

TERMS AND CONDITIONS OF FINAX

SPECIAL CONDITIONS FOR PORTFOLIO MANAGEMENT SERVICES

Introduction

1. Finax, o.c.p., a.s., Zweigniederlassung, Friedrich-Ebert-Anlage 56, 60325 Frankfurt am Main, Registered with the Local Court of Frankfurt am Main under the Number HRB 136593, is a branch of Finax, o.c.p., a.s., Bajkalská 19B, 821 01 Bratislava, Slovakia, Company ID: 51 306 727, registered by: Municipal Court in Bratislava III, Section: Sa, file no.: 6713/B (further referred to as "**Finax**"). Finax is supervised as an investment firm by the National Bank of Slovakia and as regards branch activities by the Bundesanstalt für Finanzdienstleistungsaufsicht. Finax provides portfolio management services to customers ("**Customers**", "**you**"). The Customer accepts the following Special Conditions for Portfolio Management Services.
2. The Special Conditions for Portfolio Management Services include specific provisions on the portfolio management services provided by Finax. They are important so please read them carefully and ensure that you properly understand them prior to using our Services. If you have any questions please contact us for further information. These Terms are provided to the Customer in the UnitPlus mobile/web application (the "App"). By accepting these Terms, the Customer makes an offer to enter into a contract. Your acceptance as a Customer is dependent on a completed and successful money laundering check.
3. These Terms together with (i) the information you provide to us in writing via our Website, Applications or otherwise, including information regarding your financial circumstances, financial knowledge and investment experience, attitude to risk and investment objectives ("Account"), (ii) our Cookie Policy and (iii) our Privacy Policy constitute the asset management agreement ("**Agreement**") which governs Finax's provision of asset management services ("Services") to you.

Commencement

1. By submitting your data on the application form, you make an offer to conclude the Agreement. Finax may decide in its sole discretion to accept or decline such an offer.

2. For reasons beyond our control (e.g. your bank, location, method of payment etc.) it may take a few days for your money to reach us. So don't worry if there's a delay! We'll confirm receipt of your money via email and via an in-app notification.
3. We do not provide investment advice. We will use our discretion to make investments on your behalf by acting on the information you have provided or will provide to us from time to time.
4. By entering this Agreement you acknowledge that there are risks associated with investing, and that you accept those risks. Below we have listed some of the most common risks associated with our proposition. This is not a comprehensive list of all the risks to which investors might be exposed – there may be others that exist now, or which may arise in future.
 1. Past performance is not an indicator of future performance;
 2. The value of investments may go down as well as up;
 3. You are not certain to make a profit;
 4. You may make a loss;
 5. You may lose your entire investment;
 6. The price or value of investments may fluctuate significantly; and
 7. Any income distributions may fluctuate significantly.

Eligibility

1. We offer our Services to residents in Germany, provided they are not also tax residents in the United States of America.
2. To open an Account with us, you must be a natural person over 18 and a named holder of a payment account held at a licensed credit institution ("Bank Account").

Our Services

Under these Terms, we will provide you with one or both of the following services:

1. Discretionary portfolio management;
2. Trade execution.

Discretionary Portfolio Management

1. We will manage your portfolio(s) ("Portfolio(s)") in accordance with the initially chosen investment strategy.
2. You assign us to enter into any type of arrangement or transaction on your behalf and to invest funds or financial instruments ("**Assets**") held in your Investment Account in any investment, and we may do so in any currency and on any market. The Customer authorizes Finax to represent the Customer when managing the Customer's portfolio unless the Customer revokes such authorization ("**Power of Attorney**"). We reserve the right to exercise our discretion when deciding on or altering your asset allocation and/or instrument selection, and you acknowledge that we may make common investment decisions, which apply to a number of client Portfolios, including yours.
3. The Portfolio Management includes inter alia:
 - Buy or sell financial instruments (within the meaning of Sec. 2 Para. 5 of the German Investment Firm Institution Act (*Wertpapierinstitutsgesetz – WpIG*);
 - exercise rights deriving from financial instruments held in the Investment account; and
 - make any further appropriate acts required to fulfil the purpose of the assignment by the Customer.
4. When we introduce such a possibility and you have more than one active Portfolio we will allocate the transfers based on your instructions.

Trade Execution

1. Finax executes securities transactions in accordance with its Execution Policy as applicable from time to time. The Execution Policy is an integral part of the Special Conditions. Finax shall be entitled to amend the Execution Policy in accordance with the regulatory requirements. Finax shall inform the customer of any changes to the Execution Policy.
2. The base currency of your Portfolio will be EUR.
3. We invest primarily in Exchange Traded Products ("ETPs") such as Exchange Traded Funds ("ETFs"), Exchange Traded Notes ("ETNs"), Equities, Bonds and Money Market Funds.
4. We will invest in ETPs that have the same base currency as the currency you have selected for your Portfolio (i.e. GBP, EUR or USD). However, it is important to note that although the instruments' base currency will match the currency you have

selected for your Portfolio, the underlying securities held by the ETP could be in any region, country or currency.

