electronic channels may entail increased risks (breach of bank client confidentiality and/or data protection, phishing, etc.). **The Customer is aware that data sent via e-mail is unencrypted and can therefore be read and/or manipulated by third parties. The Customer is aware that this medium is not suitable for confidential information. If an encrypted electronic or other form of confidential communication or the use of password protection is desired, the Customer must expressly inform YAPEAL of this.**

YAPEAL shall only bear the damage from faulty communication if YAPEAL has demonstrably violated the usual business care. Otherwise, YAPEAL rejects any liability for possible damages that may arise in this context.

A 4. LEGITIMACY CHECK

YAPEAL is obliged to check the legitimacy of the Customer and the authorized representatives with the care customary in the business. If this obligation is violated by YAPEAL, its employees or auxiliary persons, YAPEAL shall bear any direct damage incurred as a result.

The Customer must keep his documents relating to the business relationship with YAPEAL carefully. In particular, the Customer shall take all precautionary measures to prevent the risk of unauthorized access or misuse - also with regard to powers of representation. If the Customer has reason to fear that third parties may have knowledge of or control over his YAPEAL means of identification, he is obliged to change access features and methods (PIN for the YAPEAL Frontends and, if applicable, for the registered end devices) or to block the account / the device concerned and to inform YAPEAL immediately via the channel provided for this purpose in accordance with Section A 3 Communication. **The Customer bears all risks arising from the disclosure or misuse of his identification features / means of identification.** YAPEAL assumes no responsibility for the end devices used by the Customer, the technical access to YAPEAL Services and the software required for this. **Damage resulting from a breach of these duties of care shall be borne by the Customer.**

YAPEAL assumes no liability for any damage or other disadvantages resulting from the use of open networks (e.g. Internet, telephone network, etc.), transmission errors, technical defects, malfunctions, interruptions and delays (especially in processing), unlawful interference with the facilities of network and/or telecommunications operators (including overloading of these facilities), willful blocking of electronic access by third parties and unlawful interference with terminal equipment or software of the Customer, its representatives or authorized agents.

A 5. AUTHORIZATIONS/USER ACCESS

The authorized representative provisions disclosed to YAPEAL apply exclusively to YAPEAL and until revoked by YAPEAL, irrespective of any entries in the commercial register and publications to the contrary. The Customer is obliged to inform YAPEAL immediately of any changes to the authorized representative provisions or corresponding personal data of the authorized representatives.

YAPEAL checks the proxy provisions made known to it with the care customary in the industry. YAPEAL is not required to carry out any further legitimization checks. In particular, any person who legitimizes himself to YAPEAL with an authorized device (cell phone, etc.) and security features linked to the Account is considered to be

authorized to use YAPEAL Services. It is considered authorized to issue legally binding instructions to YAPEAL. YAPEAL may accept instructions and allow the person to dispose of the Customer's assets.

A 6. INCAPACITY TO ACT

The Customer or a legal representative of the Customer must inform YAPEAL immediately in writing of the loss of capacity to act. Otherwise, the Customer shall bear any damage resulting from the lack of capacity to act of himself or third parties, unless YAPEAL should have demonstrably recognized this defect with due diligence.

A 7. ASSESSMENTS

The Customer is obliged to make complaints in connection with the business relationship immediately, but at the latest within a period set by YAPEAL in the manner provided for in Section A 3 Communication.

Complaints regarding the execution of orders or other communications must be made immediately upon receipt, but within 30 days at the latest.

If the Customer expects documents or requested cards from YAPEAL but they do not arrive, he must notify YAPEAL immediately.

The Customer can view his account balances and transactions at any time in the YAPEAL Frontends and check their accuracy. Complaints about transactions must be made within 30 days of the transaction, complaints about notifications / account statements issued by YAPEAL must be made within 30 days of the notification.

If a complaint is not made within the period set by YAPEAL, the corresponding notifications (e.g. account statements) shall be deemed approved. The Customer shall bear the damage resulting from late complaints.

A 8. OVERDRAFT LIMITS AND EXECUTION OF ORDERS

If the Customer places orders that exceed his available credit balance, YAPEAL may determine at its own discretion whether and to what extent individual orders are executed.

If YAPEAL executes orders inadequately, not on time and this results in damage, YAPEAL is liable at most for the loss of interest. If there is a threat of further damage in individual cases, the Customer must inform YAPEAL of this risk in advance, otherwise he will bear this damage.

A 9. COMPLIANCE WITH LEGAL AND REGULATORY REQUIREMENTS

The Customer is responsible for complying with the legal and regulatory provisions applicable to him (e.g. the obligation to declare and pay taxes, reporting obligations). Upon request, the Customer is obliged to provide YAPEAL with all information and documents required to comply with the applicable legal and regulatory requirements or which are necessary for the proper conduct of business. YAPEAL reserves the right to obtain information relevant to the business relationship from third parties.

A 10. LIEN AND RIGHT OF SET-OFF

YAPEAL has a lien on all assets and account balances that YAPEAL holds on its own account or elsewhere for the account of the Customer and a right of set-off in respect of all existing and future claims of YAPEAL for all its claims arising from business transactions with the Customer, irrespective of maturity or currency or whether these claims are specifically secured.

YAPEAL's right of lien arises with the claim. YAPEAL may, at its discretion, realize the pledged goods while maintaining the right of lien, either by private sale or by forced sale, or pursue the Customer for seizure or bankruptcy as soon as the Customer is in default of payment. In the event of realization, YAPEAL is authorized to take action itself.

A 11. CONDITIONS, TAXES AND DUTIES

The agreed or usual conditions (fees including credit fees, commissions, expenses) and taxes will be credited or debited to the Customer immediately, monthly, quarterly, semi-annually or annually at YAPEAL's discretion.

If YAPEAL incurs extraordinary costs and expenses due to the termination of one or more products or the entire business relationship with YAPEAL by the Customer, these may be charged to the Customer by YAPEAL by means of a special fee, including reimbursement of all expenses.

The current conditions are based on the information in the YAPEAL Frontends lists and product information sheets, which YAPEAL communicates in accordance with Section A 3 Communication or individual agreements between the Customer and YAPEAL.

YAPEAL can adjust the conditions at any time, e.g. due to changes in market conditions, costs, as well as in the event of a reassessment of business risks. This is done by adjusting the information in the YAPEAL Frontends, lists and product information sheets.

The Customer will be informed in advance in an appropriate manner and may terminate the YAPEAL Services affected by the change in the event of an objection.

Changes or newly introduced conditions shall be deemed approved if the Customer does not terminate the affected product or YAPEAL Services within 14 days of notification - but in any case with the next use of a YAPEAL Service. In the event of an objection, the Customer may no longer use the affected YAPEAL Services.

Cancellation or withdrawal periods in accordance with special conditions or agreements remain reserved.

YAPEAL may demand reasonable compensation from the Customer for services provided by YAPEAL that are not included in the YAPEAL Frontends, a list or a product information sheet, but which are carried out on behalf of the Customer or in relation to the business relationship with the Customer (e.g. procedural and legal costs, regulatory investigations, third-party commissions and expenses, negative interest).

