

## SPECIAL CONDITIONS FOR PORTFOLIO MANAGEMENT SERVICES FOR COMPANIES

### 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 – small and medium-sized enterprises ("**Customer**", "**you**", "**Company**"). The Customer accepts the following Special Conditions for Portfolio Management Services.
2. The Special Conditions for Portfolio Management Services ("**Terms**") 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.
3. UnitPlus InnoInvest 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 web application ("App"). These Terms are provided to the Customer in the UnitPlus web App.
4. By accepting these Terms in the UnitPlus web App, the Customer makes an offer to enter into a contract. Your acceptance as a Customer is dependent on a completed registration and provisions of documents for the successful money laundering check.
5. These Terms together with (i) the information you provide to us in writing via web App or otherwise, including information regarding Company's financial circumstances, attitude to risk and investment objectives, financial knowledge and investment experience of appointed representatives ("Account"), (ii) our Cookie Policy and (iii) our Privacy Policy constitute the portfolio management agreement ("**Agreement**") which governs Finax's provision of portfolio management services specified in these Terms ("**Services**") to Customer. The Agreement between Finax and the Customer becomes effective after the completed registration on UnitPlus web App followed by acceptance of the Customer confirmed by UnitPlus to the Customer and by accepting the money of the Customer to invest under these Terms by Finax.

## 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 or via a 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 companies established with a registered seat in Germany, provided they are not also tax residents in the United States of America.
2. Further eligibility criteria and requirements for registration, opening of an account, KYC/AML and requirements on authorized representatives are specified in the UnitPlus InnoInvest GmbH General Terms and Conditions of Use for Companies.
3. We may refuse to open an account to a Company or refuse to execute any order based on our sole discretion.

4. By using our Services, the Customer represents and warrants that has all the approvals necessary (including any approval of its corporate bodies) to use the Services and make transactions and investments and will access the Account only via its authorized representatives.

## Our Services

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

1. Discretionary portfolio management;
2. Trade execution;
3. Custody services.

## Discretionary Portfolio Management

1. We will manage your portfolio(s) ("Portfolio(s)") in accordance with the initially chosen investment strategy. As regards CashPlus SME, a portfolio consists of Money Market Funds. By choosing CashPlus SME the Customer gives an explicit consent to have its money invested in the Money Market Funds. The instruments in a Money Market Fund are not a guaranteed investment. An investment in a Money Market Fund is different from an investment in deposits and hence it is not guaranteed by the deposit guarantee scheme.
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. 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;
  - 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.

We invest primarily in Money Market Funds, Exchange Traded Products (“ETPs”) such as Exchange Traded Funds (“ETFs”), Exchange Traded Notes (“ETNs”), Equities, Bonds.

3. We will invest in Funds and 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.
4. If the portfolio consists of Money Market Funds or Mutual Funds such financial instruments will be managed by the investment managers relevant to the funds concerned.

## 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 the privacy of natural persons. 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 of your representatives. 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 personal information to any third party.

4. We will record information about the Customer and its representatives for ten (10) years after the end of Agreement and, in certain cases (for example, regulatory requirements), we may store information and personal data for a longer period. We will not store information and personal data for longer than is required by law. Information may be processed by or transferred or disclosed to and/or by us, our suppliers, subcontractors and third parties (such as to custodians, banks, 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 any personal information outside of the European Economic Area ("EEA") only in accordance with our Privacy Policy.
8. We may use 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 data for marketing purposes and you may exercise this right at any time by amending your preferences in your Account via the web App or by notifying us directly.
9. You agree to ensure that the information we hold on you and your representatives 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 or 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 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 and by UnitPlus InnolInvest GmbH General Terms and Conditions of Use for Companies; or
  2. You fail to notify us about an unauthorized or incorrect transaction within twelve (12) months of the date of that transaction; or
  3. In case you did not have the necessary internal corporate authorizations to enter into this Agreement and/or send transactions.
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 on the fifth business day after posting.