Personal Information

1. For the purposes of the General Data Protection Regulation, (Regulation (EU) 2016/679) ("GDPR"), the data controller is Finax. We are committed to protecting and respecting your privacy. For a detailed view of our practices and how we achieve compliance with data protection laws and regulations please read our privacy policy (available on our [Website](#)) applying at the relevant time when your information is being collected ("Privacy Policy") and which is incorporated into this Agreement by reference.
2. Consistent with Anti-Money Laundering Regulations and to provide you with services, we collect, use, share and store certain information about you including personal information. We may use this information in order to carry out electronic searches on private and public databases. We will keep records of any information we obtain.
3. We make every effort to protect the privacy of your personal information. Other than as set out elsewhere in this Agreement or required under any law, rule or regulation and in accordance with our Privacy Policy, we will not disclose, sell or transfer your personal information to any third party.
4. You authorize us to use your personal information to provide our services to you in accordance with our Privacy Policy. We will record your personal information in a form that permits your identification for ten (10) years after the end of Agreement and, in certain cases (for example, regulatory requirements), we may store your personal data for a longer period. We will not store your personal data for longer than is required by law. Your personal information may be processed by or transferred or disclosed to and/or by us, our suppliers, subcontractors and third parties (such as to Stock Exchanges, your financial advisor (if any) or regulators).
5. In some instances, we may require you to provide us with additional information and/or documents. You agree to provide us with such information and/or documents within a reasonable period of time. You agree that, if you do not provide us with the information/documents that we request from you, we may suspend your Account or take any other action against you in respect of your Account as necessary for us to further our legitimate business purpose or comply with any relevant law, rule or regulation.
6. We only use cookies in accordance with our Use of Cookies policy, which is incorporated into this Agreement by reference.

7. We may transfer your personal information outside of the European Economic Area ("EEA") only in accordance with our Privacy Policy.
8. We may use your personal information to provide you with an improved user experience and/or further information and/or marketing materials. You have the right to ask us not to process your personal data for marketing purposes and you may exercise this right at any time by amending your preferences in your Account via the Website or Applications or by notifying us directly.
9. You can request copies of your personal information that we hold or that are held by any of the service provider we work with by communicating with us directly. We may charge a fee for providing you with this information, as permitted by the relevant jurisdiction's law and regulation. Our current fee is published in the section Fees and Charges of this Agreement.
10. You agree to ensure that the personal information we hold on you is up to date and accurate. For further details in respect of our reasons and procedures for collecting, using, sharing and storing your personal information, please review our Privacy Policy.

‘Retail Client’ Status

1. We will provide our services on the basis that you are a Retail Client as defined in the Directive 2014/65/EU on markets in financial instruments ("MiFID II"). This means that you are entitled to the protections provided for Retail Clients under the MiFID II rules and under relevant national legislation. If you would like further information on the nature of these protections, please contact us.

Communication

1. We may communicate with you from time to time including by telephone, email, app notification or by "text" /SMS message. All communications between you and us will be in the German and English language.
2. We may act on any communication that we believe to be from you without first acknowledging receipt nor carrying out any verification processes. We will not be liable for acting on a disingenuous or fraudulent request. We will not be liable for any loss arising from any error of transmission or misunderstanding, or from the fraud of any other party unless caused by our negligence, wilful default or fraud.
3. You will be solely liable for any and all losses arising from unauthorized transactions where:

1. You have with intent or gross negligence compromised the security of your Account or failed to comply with your obligations to use your Account in a way prescribed by this Agreement; or
 2. You fail to notify us about an unauthorized or incorrect transaction within twelve (12) months of the date of that transaction.
4. Finax is required to record and monitor our telephone and electronic conversations with you. We will store recordings for at least the period required by law (at least five years, at the request of the competent authority for up to seven years) and not for longer than is necessary with regards to the purposes for which they are being processed in accordance with our Privacy Policy. The client has the right to ask Finax to provide a copy of the retained records. Finax reserves the right to charge the costs for such provision of records accordingly, as permitted by the relevant jurisdiction's law and regulation.
5. We cannot guarantee that electronic communications to you from us will be successfully delivered, or that they will be secure, uncorrupted, untampered and virus free. We will not be liable, in circumstances beyond our reasonable control, for any loss, damage, expense, harm or inconvenience caused as a result of an email being lost, not delivered, delayed, intercepted, corrupted or otherwise altered.
6. You may request a copy of any legally required disclosures (including this Agreement) from us. Following request, we will provide it to you in a form which allows for storage and reproducing of the information (including by email).
7. You may request that we stop sending you notifications. However, if you request that we stop sending you any of the notifications that we deem necessary for the provision of our services to you, we reserve the right to terminate this Agreement and with it your Account. You may amend your preferences in respect of which electronic communications you want to receive at any time by logging in to your Account and using the tool available for this purpose.
 1. We will send all notices, information and other correspondence to you by email at the email address you have provided in your Account (and such other email address as you may designate from time to time) or by sending you a "text" / SMS message. You must have internet access and an active email account to receive communications and information (including notices) relating to your Account. With the exception of amendments to this Agreement, any notice will be considered to have been received by you twenty-four (24) hours after the time at which it is posted on our Website, emailed or texted to you. In the event that any notice, information or other correspondence is sent to you by post, the letter will be sent to the current postal address which you have recorded in your Account and will be deemed to be delivered:

1. For German residents, on the second business day after posting; or
2. For residents of any other country, on the fifth business day after posting.

8. UnitPlus Support Center

UnitPlus InnolInvest GmbH, having its seat at Rosenthaler Straße 40/41, 10178 Berlin, Germany, registered with the relevant court at Charlottenburg (Berlin) under HRB 225472 B ("UnitPlus"), provides access to services of Finax via its mobile application ("App"). All service communication with Customers regarding the services provided by Finax are carried out by UnitPlus's Support Center.

All Customers shall have 24/7 access to the self-service Support. This self-service is a service where Customers can get answers to all sorts of questions from a profound and easy structured FAQ section. Customers shall also have access through the UnitPlus app and mail support (contact@unitplus.eu, support@unitplus.eu) and via <https://unitplus.eu/contact/>.

Assisted support will be available to customers, at least during business hours, from 9 AM to 6 PM and at least on business weekdays from Monday to Friday. The Support availability can be extended. Customers will be informed about such extensions via email or in the App.