Taxes and duties which are levied on or by YAPEAL in connection with the business relationship with the Customer or which YAPEAL must withhold due to legal or state treaty obligations (e.g. withholding tax), as well as the costs and expenses incurred by YAPEAL, shall be borne by the Customer or may be transferred to the Customer.

A 12. COMPENSATION

YAPEAL may enter into collaboration agreements with product and service providers. On the basis of these agreements, YAPEAL may receive remuneration, (convenience) fees, commissions, (distribution) compensation and other benefits (hereinafter collectively referred to as "compensation"). Insofar as these compensations remunerate services which YAPEAL provides for third parties on the basis of independent contracts, i.e. they do not accrue to YAPEAL in fulfillment of contractual relationships with the Customers, only YAPEAL is entitled to such compensations.

If, on the other hand, YAPEAL receives compensation from a third party that is related to the YAPEAL Services provided to the Customer and to which the Customer would in principle be entitled, the Customer expressly waives his claim to surrender and to the forwarding of the compensation to him. If such compensation exists, detailed information will be published on the YAPEAL website. This includes, among other things, the basis, amount and further information on product-specific sales compensation and any resulting conflicts of interest.

This information in its current form constitutes an integral part of these GTC YAPEAL Customer Relationship.

YAPEAL tries to avoid conflicts of interest within the scope of its YAPEAL Services. If this is not possible, YAPEAL ensures that the Customer's interests are protected by disclosing any conflict of interest.

A 13. FOREIGN CURRENCIES

Amounts in foreign currencies are credited or debited in Swiss francs (CHF) unless the Customer has an account in the foreign currency in question.

If the Customer does not have an account in the corresponding foreign currency or if the balance of this account is too low, the amount can be debited or credited to the standard account.

If the debit or credit requires a conversion to or from the account currency, the current foreign exchange buying or selling rate on the day the corresponding transfer is processed shall be used as a basis. Any exchange rate risks (exchange rate gains or losses, e.g. in the event of a return transfer) shall be borne by the Customer.

A 14. WORKDAYS

In business transactions with YAPEAL, Saturdays, Sundays and legally recognized public holidays are not considered working days.

A 15. CONFIDENTIALITY AND DATA PROTECTION

YAPEAL, its bodies, employees and agents are obliged to maintain confidentiality of information concerning the business relationship with the Customer due to data protection and bank client confidentiality regulations and other legal requirements. **The Customer hereby explicitly releases YAPEAL, its bodies, employees and agents from confidentiality obligations - including for the period after the termination of the business relationship with the Customer - in the following cases and expressly consents to the corresponding processing of its customer data:**

For the fulfillment of contracts, execution of transactions and services, in particular

- to fulfill the obligations of YAPEAL and in connection with domestic and cross-border transactions and other YAPEAL Services, which YAPEAL may provide for the Customer with the involvement of third parties (including outsourcing) (such as registration, address verification, physical or digital mailing including any letter printing by third parties, creation and verification of digital signatures, processing of payment transactions and other YAPEAL Services), in particular if these have a foreign connection. In order for YAPEAL to be able to provide such transactions or services, the Customer acknowledges that YAPEAL must disclose the data required for the transaction to third parties in Switzerland and abroad who are involved in these transactions and other YAPEAL Services;
- for investigations in connection with dormant assets;

- as part of the inheritance settlement in the event of the Customer's death, in that the Customer, in addition to his heirs, also grants third parties associated with him a right to information under contract law;
- for inquiries in connection with transactions to an Account with YAPEAL or another financial service provider;

To comply with legal or regulatory obligations, in particular

- Requirements for compliance reasons (e.g. reporting obligations, management of market risks, operational risks including IT risks and general crime prevention, including the avoidance of money laundering risks and reputational risks);
- in the fulfillment of reporting obligations to Swiss authorities;
- for credit checks and investigations by YAPEAL with credit information agencies and authorities;

To safeguard YAPEAL's legitimate interests or in the context of outsourcing, in particular

- in the event of legal disputes at home and abroad and/or threatened or initiated proceedings against YAPEAL (also as a third party) or notifications to authorities at home and abroad by the Customer or other parties involved in the business relationship or assets, such as beneficial owners;
- to secure or enforce claims or other rights in Germany or abroad against the Customer and to realize securities (pledges) provided for the Customer;
- in the event of reputational risks and accusations made by the Customer and other parties involved in the business relationship or assets against YAPEAL in public, to the media or to authorities.
- in the event of debt collection proceedings at home or abroad against the Customer;
- to protect YAPEAL, the Customer and third parties associated with the Customer in the event of suspected abusive or fraudulent activities or in the event of data breaches and cybercrime at home and abroad;
- in the event of requests from foreign authorities to comply with disclosure or reporting obligations or for compliance reasons under foreign law, in particular in the context of mutual legal assistance proceedings;
- to fulfill marketing purposes (personalized marketing and customer advice aimed at the Customer, market research, development of products and YAPEAL Services), unless the Customer objects to this.

The Customer acknowledges that in the aforementioned cases, in particular for the purpose of contract fulfillment, execution of transactions and YAPEAL Services, YAPEAL may also transfer data of the Customer and third parties associated with him to recipients abroad. The Customer acknowledges that in the case of data processing abroad, foreign law is applicable and confidentiality is beyond the control of YAPEAL.

The Customer waives bank-client confidentiality insofar as customer data is transmitted via the Internet. This is open and accessible to everyone. Data content is encrypted in packets, but the recipient and sender may be identifiable. This makes it possible for a third party (e.g. the Customer's Internet provider) who obtains this information to draw conclusions about the relationship.

Furthermore, the Customer waives bank-client confidentiality insofar as its customer data is stored and processed both in Switzerland and abroad as part of outsourcing of business areas or services / YAPEAL Services.

The Customer acknowledges that in the cases mentioned, any resulting liability on the part of YAPEAL is excluded.

The principles governing the processing and use of personal data by YAPEAL can be found in YAPEAL's Privacy Policy (yapeal.ch/en/privacy-policy).

A 16. LIMITATIONS OF YAPEAL SERVICES, LIQUIDATION

In order to comply with or implement legal, regulatory or contractual provisions, international agreements or sanctions, YAPEAL's agreements with third parties, to exercise due business care or to ensure proper business conduct or for internal compliance or security reasons, YAPEAL may restrict or completely discontinue the use of YAPEAL Services at any time, restrict disposal options without giving reasons, report the business relationship to a competent authority or terminate it, as well as adjust conditions, charge additional expenses and/or take other appropriate measures with immediate effect, irrespective of supplementary regulations on individual YAPEAL Services not affected. In the event of death, YAPEAL may block Accounts of the deceased Customer. In these cases, YAPEAL's liability is excluded.

In the event of termination or if deposited assets can no longer be held by YAPEAL for legal, product-specific or other reasons, the Customer must inform YAPEAL upon request in the manner specified by YAPEAL where these assets are to be transferred.

