

GENERAL TERMS AND CONDITIONS OF THE CUSTOMER RELATIONSHIP

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I PURPOSE AND EXECUTION OF THE TERMS AND CONDITIONS

These general terms and conditions are applied, where applicable, to the customer relationship between the Customer and CapMan Wealth Services Ltd ("CWS"). These general terms and conditions form a part of the general agreement signed with the Customer and the service-specific service agreements signed in connection with it, their appendices included. In addition to these general terms and conditions, the general agreement and the service-specific service agreements, any separate agreements made with the Customer regarding special services or financial instruments shall be applied. These general terms and conditions, together with the general agreement, applicable service agreements and any separate agreements related to the services in question, form a collection of agreements (hereinafter referred to as 'the Service Agreement').

Any deviations from these general terms and conditions shall be agreed on in writing in the Service Agreements.

II GENERAL TERMS AND CONDITIONS

1. Customer data

When the Customer is signing a Service Agreement regarding the customer relationship and as the customer relationship continues, they must inform CWS of the following, among other matters: contact information and necessary documentation and customer-specific background information to know and identify the Customer and for customer classification and suitability assessment.

The Customer shall be obliged to report, in writing and without undue delay, any changes to the information mentioned above if the information is grounds for CWS's customer classification and suitability assessment, and any other changed conditions that may affect the customer relationship, such as the right to represent the Customer. If the Customer neglects their obligations to inform CWS of the data changing, CWS shall not be liable for any damage caused by this. Personal data shall be processed in accordance with data protection decrees, other legislation and CWS's data protection policies. The data protection policies are compiled in the data protection statement <https://wealth.capman.com/privacy-policy/>.

The Customer shall be entitled to receive information about the processing of personal data from CWS by requesting it by post. The data protection statement includes more detailed information about the customer's rights. Legal persons (organisational customers) shall provide the data protection statement to the persons whose data they convey to CWS. Such persons include the representatives of a legal person. The Customer data may be conveyed to companies in the same group as CWS or another company belonging to the same financial undertaking, in accordance with and within the limits of the valid regulations on data protection. Additionally, the Customer's data may be conveyed to other service providers if that is necessary to identify the Customer or provide the service in accordance with the order placed by the Customer or another service in accordance with the agreement if the Customer requests or the management of the customer account requires that other service providers be used.

2. Investment advisory services

'Financial advisory services' refer to the provision, either on the Customer's request or by a CWS portfolio manager, of individual recommendations to the Customer regarding transactions related to financial instruments. In investment advisory services, the power of decision on completing an order lies with the Customer.

The investment advisory services provided by CWS shall be defined as non-independent in accordance with the regulations, as the selection of financial instruments may be narrower than that of service providers offering independent investment advisory services. CWS may have a contractual relationship or another relationship

with providers of financial instruments, and CWS may receive sales rewards (incentives) from a third party, or an organisation within the same group. CWS shall not receive an incentive from a third party unless the payment or benefit improves the quality of the service provided to the Customer.

When providing investment advisory services, CWS shall ensure that the recommendations are suitable for the Customer. Before providing investment advisory services, the Customer shall commit to providing CWS with sufficient information about the Customer's financial status, experience and knowledge of investment, loss-absorbing capacity and investment objectives so that CWS can recommend financial instruments and services that are suitable for the Customer. Without sufficient information, CWS cannot carry out the suitability assessment and will therefore be unable to recommend financial instruments or services to the Customer. CWS shall not offer regular suitability assessments of the recommendations provided unless otherwise agreed on with the Customer.

3. Orders related to the investment advisory services

In order to enable the transmission of orders related to the investment advisory services and concerning financial instruments for completion, the Customer shall authorise CWS to open the necessary custodial and management accounts related to the investment services and provide, for their part, orders regarding the management of the investment service (investment mandate). Upon the opening of the accounts, the Customer shall also become a customer of the organisation offering custodial and settlement services (hereinafter referred to as 'the Custodian'). In addition to the terms and conditions of the CWS customer relationship, the valid terms of services of the Custodian (investment services and settlement and custodial services) shall also be applied on the customer relationship.

An 'order' refers to an order that binds the Customer and that the Customer places with CWS on the purchase or sales of financial instruments or other actions related to financial instruments.

If the Customer places an order, the Customer shall be considered as having accepted the operating principles of CWS regarding the completion of orders valid at a given time ([see the Sijoittajan tietopaketti information package for investors](https://wealth.capman.com/wp-content/uploads/2021/03/Sijoittajantietopaketti-FI.pdf)) <https://wealth.capman.com/wp-content/uploads/2021/03/Sijoittajantietopaketti-FI.pdf>.