Customers who have lost their phone and cannot access the relevant section of the UnitPlus App may reach the emergency center using the phone number, which he/she finds in the FAQ on the Website. Please note that this channel should only be used if the relevant section of the App is unavailable.

Account Security

1. We take security seriously, and we advise that you do too. Among other things, you are responsible for:
 1. Frequently changing your password;
 2. Notifying us immediately should you have reason to suspect that your Account is being accessed without your permission and/or that a transaction is incorrect;
 3. Ensuring that you follow sound online practices for creating and/or storing your passwords;
 4. Enabling 2--step authentication for accessing your Account;

5. Notifying us immediately should you suspect an email address that you have provided us with has become compromised; and,
6. Taking all reasonable steps to ensure that no one accesses your account without permission.

Third Parties

1. You may request that third parties be permitted to access your Account to provide services to you, including account information services ("AIS") and/or payment initiation services ("PIS"). You acknowledge that should you do so, we may disclose certain information about your Account to it. We are not responsible for any third party's use of your Account, or any information that we share with it. Giving permission to a third party does not relieve you of your responsibilities under this Agreement.
2. We may refuse a third-party's access to your Account if we have reason to suspect it is not acting in your best interests.
3. We will notify you if:
 1. We have reasons to believe that the security of your Account has become compromised;
 2. We have reasonable concerns or suspicions about a third party's access to your account;
 3. We refuse access to one, some or all of the third parties who you have requested access for.
4. We reserve the right to perform any of our obligations to you through the agency of an associate or any third party of our choosing. We will take all reasonable steps to ensure that any third party that we appoint to provide a service to you is competent.

Notices

1. Providing notice to us in respect of this Agreement must be made by email or by post using the details on our Website.

Your Investment Profile

1. You will provide us with information about yourself, your attitude to risk, your goals and your attitude to savings and investments by answering a series of questions on our Website or Applications. You must update such information as necessary.
2. Providing all accurate, true, and up-to-date necessary information from you enables Finax to act in the best interests of the client when providing investment services. The information provided also serves Finax to assess the compatibility of the financial instrument or the investment service with the client's needs, characteristics, and objectives.

Investment Thresholds

1. We require a minimum Account value of €1. If you subsequently withdraw money to bring the value of your Account below that minimum investment, we reserve the right to sell your assets and to hold your investment as cash, or to return the proceeds to you.

Reports

1. We will provide you with:
 1. Transaction statements following each transaction;
 2. Annual statements (position, summary of dividends, transactions);
 3. Invoices with details of the fees charged.

Such reports might be provided to you by UnitPlus.

Withdrawal Requests

1. When you make a Withdrawal Request, we may limit the destination Bank Account to the Bank Account that you used to fund your Account.

2. In exceptional circumstances, we may not be able to sell all the assets required to satisfy your Withdrawal Request in full (for example, where the order book for a particular ETF is below the minimum size required for execution on exchanges). When this happens, we will use our best efforts to sell the rest of the assets up to the Withdrawal Request during our subsequent trading sessions. We may have to make one or more transfers to your Bank Account in respect of the same Withdrawal Request.
3. The money will be transferred in the currency of your Portfolio and, where that currency differs from the currency of your Bank Account, you accept responsibility for any foreign exchange ("FX") fees and other fees associated with the transaction, which means that you may receive less money than you expected. It may take up to fourteen (14) business days for the money you have requested to arrive in your account.
4. Where you have made a withdrawal request within 60 days of a payment to us via direct debit, we reserve the right to hold the cash on your account until 74 days have passed since the date of your last direct debit payment to us.
5. We will return the money and debit your Account when you cancel a direct debit after we have received the funds. If we need to sell some of your assets to settle amounts outstanding on your Account, we will do so, and you may incur a profit or loss. We will ask you to settle that overdraft if your Account becomes overdrawn and you agree to do so within a reasonable period.

Pooling

1. We may pool (also known as aggregating) your transactions with those of other clients. We will only do so where we believe that it is unlikely to disadvantage your overall net position.

Fees and Charges

1. All fees stated herein include VAT. Unless explicitly stated otherwise in the list of prices and services, you may be charged:
 1. Our management fee
 1. Our management fee is equal to 0.5% of your assets under management (AUM) per year calculated on a daily basis. Our management fee covers any other fees associated with:

1. Trading
 2. Portfolio management
 3. Reporting
2. The ETF issuers' management fees (collectively known as the Total Expense Ratio or "TER."):
 1. Your TER is not included in our management fee and varies depending on your asset allocation. You can verify the actual TER level in the App by following the link to each ETF prospectus.
3. For requesting reports:
 1. Transmitted electronically are free of charge.
4. Transfer fees within the European Economic Area NIL (0%)*
2. We may change these rates from time to time and will notify you of any such changes by publication on our Website and by email at least fourteen (14) calendar days prior to making the change.
3. We may deduct any amounts payable by you to us from your Account. If the available funds are insufficient, we may sell assets held as part of your Account to cover such charges. We may pay (or receive from third parties), fees in relation to referrals of business. We may receive payment from or share charges with a third party. If you require a service from us which is not listed in the section Fees and Charges of this Agreement, you should first enquire about the charge before instructing us to carry out the service.

Cash Deposits

1. All cash you deposit with us will be held in segregated accounts with an approved bank (the "Custodian") and may include the deposits of more than one client but without being mixed with our assets or the assets of the Custodian.
2. You may make payments to us via wire transfer or, where you have authorised us to do so, we may collect monies by direct debit according to the Conditions for the UnitPlus Card.
3. Income earned on the investments held in your Portfolio will be remitted to your Portfolio and may be reinvested. We will not pay or credit interest to you where we hold cash in your Account.