If the Customer does not notify YAPEAL after a reasonable grace period set by YAPEAL (see also Section A 19. Contactlessness) where the assets and credit balances deposited by the Customer with YAPEAL are to be transferred due to the termination of the business relationship or restriction of YAPEAL Services, YAPEAL may deliver the assets without further notice or liquidate them.

YAPEAL may also deposit any proceeds and remaining credit balances of the Customer with discharging effect at the place designated by the judge or send them in the form of a check to the Customer's last known delivery address. Claims of the Customer are thereby deemed to have been fulfilled.

A 17. INVOLVEMENT OF THIRD PARTIES AND OUTSOURCING / ORDER DATA PROCESSING

YAPEAL may have individual YAPEAL Services provided in whole or in part by third parties (including their subcontractors) in Switzerland and abroad. This may primarily concern YAPEAL Services in connection with information technology, legal advice, accounting, payment transactions, monitoring and internal control, risk management, data management and storage.

In the context of outsourcing or joint processing, customer data may have to be transferred to external third parties and subcontractors, who in turn commission other service providers.

YAPEAL is obliged to carefully select, instruct and monitor third-party service providers. External service providers are contractually bound by corresponding confidentiality and data protection provisions (see also section A 15 Confidentiality and data protection).

A 18. CUSTOMER PROFILING AND MARKETING

The Customer agrees that YAPEAL may systematically store and process Customer data and data from third party sources for its own profiling purposes. These profiles are mainly used for product information and risk management purposes by YAPEAL and may also be used for market research and tailored marketing as well as for product optimization of YAPEAL Services to the Customer's needs. YAPEAL may also transfer this data to third parties for analysis in anonymized form. This applies to all data that the Customer enters during registration, for his use of the YAPEAL apps and for data that arises in connection with his orders. **The Customer can object to the creation and use of profiles by YAPEAL for marketing purposes at any time.**

Further provisions on data processing can be found in the Privacy Policy (yapeal.ch/en/privacy-policy).

A 19. CONTACTLESSNESS

YAPEAL is obliged to report contactless business relationships above a certain account volume to a central reporting office.

The Customer undertakes to take the necessary precautions to prevent the contactlessness of all existing business relationships between him and YAPEAL. He agrees to notify YAPEAL of any change of address or name (e.g. due to marriage) or company name within 14 days in accordance with Section A 3 Communication.

Costs incurred by YAPEAL as a result of no contact or no message may be charged to the Customer by YAPEAL by means of a special fee, including reimbursement of all expenses. The conditions and other charges as stated in the YAPEAL Frontends, lists and product information sheets remain valid even in the event of contactlessness.

The Swiss Bankers Association has issued a binding Narilo Guideline on contactlessness, which takes precedence over the GTC YAPEAL Customer Relationship as a special agreement in the event of a conflict (www.swissbanking.ch).

A 20. TERMINATION OF THE BUSINESS RELATIONSHIP

The Customer and YAPEAL may terminate business relationships at any time with immediate effect or at a later date, and/or YAPEAL may block access to YAPEAL Services at any time.

The Customer is not permitted to reclaim fees already paid.

YAPEAL will then close the affected customer accounts. Data that has not been saved may be lost upon termination.

YAPEAL may also declare credit balances due immediately at any time, unless they are subject to special agreements or termination provisions applicable to specific products.

The legal relationships established by this contract shall not expire in the event of the Customer's death, incapacity to act or bankruptcy.

A 21. LIMITATIONS OF LIABILITY / DUE DILIGENCE

YAPEAL excludes its liability to the extent permitted by law: YAPEAL's liability for its own conduct and for the conduct of its employees and auxiliary persons or vicarious agents is limited to intent or gross negligence. Any further liability is excluded.

In the event of gross negligence, liability is limited to the amount of typical and foreseeable damage. The Customer is not entitled to compensation for damages due to a defect existing at the time of conclusion of the contract or occurring later due to an event beyond the control of YAPEAL.

A 22. INDEMNIFICATION OF YAPEAL AND LIABILITY OF THE CUSTOMER

If the Customer uses YAPEAL Services and violates the rights of third parties, the Customer must pay for the claims— including any claims for damages—that these third parties make against YAPEAL.

The Customer is liable for any costs, including litigation costs, incurred by YAPEAL due to an infringement of third party rights by the Customer.

A 23. INTELLECTUAL PROPERTY

All intellectual property rights remain with YAPEAL or authorized third parties.

A 24. PARTIAL INVALIDITY

If any section of these GTC YAPEAL Customer Relationship or any other contract between YAPEAL and the Customer is unlawful or unenforceable, all other sections and parts of the contract shall continue to be valid.

A 25. APPLICABLE LAW AND JURISDICTION

All contractual relationships between the Customer and YAPEAL are subject exclusively to Swiss law, excluding the conflict of laws.

Place of performance, place of debt collection for Customers with foreign domicile/registered office and exclusive place of jurisdiction for all disputes is Zurich (Switzerland). YAPEAL also has the right to sue the Customer at the competent court of his domicile/registered office or at any other competent court, whereby Swiss law remains exclusively applicable.

The mandatory jurisdiction provisions of Swiss law remain reserved.

(B) GTC YAPEAL FRONTENDS

B 1. CONTENT AND DEFINITIONS

These terms and conditions (hereinafter "GTC YAPEAL Frontends") govern the use of digital frontends (hereinafter "YAPEAL Frontends") of YAPEAL by the Customer of YAPEAL or third parties who are not directly contracting parties of YAPEAL (such as persons authorized by the Customer) (hereinafter generally referred to as "Users") with regard to the registration for and use of YAPEAL Services.

"YAPEAL Frontends" refers to the user-visible interfaces (digital interfaces) of the YAPEAL Apps, YAPEAL Web Frontends or third-party portals approved by YAPEAL (access to YAPEAL Services via an API interface), via which Users can access the specific products and YAPEAL Services.

These provisions are valid for every User of the YAPEAL Frontends and everyone who registers with YAPEAL. In all other respects, the GTC YAPEAL Customer Relationship apply mutatis mutandis to the User of the YAPEAL Frontends.

B 2. REGISTRATION / USER ACCOUNT

Each User is assigned their own electronic User Account ("User Account"). The User Account of the User is permanently linked to one or more end devices (cell phone, etc.) of the Customer or their authorized representatives. The end device that a User uses to register for the first time is automatically linked to the User Account. Additional devices can be added after initial registration.

In order to register the User, it is necessary for the User to transmit personal data, e.g. the photograph of an identification document and associated data such as surname, first name(s), date of birth or a video recording to YAPEAL (hereinafter all together referred to as "Registration Data"). The User confirms the authenticity of the photographed documents and his entries. The User is aware that YAPEAL must report any intentional violation to the authorities, which may lead to criminal prosecution (Art. 251 of the Swiss Criminal Code, forgery of documents).