## 8. UnitPlus Support Center

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](mailto:contact@unitplus.eu), [support@unitplus.eu](mailto: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 web App.

Customers who have lost their phone and cannot access the relevant section of the UnitPlus web 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 web 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 only authorized representatives have access to the account and that no one accesses your account without permission.



## 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 the Company, attitude to risk, goals and attitude to savings and investments by answering a series of questions on UnitPlus web App. You must update such information as necessary. The information on knowledge and experience shall be provided of a representative authorized to carry out transactions on behalf of the Company.
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.

## 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 Deposit Bank or any other bank/credit institution where your money is deposited 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 were a shortfall, you would share pro rata in that loss.

3. We will inform you from time to time of the amount credited to your Account (determined by the Deposit Bank and us). No interest will accrue in 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 for this money.
5. We regularly reconcile our client money bank accounts with our client transaction accounts to ensure that client's money is 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.

## **Client Assets**

1. Client Assets are segregated into special (omnibus) 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.

## **Compensation Scheme**

1. Finax participates, in compliance with his statutory obligation, in compensation system in the Slovak Investment Guarantee Fund. Finax provides more information on this compensation system through his website [www.finax.eu/en/legislation](http://www.finax.eu/en/legislation) in the document "Information for clients on the Investment Guarantee Fund".
2. The Investment Guarantee Fund serves for the provision of compensations in case of inaccessibility of the Customers' assets entrusted to Finax for the execution of investment services.
3. The protection for the Company from the Slovak Investment Guarantee Fund may be limited or unavailable in certain cases, including for companies that need to

have their financial statements audited by an independent auditor, including in cases stated in Section 81 (c) (1) –(6) of the Act No.566/2001 Coll. on Securities.

4. For more information please consult <https://www.garancnyfond.sk/fag-en>

## Reports

1. We will provide you with:
  1. Transaction statements following each transaction or quarterly statements;
  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 or other instrument 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.

## 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 are exclusive of VAT. Unless explicitly stated otherwise in the list of prices and services, you may be charged:

1. Our management fee

1. Our management fee for CashPlus SME portfolio strategy is charged as an annual fee from assets under management (AUM) calculated on a daily basis as follows:

Tier I: <= 1€ million	0.40%
Tier II: >1€ million <= 3€ million	0.30%
Tier III: > 3€ million <= 7€ million	0.25%
Tier IV: > 7€ million	0.20%

In tier I for amounts under 1€million, an annual fee of 0.40% of the money invested is charged. For amounts between 1€million and 3€ million, a fee of 0.30% of the total amount and for amounts between 3€ million and 7€ million, a fee of 0.25% is charged. For investment amounts above 7€ million an annual fee of 0.20% is due. The fees are charged pro rata on a monthly basis and cover all costs for the use of CashPlus SME.

For the avoidance of any doubt, if the Customer's end of day AUM for 24.7.2024 is 990 000 €, the fee for the given date is calculated as  $990\,000 \times 0,004 / 366 = 10,82\text{€}$ . If the Customer's end of day AUM for 25.7.2024 rise to 1 010 000€, the fee for a given date is calculated as  $1\,010\,000 \times 0,0030 / 366 = 8,28\text{€}$  (2024 is a leap year).

2. In case of ETFs or other funds, the 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%)\*The fees are listed exclusive statutory VAT. Any fees shall be payable plus statutory VAT (19% in case of German VAT) . Should the reverse charge apply, the respective reference should be stated to it in the invoice.
2. We may change these rates from time to time and will notify you of any such changes by publication on UnitPlus web App 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 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.
3. Income earned on the investments held in your Portfolio will be remitted to your Portfolio and may be reinvested. We will not pay nor credit interest to you when 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 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 (e.g., 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, loss of profits, goodwill or reputation 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 or misrepresentation.