4. The Custodian may, at times, receive dividends, interest and other rights or payments in respect of the investments you hold and may, when required: (i) withhold or deduct tax or other amounts from such payments and (ii) deduct any costs incurred by it when complying with these obligations, from your Account. It will be your sole responsibility to reclaim any such withholdings or deductions where you are eligible to do so.
5. We are under no obligation to tell you before terminating our relationship with the Custodian and appointing a replacement.

Conflicts of Interest

1. We, or anyone connected with us, may carry out certain transactions for you where we, or another client of ours, have a duty that may conflict with our duty to you. We have developed protocols to manage conflicts of interest that enable us to act without bias or damage to your interests. Our employees are provided with training about the protocols and the standards of conduct to which they must adhere. Our management is responsible for ensuring the protocols are adhered to and to deal with any conflict that may arise. We will inform you if we reasonably believe that we cannot adequately manage a conflict.
2. We are committed to taking measures to recognise, supervise, examine and resolve conflicts of interest. We recognise that it is not possible to eliminate all sources of conflict of interest; however, safeguarding clients' welfare remains our primary objective.
3. Examples of conflicts of interest include:
 1. Where we have a direct or indirect financial interest in a commercial undertaking you are connected to;
 2. Where we have a personal association or relationship with those affected, or likely to be affected, by the information or issue in question;
 3. Where we have an expectation of a future interest (eg, future employment);
 4. Where we have a previous association with a person affected or likely to be affected by the information or issue in question;
 5. Where we have an interest arising from a common interest group, such as a trade association or other public or private society;
 6. Where we accept gifts and/or hospitality or entertainment; and
 7. Where we have a close personal relationship with someone who has an interest as described above.

4. We maintain a log of conflicts that arise and note in it how each conflict was monitored and how a solution was developed and applied to resolve the problem and to prevent the client's interests being affected. The effectiveness of our protocols is assessed by our staff members who execute their duties in a wholly independent capacity.
5. Where our functions could create an internal conflict we separate the duties appropriately. The operations functions are maintained and conducted separately from the front office functions and an appropriate level of qualification, expertise and supervision is applied.

Liability

1. We accept responsibility for any loss, damages or costs suffered or incurred by you only to the extent that such loss arises directly from our gross negligence, wilful default, fraud, and/or our deliberate and wilful breach of any duties which we owe you under the MiFID II rules of conduct as applied in Germany. We will not be liable for any other losses, damages or costs suffered or incurred by you.
2. We will take reasonable care in the assessment and appointment of sub-custodians, bankers, counterparties, agents and other third parties. We accept responsibility for any loss, damages or costs incurred by you only where they arise directly from our negligence, wilful default or fraud in the assessment or appointment of such persons. We will not be responsible for the actions of any third parties. We do not accept responsibility for any loss, damages or costs you may incur as a result of any cause beyond our reasonable control.
3. Our duties to you are expressly stated in this Agreement or provided for in the MiFID II rules of conduct as applied in Germany. We do not owe you any other duties.
4. You will indemnify us against any liability, cost, expense, loss or any damage incurred by us (including but not limited to professional advisors' fees) arising from your breach of this Agreement, negligence, wilful default or fraud.

Amendments to this Agreement

1. We may amend or replace this Agreement. Should we opt to do so we will give you at least 2-months notice via the App, email or any other communication channels agreed upon with you from time to time. We will provide you a link to a revised version of this Agreement.

2. If we are required to amend this Agreement for reasons of (i) compliance with MiFID II rules of conduct, (ii) any other applicable law or regulation, (iii) adding new services or functionalities to your Account or (iv) any other changes which do not reduce your rights nor increase your liabilities, we will notify you on such amendment with a notification adequately before such amendment will take effect.
3. Should you not accept an amendment, you may object by closing your Account following the procedure in the section Closing Your Account. If you have not closed your Account within 14 days from the date of the notice of amendment, you will be deemed to have accepted it. If you close your Account, please note that you remain liable to us in respect of any fees, charges and other liabilities pursuant to the section Termination of this Agreement.

Termination / Account Closure

1. You may close your Account and thus terminate this agreement at any time by providing two weeks written notice using the functionality of the App or via email to contact@unitplus.eu or support@unitplus.eu. Termination of this Agreement constitutes also the termination of the agreement for custody services as well as for the UnitPlus Card. Account closure is subject to the settlement of all outstanding transactions.
2. We may close your Account at any time at our discretion. Common reasons for closing an Account held with us include:
 1. You are in breach of any terms of this Agreement;
 2. You have not accessed your Account within the past five years;
 3. We suspect you of having ill intentions;
 4. You have not funded your account for more than one year;
 5. We have reasons to suspect that your Account was accessed without authorisation.
2. Where we decide to close your Account, we will provide you with notice of closure and where relevant, the reasons for doing so, together with the procedure to follow in order to withdraw any funds under our management. We may:
 1. Keep your Account's personal information in our records in order to fulfil our legal obligations;

2. Suspend, limit or deny your access to, or use of, our services, software, systems (including any networks and servers used to provide any of the services) operated by us or on our behalf or some or all of the services in respect of your Account;
 3. Retain your funds after closure, to the extent and until such time we may reasonably require them, in order to protect ourselves and/or a third party against risks, including but not limited to, claims, fines, fees, charges and any other liabilities; and/or
 4. Attempts to contact you after we have closed your Account for any reason.
1. If you are the legal representative of an incapacitated or deceased Account holder, please contact us.