The User can represent himself in the YAPEAL Frontends with a photo of his choice (profile photo). The User is responsible for the content (images, files, etc.) that he/she transmits to YAPEAL, makes accessible to YAPEAL or third parties or distributes. **The User acknowledges that the corresponding use of this content must be legally permissible and in particular may not contain any content that violates or endangers the rights of YAPEAL or third parties, such as intellectual property rights, personal rights, provisions of the Unfair Competition Act (UWG), or that is punishable by law.** YAPEAL is not obliged to monitor the content made accessible. YAPEAL reserves the right to reject or change the content submitted by the User at any time without giving reasons. YAPEAL assumes no liability for damages and consequential damages due to unauthorized content or unlawful, improper (e.g. through unintentional disclosure of the User's identity), negligent or improper use of content.

The User agrees that YAPEAL collects, processes and uses personal data of the User in the context of registration and use of the YAPEAL Frontends in accordance with the applicable data protection regulations in accordance with the YAPEAL Privacy Policy. YAPEAL may use third-party services for the registration process. In this case, YAPEAL will inform the User of this in a suitable form.

The User acknowledges that the registration data transmitted to YAPEAL will continue to be stored for legal and operational reasons (e.g. for later login authentication) within the scope of the legal obligation to retain data, even

after the registration process, even if no user account or business relationship is opened or a contractual relationship with the User (Customer) is terminated at a later date

If the registration and/or access to YAPEAL Services takes place through a portal of a third party approved by YAPEAL (e.g. a cooperation partner of YAPEAL who offers access to YAPEAL Services via its portal), the User expressly agrees to a corresponding data exchange. The User acknowledges that in this case YAPEAL only provides the interface (API) from the third party portal to YAPEAL and the User Account and that the use of the third party portal is the sole responsibility of the User and the third party.

B 3. IDENTIFICATION AND LEGITIMACY CHECK

During the registration process, the User's identity is checked on the basis of the data entered and the data of his identification document. YAPEAL may terminate the registration process without giving reasons.

For authentication to use the YAPEAL Frontends and for the release of payments and other orders that change the monetary value, the User can choose between PIN entry (personal identification number) and biometric releases (such as fingerprint, facial recognition).

Any person who legitimizes himself to YAPEAL with the end devices and security features authorized by the User is considered by YAPEAL to be authorized to use YAPEAL Services. He is considered authorized to issue legally binding instructions to YAPEAL. YAPEAL may offer various login procedures, adapt/change these on an ongoing basis and allow third party means of identification and procedures for certain services.

B 4. DUTIES OF CARE AND LIABILITY OF THE USER

The User undertakes to keep the PIN that he sets during registration secret and to keep written notes inaccessible to other persons. This PIN should not be the same as the PIN for the activation of one of his end devices on which he has installed or uses the YAPEAL Frontends.

For security reasons, YAPEAL advises Users to secure their end devices on which they have installed or use the YAPEAL Frontends by PIN request and/or facial recognition or fingerprint.

The User is responsible for the end devices (cell phone, etc.) linked to their User Account. He is obliged to minimize the security risks of unauthorized access to his end device by taking appropriate protective measures. The User may only install YAPEAL Frontends on end devices that are assigned to him for operational purposes, for which he is registered or - in the case of a mobile end device - whose SIM card is in his name. The operating system must be kept up to date, i.e. the respective software updates and security corrections must be installed immediately and warnings must be observed. In addition, the usual protective measures must be taken and updated (such as use of an anti-virus program, installation of a firewall). YAPEAL assumes no responsibility for the User's end device, the technical access to YAPEAL Services and the software required for this.

Modifications to the operating system and the use of software from untrustworthy sources are further security risks and should be avoided.

If the User has reason to fear that third parties know or have access to his YAPEAL Frontends means of identification, he is obliged to **immediately change access features and methods (PIN for the YAPEAL Frontends and, if applicable, for the registered end devices) or to block the affected end device and inform YAPEAL immediately** (see GTC YAPEAL Customer Relationship).

If the User is unable to change the PIN or block the end device (e.g. due to the loss of the only registered end device), the User must inform YAPEAL immediately so that access can be blocked until the User has registered a new end device and set a new PIN. The channels provided for in the GTC YAPEAL Customer Relationship apply (Section A 3 Communication).

The User is responsible for all risks and is liable for any damage caused by misuse of their means of identification, authentication features and methods. This does not apply to damages that can be proven to have been caused by gross negligence on the part of YAPEAL.

If a User has deleted the YAPEAL Frontends required for authentication on all registered end devices, they will no longer be able to authenticate themselves. They will no longer be able to log in to their User Account until another end device is registered for their User Account.

If a Customer uses an active, paid YAPEAL Services, the Customer remains liable to pay even if no User can log in to the User Account.

B 5. ANNOUNCEMENTS AND COMMUNICATION

The User accepts that YAPEAL generally sends notifications as part of the registration and authentication process when accessing User Accounts via push messages and messages in the YAPEAL Frontends (in-app notification). In exceptional cases, notifications may also be sent by post, telephone, electronic channels (e.g. e-mail, SMS, mobile applications, push notifications and other electronic communication channels) and other means of transmission and transport to the contact details used or explicitly provided by the User to YAPEAL. The channels provided for in the GTC YAPEAL Customer Relationship apply (Section A 3 Communication).

B 6. DATA PROTECTION AND SECURITY ON THE INTERNET

The communication of data via User Account via the YAPEAL Frontends takes place via the Internet and thus via an open network accessible to all. YAPEAL uses technically advanced encryption mechanisms for data transmission, which generally make it impossible for unauthorized persons to view confidential data. However, it cannot be completely ruled out that transmitted data can nevertheless be viewed by unauthorized persons. Certain technical features of the connection setup (e.g. IP addresses) cannot be encrypted. With knowledge of this data, it is possible to localize the Internet connection used and the device used. This also applies to notifications via email, SMS, push notifications and the like. They are not transmitted in encrypted form. It is therefore possible that they may be viewed by unauthorized persons. By activating such notifications, the Customer acknowledges the increased risk of a breach of banking secrecy and/or data protection.

YAPEAL assumes no liability for any damage or other disadvantages resulting from the use of open networks (e.g. Internet, telephone network), transmission errors, technical defects, malfunctions, interruptions and delays (especially in processing), unlawful interference with the facilities of network and/or telecommunications operators (including overloading of these facilities), willful blocking of electronic access by third parties and unlawful interference with end devices or software used by the Customer.

B 7. USE OF YAPEAL FRONTENDS ABROAD

The Customer acknowledges that the use of YAPEAL Frontends abroad may violate provisions of foreign law. In addition, the Customer acknowledges that there may be import and export restrictions for encryption algorithms abroad, which he may violate by using the YAPEAL Frontends. When using the YAPEAL Frontends abroad, roaming charges may be incurred, which the Customer must bear in full. YAPEAL accepts no liability in such cases.