## Amendments to this Agreement

1. We may amend or replace this Agreement in particular due to the reason of changes in legal regulations and/or developments in the financial and capital market and/or the development of legal or business environments and/or for the safe functioning of the capital market; and/or in the interest of financial market stability or risk minimization and/or on the request of the National Bank of Slovakia/BaFinor other public authorities and/or after the introduction of a new service provided and/or due to changes to the technical or procedural rules applicable to the Services as well as for reasons of improvement or provision of innovations. Should we opt to do so we will give you at least 6 weeks 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 the notice period for 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 web App or via email to [contact@unitplus.eu](mailto:contact@unitplus.eu) or [support@unitplus.eu](mailto:support@unitplus.eu). 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 it 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.

### **Taxes**

1. We comply with the applicable EU laws and regulations on reporting and sharing of financial information for tax purposes.
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 Slovak law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws. You and we irrevocably agree that the courts of Slovakia, Bratislava 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.

## **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. Instruments in a money market fund is not a guaranteed investment, an investment in a money market fund is different from an investment in deposits (and hence it is not guaranteed by the deposit guarantee scheme), including in particular because of the risk that the principal invested in a money market fund is capable of fluctuation. There is also a counterparty risk, and such risk is borne by the investor. The return of the money market fund depends on the performance of the fund, which is directly related to the performance of its investments.
3. 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.
4. 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.
5. 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.
6. 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.
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 taking into account any trading and settlement cutoffs. 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”), a broker or directly with the fund.
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 may apply a rebalancing mechanism. Further information about the execution policy are published on the Finax’s website [www.finax.eu/en/legislation](http://www.finax.eu/en/legislation).

## **Fractional Investing**

1. To provide you with a balanced portfolio regardless of the amount invested, our system can attribute you a proportion of a financial instrument. This means that where the amount invested does not allow us to construct a portfolio that is consistent with your risk appetite or balance 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 shares, we will safeguard them for you as per our permissions and the MiFID II rules.

## Complaints

Complaints must be made to the UnitPlus, by contact form <https://unitplus.eu/contact/> or to [contact@unitplus.eu](mailto:contact@unitplus.eu), [support@unitplus.eu](mailto: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, or 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](mailto: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 a 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](mailto:poststelle@bafin.de) or National Bank of Slovakia, Imricha Karvaša 1, 811 07 Bratislava, Slovakia.

Details on handling complaints are stated in the Complaint policy, published on the Finax's website [www.finax.eu/en/legislation](http://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 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 app(s) and their functionalities, as developed from time to time.

## LIST OF PRICES AND SERVICES

All fees as listed excluding VAT. The fees are calculated and collected from your Account each month.

1 The portfolio management fee is calculated based on the average portfolio value for the respective calendar month. The portfolio value is determined at the beginning and at the end of each month, and the average of these two values serves as the basis for the fee calculation. The fee is charged on a monthly 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](http://www.unitplus.eu).



INFORMATION SHEET ABOUT INVESTOR COMPENSATION SCHEME	
Custody Services are provided by Finax, o.c.p., a.s. and Funds and Investments held 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: <a href="mailto:gfi@garancnyfond.sk">gfi@garancnyfond.sk</a>
For more information (in particular on the types of Investments and investors covered by the protection)	Website: <a href="https://www.garancnyfond.sk/investment-guarantee-fund/">https://www.garancnyfond.sk/investment-guarantee-fund/</a>
Limitations	The protection for the Company from the Slovak Investment Guarantee Fund may be limited or unavailable in certain cases, including for companies that need to have their financial statements audited by an independent auditor, including in cases stated in Section 81 (c) (1) –(6) of the Slovak Act No. 566/2001 Coll. on Securities

	<p>(e.g. financial institutions, non-profit organizations, state organization, association of persons)</p> <p>For more information please consult  <a href="https://www.garancnyfond.sk/faq-en">https://www.garancnyfond.sk/faq-en</a></p>
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#### 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.