Assignment and Transfer

1. We reserve the right to assign our rights and obligations under this Agreement at any time and will send you notice by email of any such assignment prior to its taking effect. This does not affect your right to terminate this Agreement under the section Termination of this Agreement.

Dormant Accounts

1. Your account will become “dormant” if you have not accessed it for at least five years. To protect both you and us, you will be unable to access a dormant Account. Contact us should you be unable to access your account and we shall activate it accordingly.

Governing Language

1. This Agreement has been drafted in German and English. If there is a conflict or inconsistency between the German language text and the translated text, the German language text prevails.

Governing Law and Jurisdiction

1. This Agreement and any non-contractual obligations or claims arising out of or in connection with it are governed by German law. You and we irrevocably agree that the courts of Germany will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement (including non-contractual disputes or claims), without prejudice to mandatory rules of law stating otherwise.

Cancellation Rights

1. You have a period of fourteen (14) days, beginning on the date on which your Account is opened or the date on which you receive a copy of this Agreement, whichever is the latest, within which to cancel your Account. To meet the withdrawal deadline, it is sufficient to send the withdrawal in due time if the declaration is made on a durable data carrier. The revocation is to be addressed to: contact@unitplus.eu
2. We will sell any investments made on your behalf and transfer it to your stated reference account. However, we will not be responsible for any market loss that you may incur by selling your investments as a result of the cancellation of the Account.

Force Majeure

1. We will not be responsible for any failure in fulfilling a contractual obligation as a result of any situation, condition or event beyond our reasonable control (a "Force Majeure Event"), which may include, without limitation, an act of Parliament, an act of God, acts of terrorism, strike or riot, extreme fluctuations in the price of a security, failure of communication or electronic equipment or anything else that may reasonably impede our ability to act in line with this Agreement.
2. We will continue to take all reasonable steps to act in your best interests when a Force Majeure Event occurs and, to the extent that we can no longer comply with the term(s) in question, we may suspend or alter any part or all of the Agreement.

Third Party Rights

1. A person who is not a party to this agreement cannot enforce or enjoy the benefit of any term of this Agreement.

Effective Date

1. These Terms take effect from 01.05.2025. Please contact us at Our Support Desk if you require a copy of any prior version.

Instrument Risks

1. Some specific risks associated with investing in shares include:
 1. Dividend payment and growth is not guaranteed;
 2. Companies in which you invest are not obliged to pay dividends;
 3. Companies may go into liquidation or receivership which may result in the shares becoming worthless;
 4. Equity markets may decline in value;
 5. Corporate earnings and financial markets may be volatile;
 6. If there is no recognised market for shares, then these will be difficult to sell and accurate information about their value may be hard to obtain;
 7. Smaller company investments may be difficult to sell if there is little liquidity in the market for such shares and there may be substantial differences between the buying price and the selling price;
 8. Shares on overseas markets may involve different risks from EEA shares; and
 9. Investments in overseas companies depend not only on the performance of the shares but also upon foreign exchange rates which may change adversely affecting the value of the shares in your base currency.
2. Our fixed income securities (government bonds) are issued by governments, governmental bodies, quasi-governmental bodies, local authorities, and

companies in Germany and in other countries. The main risks associated with these securities includes:

1. There are few recognised markets in which such securities are traded because they are traded between the issuers, their brokers, and the banks and securities houses making a market in the securities;
 2. Capital may be lost if the issuer defaults;
 3. Capital may be eroded due to the effects of inflation; and,
 4. The value of fixed income securities may fall as well as rise.
3. Collective investment funds may be authorised by an approved regulator or unauthorised and unapproved. We will only invest your money in authorised funds quoted on recognised leading exchanges. The main risks associated with investing in collective investment funds are:
1. There may be no recognised market for collective investment funds as units/shares are issued and redeemed by the managers of the funds;
 2. Funds may be valued for pricing and dealing purposes either daily, weekly, fortnightly, monthly or even less frequently by the fund managers;
 3. The prices of the underlying investments of the funds will vary according to the markets on which these are listed or traded;
 4. Some authorised funds are subject to greater supervision than others; and
 5. Funds in currencies other than the Client's currency may be affected if foreign exchange rates move in an unfavourable direction thus reducing the valuation of investments in base currency terms.
4. We may from time to time carry out certain transactions on your behalf where the price may have been influenced by measures taken to stabilise it. Stabilisation enables the market price of a security to be maintained artificially during the period throughout which new securities are being sold to the public. Stabilisation may affect not only the price of the new issue but also the price of other securities. The effect of stabilisation may be to keep the price of certain securities at a higher level than they would otherwise be during the period of stabilisation. We will endeavour not to take part in stabilisation. The fact that a new issue or a related security is being stabilised should not be taken as any indication of the level of interest from investors, nor of the price at which they are prepared to buy the securities.
5. We may buy an investment denominated in a currency other than the agreed base currency of your Portfolio on your behalf. The main risks associated with this include:

1. A movement in exchange rates may have a separate effect, favourable or unfavourable, on the gain or loss otherwise experienced on the investment;
2. If depositing collateral denominated in one currency, you may be subject to margin calls in circumstances where the obligations are denominated in another currency (in addition to the risk of margin calls for fluctuations in relative values); and
3. Some currencies are not freely convertible and restrictions may be placed on the conversion and/or repatriation of your funds including profits or dividends.

Further detailed information on financial instruments and risks related to financial instruments are detailed in the document “Information for clients and potential clients about financial instruments and the risks related to financial instruments“, published on Finax’s website <https://www.finax.eu/en/legislation>.