(C) GTC YAPEAL PAYMENT CARD

C 1. CONTENT AND DEFINITIONS

These terms and conditions (hereinafter "GTC YAPEAL Payment Card") apply to Customers or to the holder of one or more YAPEAL Payment Card(s) ("Cardholder") and govern the use and administration of the respective physical and digital YAPEAL Payment Card (hereinafter "YAPEAL Payment Card") as well as the associated YAPEAL Services including mobile payment solutions "Mobile Payment".

The term "payment card" is used below to describe both physical and digital cards that have the corresponding functions and/or features.

In addition to the Customer, the term "Cardholder" may also include persons in whose name the payment card is issued, such as an authorized representative or a person authorized to dispose of the Customer's assets.

"Mobile payment solutions" or "mobile payment" enable cashless and contactless payments with digital cards via the apps of device manufacturers or third-party providers.

C 2. POSSIBLE USES OF THE YAPEAL PAYMENT CARD

The YAPEAL Card Payment can be used for YAPEAL Services, in particular for the payment of goods and services in Switzerland and abroad at points of sale with a physical card or mobile payment as well as on the Internet and for cash withdrawals in Switzerland and abroad.

The respective provider of goods and services (hereinafter "Provider") decides conclusively whether to accept the YAPEAL Payment Card as a means of payment.

C 3. LINKING THE PAYMENT CARD TO AN ACCOUNT

The YAPEAL Payment Card is issued to a specific account of the Customer. The card is in the name of the account holder or a person specified by the account holder. The Customer is responsible for all cards issued to their Account.

The Cardholder can manage the card functionalities via a Card Management function in the YAPEAL Frontends.

C 4. CARD INSERT

C 4.1. Payments with the YAPEAL Payment Card

The YAPEAL Payment Card can be used at any time to withdraw cash in Switzerland and abroad and to pay for goods and services worldwide and on the Internet if the provider accepts this payment method.

Payments are possible up to the specified limits and in most cases must be authorized by PIN or code, facial recognition or fingerprint. Exceptions to this are small amounts (not at the discretion of YAPEAL) made by contactless payment.

The Cardholder may request an order slip (receipt) when withdrawing cash from most ATMs or when paying for goods and services from the provider. YAPEAL itself does not send order receipts or debit notes in paper form.

The use of the YAPEAL Payment Card by a Cardholder authorized to dispose of the Customer's assets is deemed to be authorized by the Customer.

The Cardholder must revoke or cancel standing authorizations for the payment of recurring services (e.g. subscriptions) directly with the provider.

If the Cardholder cancels or replaces the Card with any provider (such as online shops/e-wallets/apps and/or recurring services such as music/newspaper subscriptions, memberships, etc.) for which the Card is stored as a means of payment, the Cardholder must change or adjust the payment method themselves or cancel the Card.

The services offered by YAPEAL are generally geared towards card use in Switzerland. YAPEAL and its contractual partners commissioned with payment processing obtain knowledge of the corresponding transaction data that is carried out using the YAPEAL debit card.

C 4.2. Additional provisions for mobile payment

The digital YAPEAL Payment Card can be used for selected mobile payment solutions (mobile payment) via compatible end devices (cell phones, etc.). These allow authorized payment cards to be used via the apps of device manufacturers or third-party providers for contactless payment as well as for payment in online stores and in apps of providers. YAPEAL is free to decide which mobile payment solutions and which payment cards are supported. Which end devices are supported depends on the respective solution provider. The Customer is responsible for ensuring that compatible end devices are available that support the use of mobile payment.

The activation of a YAPEAL Payment Card for mobile payment requires that the terms of use of the respective provider and its data protection provisions are accepted. If a Cardholder authorized to dispose of the Customer's assets accepts the aforementioned provisions, the Customer shall be credited with this acceptance. The provider may adjust its offer and the applicable terms of use at any time at its own discretion and/or discontinue the mobile payment solution in whole or in part. There is no claim against YAPEAL for the functionality of such mobile payment solutions.

YAPEAL and the providers of corresponding mobile payment solutions are independent and autonomous controllers within the meaning of the Data Protection Act. YAPEAL and the provider process data in Switzerland or abroad for their own purposes in accordance with their applicable contractual provisions and Privacy Policies. YAPEAL has no influence on the data processing of the providers. Any claims regarding data processing by the provider must be addressed by the Customer or the Cardholder directly to the provider. The Customer acknowledges that when using the mobile payment solution, data is exchanged between the provider and YAPEAL and the corresponding card networks. The Cardholder releases YAPEAL, its bodies, employees and agents from their confidentiality obligations.

Actions taken by the Cardholder shall be deemed to have been taken by the Customer and shall be fully credited to the Cardholder as his own actions. The use of the YAPEAL Payment Card via the Customer's mobile devices or via the mobile devices of the Cardholder authorized to dispose of the Customer's assets corresponds to a normal card transaction and is deemed to have been authorized by the Customer.

C 5. CARD RENEWAL

The YAPEAL Payment Card is generally valid for three years from the date of issue. The expiration date can be seen in the YAPEAL Frontends.

The Customer or Cardholder must initiate the renewal in the YAPEAL Frontends before the card expires and will then receive a new card. Irrespective of this, the previous card remains valid until it expires.

C 6. BLOCKING AND TERMINATION

Both YAPEAL and the Customer may block or terminate a YAPEAL Payment Card at any time without giving reasons (see also Section C 9 Duty of care). Termination of the YAPEAL Payment Card may simultaneously result in the termination of the customer relationship, insofar as the use of a YAPEAL Payment Card is an integral part of the customer relationship.

If the YAPEAL Payment Card or the customer relationship is terminated, the affected YAPEAL Payment Cards must be destroyed so that no further orders can be executed. YAPEAL is entitled to debit the Account for the use of a YAPEAL Payment Card before the blocking or termination takes effect within the customary period. Even after termination, YAPEAL may debit the Customer's Account for all amounts that have become due from the use of a card prior to termination. In exceptional cases, a YAPEAL Payment Card may be accepted for payment even if it is blocked, if the provider does not request digital authorization or if there is a technical malfunction.

The Customer is not entitled to a refund of fees already paid.

C 7. WITHDRAWAL OF POWER OF ATTORNEY

If the Customer withdraws a Cardholder's authorization over the Account, he must demand the surrender of his physical YAPEAL Payment Cards and block his digital YAPEAL Payment Cards. If he fails to do so, YAPEAL must be informed immediately so that the Account or the YAPEAL Payment Card can be blocked. Until YAPEAL receives the corresponding notification, the risks arising from misuse of the card lie with the Customer.

C 8. CONDITIONS AND LIMITS

C 8.1. Terms and conditions

YAPEAL may charge fees for issuing the card, for authorization (making the card ready for use), for processing orders made with the YAPEAL Payment Card and for blocking the card.

Furthermore, YAPEAL may pass on fees that it has to pay to third parties for services to the Customer (e.g. cash withdrawals at ATMs with the YAPEAL Payment Card).

YAPEAL also announces the fees in an appropriate manner. A current overview of the fees found at www.yapeal.ch.

C 8.2. Limits and restrictions on use

The use of the YAPEAL Payment Card is limited to the amount of credit on the associated Account. YAPEAL may extend, restrict or cancel the possible uses of the YAPEAL Payment Card and the limits at any time. YAPEAL may offer the Customer or persons authorized by the Customer the opportunity to set and change limits or usage restrictions within the scope of the available functionality. The Customer assumes full responsibility for the limits and restrictions set by himself.

YAPEAL may debit the Customer for all amounts due from the use of the YAPEAL Payment Card, even if these are debited outside the defined limits and usage restrictions. YAPEAL assumes no liability for the effectiveness of the rules set by the Customer or the authorized party. In exceptional cases, debits may be made contrary to the defined rules, for example if the provider does not request digital authorization or if transaction details relevant to the rules are not transmitted correctly.

C 9. DUTIES OF CARE

The personal means of identification and security elements (such as PIN) must be kept secret. The Cardholder may not disclose them to any other person or make them accessible to others in any form. The YAPEAL Payment Card and notes on the associated security-relevant data and personal means of identification must be kept separately and protected from unauthorized access.

The selected personal identification means and security elements must not consist of easily identifiable combinations of numbers and letters (e.g. telephone number, date of birth, etc.).

Likewise, the Cardholder may not disclose the YAPEAL Payment Card or any data relating to the YAPEAL Payment Card, in particular the card number and check digit, to any other person. Means of identification and security elements must be changed immediately if there is reason to believe that another person knows them.

Two-step authentication is required by merchants for certain Internet transactions. In this case, the transactions must be confirmed during the payment process using an SMS code (one-time password) or via the YAPEAL Frontends. The Customer or the Cardholder is obliged to check the transactions to be confirmed for correctness. Unknown or incorrect transactions may not be confirmed and SMS codes for two-step authentication may not be passed on to third parties.

If the YAPEAL Payment Card is lost or stolen, or if the Customer or Cardholder notices irregularities, the YAPEAL Payment Card must be blocked immediately via the YAPEAL Frontends. If the Customer or Cardholder does not have access to the YAPEAL Frontends, they must inform YAPEAL immediately via the channel provided for this purpose (see GTC YAPEAL Customer Relationship).

The Customer undertakes to check the transactions via the YAPEAL Payment Card orders at least once a month and to report discrepancies to YAPEAL via the support functionality provided for this purpose in the YAPEAL Frontends. This applies in particular to orders that have been misused. If no damage report is made within 30 days, orders/transactions are deemed to be correct.

In the event of criminal acts, such as the misuse of a YAPEAL Payment Card, the Cardholder or Customer is obliged to report this to the police and to contribute to the clarification and reduction of the resulting damage.

C 9.1. Additional due diligence obligations when using mobile payment

The YAPEAL Payment Card may only be activated on mobile devices whose SIM card is in the name of the Cardholder or the Customer.

The activation of a YAPEAL Payment Card for mobile payment may require a two-step authentication via SMS code (one-time password) or via the YAPEAL Frontends. The Customer or the Cardholder is obliged to check the correctness of the activation to be confirmed. Unknown activations or activations not carried out by the customer may not be confirmed and SMS codes for two-step authentication may not be passed on to third parties.

The Cardholder must act in good faith and exercise due care when storing the YAPEAL Payment Cards and end devices activated for mobile payment. Under no circumstances may the Cardholder allow another person to use them. This includes protecting the end devices securely against access by third parties (depending on the device: secure PIN, biometric login, etc.). **The Customer bears the full risk and all consequences in connection with the use of Mobile Payment by unauthorized persons or for unauthorized purposes.**

If the Cardholder notices or suspects that the end device or the digital YAPEAL Payment Card has come into the possession or under the control of an unauthorized person (in particular in the event of loss or theft) or that unauthorized transactions have been made using it, the Cardholder is obliged to immediately change access features and methods and/or to have the mobile payment function blocked immediately via the respective provider and to inform YAPEAL via the channel provided for this purpose (see GTC YAPEAL Customer Relationship). Until YAPEAL actually receives this notification, the Customer shall continue to be liable to the extent permitted by law for any use of the YAPEAL Payment Card by unauthorized persons or for unauthorized purposes.

YAPEAL is not liable for loss or damage caused by viruses to the Customer's data, programs, compatible end devices or other devices or end devices authorized by the Customer as a result of the installation, commissioning and/or use of the YAPEAL Payment Card, the YAPEAL Services or the Mobile Payment payment function.

C 10. ACCOUNT BOOKING AND DEBIT RIGHT BY YAPEAL

Any use of the YAPEAL Payment Card, in particular the withdrawal of cash and any payment for goods and services with the YAPEAL Payment Card, is deemed to be an order legitimized by the Customer and may be debited by YAPEAL to the Customer's Account.

YAPEAL is entitled to debit the Customer's Account for all amounts and fees arising from the use of the YAPEAL Payment Card. This right also applies in the event of disputes between the Customer and third parties.

The Customer is generally liable for any misuse that occurs with physical and digital YAPEAL Payment Cards linked to their customer accounts.

C 11. ASSUMPTION OF LOSS IN CASE OF NO-FAULT

If the Customer and the Cardholder fully comply with their duty of care and are not otherwise at fault for the misuse of the YAPEAL Payment Card by third parties, YAPEAL will assume the direct losses incurred.

This does not include any consequential losses and losses covered by insurance. Damage caused by partners or persons who live in the same household as the Customer or Cardholder or who are directly related to the Customer or Cardholder is not covered.

By accepting the compensation, the Customer assigns the claim arising from the claim to YAPEAL.

C 12. DISCLAIMER

If the YAPEAL Payment Card cannot be used due to operational failures or technical malfunctions, the Customer cannot assert any claims for damages.

YAPEAL excludes its liability to the extent permitted by law: Liability for its own conduct as well as for the conduct of its employees and auxiliary persons or vicarious agents is limited to intent or gross negligence.

In the event of gross negligence, liability is limited to the amount of typical and foreseeable damage. The Customer is not entitled to compensation for damages due to a defect existing at the time of conclusion of the contract or occurring later due to an event beyond YAPEAL's control.

The Customer must accept all actions of authorized persons (Cardholders or persons authorized for Card administration) as their own actions. The use and administration of the YAPEAL Payment Card by persons authorized by the Customer (such as card administrators, cardholders) are deemed to be authorized by the Customer. YAPEAL's liability is excluded to the extent permitted by law.

(D) GTC YAPEAL ACCOUNT

D 1. CONTENT AND DEFINITIONS

The "GTC YAPEAL Account" govern the use and management of the YAPEAL current account ("Account") with the assets contained therein, their storage and booking as well as the associated YAPEAL Services. The conditions apply mutatis mutandis to capital deposit accounts

D 2. CUSTOMIZABLE IBAN NUMBER

The account is assigned a customizable IBAN number (International Bank Account Number). The Customer must specify this when opening the Account. This number can contain a combination of letters and numbers defined by the Customer.