Best Execution Policy

1. We are bound by MiFID II rules to undertake transactions without disadvantaging our clients. Under MiFID II rules, we “must take sufficient steps to obtain the best possible result, taking into account price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order.” When trading, we provide best execution (applied equally to single bargains or aggregated/grouped orders), meaning that transactions should be on the best terms reasonably available.
2. We are a discretionary investment manager that treats all clients fairly and makes all decisions on which instruments to purchase and when to trade on behalf of our clients. We aggregate and net all client orders, trading on a consolidated basis. The steps of the process are:
 1. Our algorithm reviews each client’s goal to generate orders;
 2. All orders are executed according to the aforementioned best execution practices; and
 3. After execution and payment settlement the transactions are recorded on the client’s account and a trade confirmation is sent to the client.
3. To ensure best execution, we periodically review our procedures, trading system choices, arrangements, and any other relevant execution factors to ensure that

there is sufficient liquidity in each of the instruments, and that we are able to deal on more than one market.

4. Factors to achieve best execution include, in the following priority: size and type of order, likelihood of execution, price, and any other relevant consideration. We determine the best possible result, summing the price of the financial instrument and the costs related to execution (which include all the expenses incurred and directly related to the execution of the order, i.e. execution venue fees, clearing and settlement fees, and any other fees paid to third parties involved in the execution of the order). All particular trade conditions which may restrict our ability to achieve best execution will be informed to the clients.
5. We transact trades in various manners, including by electronic order books, retail service providers, agency crosses, telephone and electronic algorithmic systems and, where relevant, make use of appointed representatives committed to achieving best execution for clients. We will keep a record of all previously mentioned trades. Those which do not fall into the above categories may have restricted liquidity or trade venues. We will assume best execution has been achieved with reference to any information provided by the market counterparty at each transaction.
6. We will execute the trade as soon as reasonably practicable unless a delay will better serve the client's interest. Trades will be transacted in the same order as they were generated by our system unless specific trades have conditions attached which may alter the order of priority.
7. We use our discretion to determine the execution venue for a trade, which may include an exchange, multilateral trading facility ("MTF"), organised trading facility ("OTF") or a broker.
8. We aim to trade daily, in every case at least once a week. We reserve the right to modify timing (day of week, time of day) of any trading if for market or operational reasons we deem it necessary. Typical causes for the modification of timing of the order execution are public holidays.
9. To fulfil your investment strategy we apply a rebalancing mechanism. Every time when you fund your investment account or sell part of your ETFs, as well as in case one of the ETFs exceeds the threshold of 20% of the Portfolio, we check the current allocation of the Portfolio and rebalance it. If there is any leftover cash standing in the account, it will get reinvested in a way to bring the portfolio as close as possible to your target asset allocation.

Fractional Investing

1. To provide you with a balanced portfolio regardless of the amount invested, our system can attribute you a proportion of an ETF. This means that where the amount invested does not allow us to construct a portfolio that is consistent with your risk appetite using whole shares, we will round down to the nearest number of whole shares and create fractional entitlements. Your portfolio will subsequently always be in line with your risk level and our rebalancing policy.
2. Where you hold fractional entitlements, the beneficial interest to them will be yours alone. As with your whole ETF shares, we will safeguard them for you as per our permissions and the MiFID II rules.
3. By using your UnitPlus card fractional entitlements of your portfolio will be sold.

Complaints and Alternative Dispute Resolution procedures

Complaints must be made to the UnitPlus, by contact form <https://unitplus.eu/contact/> or to contact@unitplus.eu , support@unitplus.eu . The client might send the complaint also directly to Finax:

1. in writing, Finax, o.c.p., a.s., Zweigniederlassung, Friedrich-Ebert-Anlage 56, 60325 Frankfurt am Main, or in person, by mail to the following address: Finax, o.c.p., a.s., Bajkalská 19B, Bratislava, Slovakia, Postal Code 821 01,
2. verbally - by telephone (tel. +421 232 447 760) or in person in a protocol record during the Client's visit to the Company's registered office stated in point a) above,
3. in electronic form - by e-mail to the following e-mail address: client@finax.eu.

A complaint shall contain identification data of the client: name (company name), birth certificate number (company registration number), permanent residence address (seat of the company), client account number, and the client's contact details (phone number, e-mail), and, in the case of a written complaint, also the date and client's signature. The Client shall further indicate explicitly, clearly, correctly, and precisely state the full extent of the complaint in the claim being put forward, with all the data, numbers, and amounts, and credibly support their claims, particularly by producing legally relevant documents. Also, the Client shall indicate the rights they are enforcing in the claim against Finax. If complaint is sent directly to Finax, Finax

shall investigate the claim usually within the period of 15 business days from its delivery. If the claim requires more time, the period can be prolonged, which the client will be informed of.

In case the Finax's statement regarding the claim in question doesn't fully satisfy the client's requirements, they are free to turn to the respective supervisory authority, which is the Bundesanstalt für Finanzdienstleistungsaufsicht, Graurheindorfer Straße 108, 53117 Bonn, 0800 2 100 500 from Germany, or +49 228 299 70 299 from abroad, E-mail: poststelle@bafin.de or National Bank of Slovakia, Imricha Karvaša 1, 811 07 Bratislava, Slovakia.

The consumer has the right to file a proposal to begin an alternative dispute resolution to the alternative dispute resolution body:

<https://ec.europa.eu/consumers/odr/main/?event=main.adr.show2>

In case the dispute is a result of a remote contract concluded via means of remote communication, the Client, who is a consumer, may file a motion for alternative dispute resolution via the European Online Dispute Resolution platform:

<https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>

Details on handling complaints and on the options of out-of-court settlement are stated in the Complaint policy, published on the Finax's website www.finax.eu/en/legislation.

Glossary of Terms

Business Day means all days except for every Saturday, every Sunday, public holiday and days where the company seat of Finax in Slovakia is not open.

Anti-Money Laundering Regulations means Geldwäschegesetz and the Law 297/2008 Coll. on the prevention of money laundering and terrorist financing and on the restriction of the use of cash.

Netting means either of: (i) consolidating the value of two or more transactions, payments or positions in order to create a single value or (ii) offsetting a position in one security or currency with another position either

in the same security or another one with the object of offsetting gains in one position against losses in another. Website means our website together with our app(s) and their functionalities, as developed from time to time.

LIST OF PRICES AND SERVICES

All fees as listed including VAT, if any. The fees are calculated on a monthly basis and collected from your Account at the end of each month.

1 Portfolio Management fee: the accumulation of $(0.5/365)\%$ of every daily portfolio valuation over all the days of the period, charged on a quarterly basis.

Promotional Offers: From time to time, we may offer special promotional offers, plans or fee waivers ("Offers") that may reduce or suspend a membership fee and/or portfolio management fee for a specified period of time. Eligibility for an Offer will be determined by Finax and UnitPlus in their sole discretion, and we reserve the right to revoke an Offer and suspend the account if we determine that it is not eligible for an Offer. Customers with an existing or recently terminated investment account may be ineligible for certain offers. To verify your eligibility status for an offer, Finax and UnitPlus may access account or personal information, such as email address, used for an existing or recent use. Eligibility requirements and other restrictions and conditions will be disclosed when you register for the offer or in other communications provided to you. The details of the promotional offers will also always be communicated on the UnitPlus website www.unitplus.eu.

SPECIAL CONDITIONS FOR CUSTODY SERVICES

Introduction

1. Finax, o.c.p., a.s., Bajkalská 19B, 821 01 Bratislava, Slovakia, Company ID: 51 306 727, registered by: Municipal Court in Bratislava III, Section: Sa, file no.: 6713/B (further referred to as "**Finax**"). Finax is supervised as an investment firm by the National Bank of Slovakia. Finax provides custodian services to customers ("**Customers**", "**you**"). The Customer accepts the following Special Conditions for Custody services.
2. The Special Conditions for Custody Services include specific provisions on the custody services provided by Finax. They are important so please read them carefully and ensure that you properly understand them prior to using our Services. If you have any questions please contact us for further information.
3. These Terms together with (i) the information you provide to us in writing via our Website, Applications or otherwise, ("Account"), (ii) our Cookie Policy and (iii) our Privacy Policy constitute the custody agreement ("**Agreement**") which governs Finax's provision of custody services ("Services") to you. This Agreement addresses custody services only, matters not regulated by this Agreement shall be governed by the Special Conditions for Portfolio Management Services whereby the provisions and any other obligations and rights of the Parties under the Special Conditions for Portfolio Management Services not specifically addressed in this Agreement applies accordingly.

Our Services

Under these Terms, we will provide you with the following services:

1. Safe custody of your assets.

Client Money

1. We will deposit any of your uninvested money with a bank (the “Deposit Bank”), together with other clients’ money. We will exercise due skill, care and diligence and review periodically the adequacy and appropriateness of the bank/credit institution where your money is deposited (the “Deposit Bank”) and of our arrangements with it. We will not be responsible for any acts, omissions or default of a bank/credit institution chosen other than for exercising care in its choice and/or monitoring.
2. You accept that your money may get deposited in an account with our other clients’ money and, if so, you will not have a claim for a specific sum in a specific account. In such an event, given that your claim would be against the pool, if there is a shortfall, you would share pro rata in that loss.
3. No interest will accrue on your Account and you accept that we are not under any obligation to pay interest on any amount credited to your Account.
4. We may stop treating any money held by the Deposit Bank which, after we have taken reasonable steps to trace you and return the money to you, is unclaimed for 6 years, as your money and include it in our own assets. We may pay you what you are owed if you later show a valid claim to this money.
5. We regularly reconcile our client money bank accounts with our client transaction accounts to ensure that client monies are properly segregated from Finax’s.
6. We are under no obligation to tell you before terminating our relationship with the Deposit Bank and appointing a replacement.

Compensation Scheme

1. Finax is a member of the Slovak Investment Guarantee Fund.
2. All sums held in accounts with Finax, savings certificates and financial instruments are respectively protected under deposit guarantee and investor compensation schemes:
 1. Funds and Financial instruments are covered by the Guarantee Fund up to EUR 50.000.
3. For more information, please consult: <https://www.garancnyfond.sk/investment-guarantee-fund> (English version) or “INFORMATION FOR CLIENTS ON INVESTMENT GUARANTEE FUND” available on <https://www.finax.eu/en/legislation>.

Client Assets

1. Client Assets are segregated in special bank or custody accounts, which are designated for the exclusive benefit of our clients. By properly segregating the client's assets, if no money or stock is borrowed and no futures positions are held, the client's assets are available to be returned to the client in the event of the company's default. Finax reserves the right to decide whether it will carry out an asset transfer, or whether it will liquidate the client's portfolio and return cash. For the removal of doubt, should Finax decide to return cash it will not assume any of the client's tax liabilities.

Reports

1. We will provide you with:
 1. Account statements detailing your holdings on a periodic basis;
 2. Account tax certificate

Such reports might be provided to you by UnitPlus.

Fees and Charges

1. All fees stated herein include VAT. After introducing, unless explicitly stated otherwise in the list of prices and services, you may be charged:

Custody fees: looking after and managing your investments (keep the assets safe, collect dividends and interests, provide account statements, handle corporate actions and other housekeeping tasks).