YAPEAL assumes no liability for damages, consequential damages and other disadvantages resulting from the determination or use of this IBAN number (e.g. disclosure of the Customer's name, provocative or criminal expressions, etc.). YAPEAL reserves the right to reject or change the IBAN number chosen by the Customer at any time without giving reasons.

D 3. CONDITIONS FOR OPENING AN ACCOUNT FOR PRIVATE USE

The Customer may open an Account for private use. The account for private use may not be used for business purposes.

The Customer must be at least 18 years of age when the account is opened (subject to supplementary provisions of the "GTC YAPINI"). When opening the Account, the Customer must confirm that he/she is the sole beneficial owner of the credit balance in the Account. The Customer may not authorize any third parties and may not carry out any transactions that could call the beneficial ownership into question.

Due to the global standard for the automatic exchange of information (AEOI) in tax matters, as well as the Foreign Account Tax Compliance Act (FATCA), YAPEAL is obliged to document the tax residency of its Customers. YAPEAL does not conduct business relationships with persons who are considered "US persons". When opening an account, the Customer will be asked to provide a self-declaration of tax residency. The Customer must confirm via the YAPEAL Frontends that he is not subject to US tax (not a US person). The Customer is obliged to inform YAPEAL immediately of any changes to his US status or tax status. In the event of a reporting obligation on the part of YAPEAL, the Customer undertakes to sign the necessary declaration of consent for reporting, even after any termination of the business relationship.

In principle, YAPEAL only opens an Account for Customers domiciled in Switzerland. When opening an account, the Customer must confirm that they are only liable for tax in Switzerland.

In certain countries, YAPEAL can also offer its products and services across borders to private individuals residing outside Switzerland. However, this is done exclusively within the framework of the passive freedom to provide services on a strictly passive and non-promotional basis, and only at the express and documented request of the Customer (reverse solicitation). The decision on such an offer is at the sole discretion of YAPEAL. This regulation also applies in the event of a change of domicile of the Customer from Switzerland to abroad.

The Customer acknowledges that YAPEAL, as a reporting institution under AEOI, is obliged to report tax-relevant information of its reportable customers to the Swiss Federal Tax Administration on an annual basis, which then forwards this information to the national tax authorities in the respective partner country.

D 4. CONDITIONS FOR OPENING AN ACCOUNT FOR BUSINESS USE

Accounts for business customers may only be used for business purposes and are not intended for private use (e.g. for making or receiving private payments).

YAPEAL accepts as business customers operationally active legal entities (companies), partnerships or sole proprietorships domiciled in Switzerland and entered in the commercial register, or corporations or public authorities. Depending on the organizational form, YAPEAL reserves the right to adjust the requirements for the necessary declarations listed below.

YAPEAL does not open accounts for trusts, domiciliary companies, special purpose vehicles (SPV) or non-operational foundations, non-profit organizations or associations not entered in the commercial register. Business relationships with Customers who carry out prohibited business activities or are declared insolvent or are in liquidation or a similar event occurs are excluded.

The Customer must declare any activity in one of the following sensitive sectors when opening the account and in the event of adjustments during the course of the business relationship without being requested to do so:

- Trade in rough gemstones or processing of precious metals and gemstones (e.g. trade in diamonds, gold, etc.);
- Trading in or activities in connection with virtual currencies or digital assets;
- Exchange offices, unregulated money changers or gambling;
- Offers in the field of adult entertainment and pornography including escort services;

- Activities in the military industry (e.g. trade in weapons or armaments);
- Real estate or art trading (purchase and sale of own or third-party real estate and works of art such as paintings, sculptures, etc.)
- Church and other religious organizations (e.g. churches, mosques, temples);
- Trade in raw materials (e.g. fuels/crude oil, sugar, cotton, oilseeds, coffee or grain).

YAPEAL generally does not offer an Account if the Customer is active in one of these sensitive industries or if it is another business activity that, in YAPEAL's sole discretion, involves cash-like transactions or is outside YAPEAL's risk appetite.

When opening an account, the Customer must declare the beneficial owners (controlling persons). These persons are identified via the YAPEAL Frontends. YAPEAL does not maintain business relationships with Customers who declare US persons as beneficial owners. Due to the global standard for the automatic exchange of information (AEOI) in tax matters and the Foreign Account Tax Compliance Act (FATCA), YAPEAL is obliged to document the tax residency of its customers. When opening an account, the Customer will be asked to provide a self-declaration of tax residency. The Customer must confirm his tax status as NFFE under FATCA and as NFE under AEOI in the YAPEAL Frontends. If this is not possible, he must provide proof that he has no US persons as beneficial owners. The Customer acknowledges that YAPEAL, as a reporting institution under AEOI, is obliged to report tax-relevant information of its reportable customers to the Swiss Federal Tax Administration on an annual basis, which will then forward this information to the national tax authorities in the respective partner country.

The persons opening the Account for the Customer confirm that they have full authority to enter into this account relationship and fulfill the obligations associated with it and that they will provide YAPEAL with all information required by YAPEAL during the Account opening process.

The Customer may authorize persons of legal age to act on his behalf ("Authorized Persons"). The possible different levels of authorization are shown below in categories and relate to activities in the context of opening an account and/or in the course of the account relationship:

- Signatory (authorized representative): Person authorized to sign and represent the Customer. This person can make legally binding declarations of intent and declarations on behalf of the Customer within the scope of their signing and representation rights, if necessary together with other authorized signatories, appoint additional signatories, appoint one or more members or administrators for the account relationship;
- Member (Authorized User): Person who is authorized to view payments and/or enter payments on one or more Accounts and/or execute payments on behalf of the Customer;
- Admin (member with full account access): Person who is authorized to fully dispose of one or more of the Customer's Accounts. They can appoint other members, but cannot add an admin. They can make legally binding declarations of intent and declarations relevant to the business relationship on behalf of the Customer with regard to the account relationship;
- Card admin: Member with additional authorization for card administration or management of one or more of the Customer's card programs;
- Cardholder: Person who is authorized to use the Customer's YAPEAL Payment Card.

YAPEAL will treat instructions from authorized persons acting within the scope of their authority as if the Customer had given the instructions himself. It is the Customer's responsibility to revoke or impose restrictions on an authorized person's authority. The Customer is obliged to inform YAPEAL immediately of any changes to the authorization provisions or corresponding personal data of the authorized persons.

D 5. ACCOUNT OPENING

Accounts are opened digitally via the YAPEAL Frontends in accordance with the requirements of FINMA Circular "2016/7 Video and Online Identification".

YAPEAL is obliged by law to comply with due diligence obligations when identifying the contractual partner and determining the beneficial ownership of the assets as well as the control holder and to collect and process the Customer's personal data for this purpose. The Customer agrees that the registration data collected during the registration process may be stored and processed by YAPEAL and any third-party providers involved in the identification of the contracting party, the necessary determination of the beneficial ownership or the control holder and corresponding verifications. YAPEAL may use the services of third-party providers for the registration process.

When opening an Account, the Customer acknowledges that there is no deposit protection for the credit balance on the YAPEAL Account in accordance with Section 13 of the Federal Law on Banks and Savings Banks and that the business model and the services and technologies of YAPEAL are subject to special risks.

D 6. ASSETS

The Customer's assets booked in the account are held segregated from YAPEAL's own assets in accounts with the Swiss National Bank (SNB) or other third-party banks. YAPEAL is prohibited from carrying out asset or maturity transformation transactions with the Customer's assets.

The Account or the Customer's assets held therein are only accessible via the YAPEAL Frontends.

Only currencies (funds) can be held as assets in the Account. These may be held in Swiss francs (CHF) and/or other currencies offered by YAPEAL in accordance with the separate list.

YAPEAL may refuse to accept assets without giving reasons or transfer certain assets to another account of the Customer. This may be necessary for regulatory or legal reasons, among others.

YAPEAL is not entitled to pay interest on customer credit balances. If the Swiss National Bank's key interest rate is negative, YAPEAL may charge a credit balance fee.

D 7. REPORTING AND NOTIFICATION OBLIGATIONS

The Customer must disclose (report) assets and legally significant changes to the authorities or market participants for which this information is relevant in accordance with applicable law.

YAPEAL does not have to inform the Customer of these obligations.

The Customer shall declare all taxable values in all states and to all organizations/authorities for which the Customer has a tax liability.

YAPEAL cannot be held liable for any omission by the Customer.

D 8. EXECUTION OF ORDERS AND INSTRUCTIONS

The Customer acknowledges that the processing of his orders and instructions may not take place immediately after entry or around the clock. This may depend, among other things, on the trading days/trading hours of the relevant payment system or the public holiday regulations and the working hours/processing times of the processing center concerned.

The Customer further acknowledges that orders will only be executed if he makes any order confirmation required by YAPEAL for security reasons, this is received by YAPEAL and can be processed accordingly.

YAPEAL assumes no liability for orders and/or instructions that are not executed on time and for damages (in particular due to price losses), provided that YAPEAL has exercised due diligence.

D 9. PAYMENT TRANSACTIONS

The Customer must be authorized to dispose of the Account to be debited. In addition, there must be no prohibitions or restrictions on disposal, in particular no statutory or regulatory provisions and no official orders that exclude or restrict the right of disposal.

The Account to be debited must have a credit balance of at least the amount of the payment order to be executed.

Payment orders may only be entered and executed via YAPEAL Frontends by authorized persons who have legitimized themselves with the specified security features. YAPEAL assumes no liability for damages and consequential damages if the Customer issues payment orders via an API interface that are executed without additional validation in the YAPEAL Frontends.

Payment orders must contain at least the following information:

- The IBAN of the Account to be debited;
- Surname and first name or company name incl. address of the holder of the Account to be debited;
- The amount to be transferred and the currency;
- The IBAN of the payee;
- The surname and first name or the company including the address of the payee.

Currency conversions are carried out for each payment transaction at the current exchange rate at the time the payment order is processed by YAPEAL. Any exchange rate gains and losses (e.g. in the case of a return transfer) shall be in favor of or at the expense of the Customer.

Payment orders in accordance with the SEPA payment transaction standards (Single Euro Payments Area) can only be executed if all of the following requirements are also met:

- The currency of the payment order is in euros;
- The payee's financial institution participates in SEPA;
- Sharing of costs, i.e. the payee and the payer each bear the costs incurred by their own financial institution;
- No special instructions are given;
- The maximum amount limit has not been exceeded.

The Customer acknowledges that payment transaction data transmitted abroad is not protected by Swiss law. Foreign laws and regulations may provide for this data to be passed on to authorities or other third parties. In order to comply with domestic and foreign laws and regulations and in the event of general orders (embargoes, sanctions), YAPEAL may restrict the offer of services and products to the Customer in whole or in part. In such a case, YAPEAL has the right to refuse in particular the execution of payment transactions or card transactions.

Incoming payments must contain correct recipient details. Payments will only be credited if the IBAN or account number stated in the transfer is correct. If the recipient details do not or only partially match the account information, the payment may be rejected without notification to the sender bank.

In the event of erroneous or incorrect bookings by YAPEAL, YAPEAL has the right to cancel these bookings at any time without consulting the Customer (cancellation bookings).

YAPEAL determines at its own discretion the routing, i.e. the parties involved in the transfer, in particular intermediary financial institutions or may also instruct other financial institutions to provide the connection to international payment systems for YAPEAL.

Instant payments can only be executed if YAPEAL and the payee's financial institution support instant payments.

D 10. NOTICES AND DOCUMENTS

Notifications and documents relating to the Customer's Account (in particular account statements/transactions, order confirmations) are made available to the Customer electronically in the YAPEAL Frontends and in some cases transmitted as push messages in the YAPEAL apps. There is no postal delivery of documents.

YAPEAL communicates with the Customer in accordance with the GTC YAPEAL Customer Relationship.

The notifications and receipts transmitted in this way shall be deemed to have been delivered to the Customer at the time at which they can be accessed by the Customer in his User Account in the YAPEAL Frontends. Any deadlines associated with these notifications and receipts begin to run from this point in time.

The Customer hereby expressly acknowledges that YAPEAL has fulfilled its notification and accountability obligations to the Customer by electronically delivering the notifications and receipts to the Customer's User Account in the YAPEAL Frontends.

Complaints must be made in accordance with the GTC YAPEAL Customer Relationship.

D 11. COMPENSATION NEGATIVE BALANCE

A negative balance on the Account (e.g. if there is an insufficient balance when fees are debited) is not permitted and must be covered by the Customer immediately.

D 12. DUTY OF CARE AND EXCLUSION OF LIABILITY

YAPEAL recognizes and manages assets with the care customary in the business.

YAPEAL is not responsible for the timeliness, accuracy and/or completeness of transaction data enrichments in the YAPEAL Frontends that are used by third parties to inform the Customer (e.g. foreign exchange rate, company images in the order overview).

This does not apply to data that YAPEAL provides in connection with orders or other value-changing actions by YAPEAL.

The communication of data via User Account via YAPEAL Frontends takes place via the Internet. **YAPEAL assumes no liability for any damage or other disadvantages resulting from the use of open networks (e.g. Internet, telephone network), transmission errors, technical defects, malfunctions, interruptions and delays (especially in processing), unlawful interference with the facilities of network and/or telecommunications operators (including overloading of these facilities), willful blocking of electronic access by third parties and unlawful interference with end devices or software used by the Customer.**

If YAPEAL detects security risks in and during the use of the YAPEAL Frontends and the user account, YAPEAL may interrupt all or part of the YAPEAL Services to protect the Customer until the risks have been eliminated. YAPEAL assumes no liability for any damages (including consequential damages) resulting from such an interruption.

Likewise, YAPEAL assumes no liability for damages and consequential damages of the Customer if contractual obligations cannot be fulfilled due to the unavailability of the YAPEAL Frontends.