2. We may introduce such fees and then change the rates of such fees from time to time and will notify you of any such changes by publication on our Website and by email at least fourteen (14) calendar days prior to making the change.
3. We may deduct any amounts payable by you to us from your Account. If the available funds are insufficient, we may sell assets held as part of your Account to cover such charges. We may pay (or receive from third parties), fees in relation to referrals of business. We may receive payment from or share charges with a third party. If you require a service from us which is not listed in the section Fees and Charges of this

Agreement, you should first enquire about the charge before instructing us to carry out the service.

Amendments to this Agreement

1. We may amend or replace this Agreement. Should we opt to do so we will give you at least 2-months notice via the App, email or any other communication channels agreed upon with you from time to time. We will provide you a link to a revised version of this Agreement.
2. If we are required to amend this Agreement for reasons of (i) compliance with MiFID II rules of conduct, (ii) any other applicable law or regulation, (iii) adding new services or functionalities to your Account or (iv) any other changes which do not reduce your rights nor increase your liabilities, we will notify you on such amendment with a notification adequately before such amendment will take effect.
3. Should you not accept an amendment, you may object by closing your Account following the procedure in the section Closing Your Account. If you have not closed your Account within 14 days from the date of the notice of amendment, you will be deemed to have accepted it. If you close your Account, please note that you remain liable to us in respect of any fees, charges and other liabilities pursuant to the section Termination of this Agreement.

Termination / Account Closure

1. You may close your Account and thus terminate this agreement at any time by providing two weeks written notice using the functionality of the App or via email to contact@unitplus.com or support@unitplus.com. Termination of this Agreement constitutes the termination of the agreement with your portfolio manager for UnitPlus Card. Account closure is subject to the settlement of all outstanding transactions by your portfolio manager.
2. We may close your Account at any time at our discretion. Common reasons for closing an Account held with us include:
 1. You are in breach of any terms of this Agreement;
 2. You have not accessed your Account within the past five years;
 3. We suspect you of having ill intentions;
 4. You have not funded your account for more than one year;

5. We have reasons to suspect that your Account was accessed without authorisation.
3. Where we decide to close your Account, we will provide you with notice of closure and where relevant, the reasons for doing so, together with the procedure to follow in order to withdraw any assets under our custody in cooperation with your portfolio manager. Termination of this Agreement constitutes the termination of the agreement with your portfolio manager for UnitPlus Card. We may:
 1. Keep your Account's personal information in our records in order to fulfil our legal obligations;
 2. Suspend, limit or deny your access to, or use of, our services, software, systems (including any networks and servers used to provide any of the services) operated by us or on our behalf or some or all of the services in respect of your Account;
 3. Retain your funds after closure, to the extent and until such time we may reasonably require them, in order to protect ourselves and/or a third party against risks, including but not limited to, claims, fines, fees, charges and any other liabilities; and/or
 4. Attempts to contact you after we have closed your Account for any reason.
1. If you are the legal representative of an incapacitated or deceased Account holder, please contact us.

Taxes

1. We comply with the applicable EU laws and regulations on reporting and sharing of financial information for tax purposes. At the end of each tax year, we will provide you with a summary of all the taxable events on your Account, such as dividend distributions and capital gains or losses ("Account Tax Certificate").
2. By entering into this Agreement, you acknowledge and agree that it will be your obligation to complete and submit the appropriate tax filings in your country of tax residence.

Governing Language

1. This Agreement has been drafted in German and English. If there is a conflict or inconsistency between the German language text and the translated text, the German language text prevails.

Governing Law and Jurisdiction

1. This Agreement and any non-contractual obligations or claims arising out of or in connection with it are governed by German law. You and we irrevocably agree that the courts of Germany will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement (including non-contractual disputes or claims), without prejudice to mandatory rules of law stating otherwise.

Cancellation Rights

1. You have a period of fourteen (14) days, beginning on the date on which your Account is opened or the date on which you receive a copy of this Agreement, whichever is the latest, within which to cancel your Account. To meet the withdrawal deadline, it is sufficient to send the withdrawal in due time if the declaration is made on a durable data carrier. The revocation is to be addressed to: contact@unitplus.com. However, we will not be responsible for any market loss that you may incur by selling your investments as a result of the cancellation of the Account. The cancellation of your Account with Finax will result in termination of the agreement.

Effective Date

1. These Terms take effect from 1.1.2025. Please contact us at Our Support Desk if you require a copy of any prior version.

INFORMATION SHEET ABOUT INVESTOR COMPENSATION SCHEME	
Funds and Investments held by FINAX are guaranteed by:	The Investment Guarantee Fund (SK)
Protection limit	50.000 Euro per investor (1)
If you have more than one investment with the same investment institution	All your Investments at one and the same investment institution will be added up and the 50,000 EUR limit will be applied to the total amount (1)
Repayment period	From 5 days up to 3 months. This period might be prolonged in exceptional and justified cases up to one year.
Repayment currency	Euro
Contact	GARANČNÝ FOND INVESTÍCIÍ P.O. BOX 14 830 02 BRATISLAVA 32, Slovakia 02/52490510 e-mail: gfi@garancnyfond.sk
For more information (in particular on the types of Investments and investors covered by the protection)	Website: https://www.garancnyfond.sk/investment-guarantee-fund/
Acknowledgement of receipt by the investors	The customer acknowledges receipt of this document by signing the contract to open the account.

Additional information

(1) General protection limit

If an investment is unavailable because an investment institution is unable to meet its financial obligations, investors are repaid by an Investor Compensation scheme. This repayment is limited to 50.000 Euro per investor/investment institution. This means that all investments with the same investment institution are added up to determine the protection level. If, for instance a investor holds an investment with a balance of 40.000 Euro and another investment with 20.000 Euro, he or she will only be repaid 50.000 Euro.