CWS shall transmit the orders for completion based on the operating principles, market regulations and good market practices applicable at a given time. CWS shall not be obliged to accept the Customer's orders. CWS shall be entitled to refuse to accept an order, without specifying the reason, if there are grounds for suspecting the legal origin, use, terrorist financing as specified in the Criminal code or misuse of insider knowledge or other misuse of the market related to the Customer's funds included in the transaction, or if the order is otherwise in conflict with the applicable market regulations or good market conduct, or if CWS finds other special grounds for refusal. CWS shall not guarantee that the Customer's order leads to a transaction. An order may be left unrealised e.g. because the broker used by CWS will not complete the transaction or there is another unforeseeable reason that prevents the completion. The Customer shall be notified of any delays or problems related to completing the order.

The Customer is aware that CWS shall record the customer phone calls related to investment advisory services and payments and delivery instructions and that CWS may use this data for the purposes specified in the data protection statement and as proof when resolving any disputes. The Customer is aware that CWS must convey the recordings to competent authorities at the authorities' request.

The order shall be valid for a fixed time. If the order does not include a specific period of validity, it shall be valid for the day when it was placed. Where the order concerns shares in an investment fund or collective investment undertakings, the order shall be valid until it is completed.

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Purchase order

When the Customer is placing a purchase order regarding financial instruments, the following terms will apply:

Based on the mandate provided by the Customer and included in the Service Agreement, CWS shall be entitled to instruct the Custodian or another broker that completes the order to complete the purchase orders provided by the Customer.

The Customer shall ensure that the account assigned to the investment service has sufficient funds for the purchase order to be completed and for the fees related to the order to be charged by 10.00 on the value date.

The Custodian managing the Customer's custodial and management accounts shall ensure the registration measures for the purchase order that are required for the financial instruments in question to be registered on the custodial account specified in the Service Agreement.

Unless otherwise agreed, CWS shall be entitled, based on the mandate provided by the Customer and included in the Service Agreement, to instruct the Custodian to charge the trade price of the purchase order and the fees agreed on in the Service Agreement or otherwise from the Customer's account connected to the Service Agreement.

When receiving an order, CWS may also instruct the Custodian to reserve funds from the account assigned by the Customer to the service in question.

Sales order

When the Customer is placing a sales order regarding financial instruments, the following terms will apply:

Based on the mandate provided by the Customer and included in the Service Agreement, CWS shall be entitled to instruct the Custodian used by the Customer to complete the sales orders provided by the Customer.

The Custodian shall ensure the registration measures for the sales order that are required to transfer the financial instruments in question from the Customer's custodial account.

The Customer shall ensure that the financial instruments subject to the sales order are on the Customer's securities or custodial account assigned to the Service Agreement in question and that the cash account assigned to the Service Agreement has sufficient funds for the fees related to the order to be charged on the banking day prior to the value date, at the latest.

4. Portfolio management

'Portfolio management' refers to the Portfolio Manager's, i.e. CWS's, right to independently manage the Customer's Assets as agreed.

'Assets' refer to the Customer's funds and financial instruments covered by the Service Agreement, the profits, rights and receivables related to them and assets that have replaced them.

The Customer understands and accepts that CWS is not obliged to ensure the management of other assets than the Assets specified in the Service Agreement or otherwise specified by the Customer in writing, in accordance with the investment strategy agreed on and these terms and conditions, provided that CWS has an actual opportunity to manage the assets according to the agreement. CWS in itself shall not act as the custodian for the Assets, execute the transactions or carry out settlement. The Customer's funds shall be stored separate from the Portfolio Manager's own funds.

The Customer is entitled to increase or decrease the number of Assets covered by the Service Agreement without altering the agreement otherwise by informing CWS of this in writing. CWS is not obliged to accept other Assets than money as an addition to the Assets.

The Customer shall authorise CWS to independently manage the Assets on the Customer's behalf in accordance with the Service Agreement (discretionary portfolio management). The Customer shall authorise CWS to open the relevant bank accounts, securities accounts and other accounts and deposits related to the portfolio management in and under the Customer's name and to terminate the agreements related to them on behalf of the Customer. The Customer shall grant the Portfolio Manager access to the Customer's accounts and deposits covered by the Agreement. The Portfolio Manager's access and authorisation shall apply to all actions that are necessary to fulfil the obligations in accordance with the Service Agreement. The Customer shall not have access to the accounts or deposits specified above while the Agreement is in effect. CWS shall have the right to make orders that bind the Customer and to represent the Customer in all matters related to portfolio management. The proprietary rights to the Assets or their surrender value belong to the Customer.

The Customer's assets may only be refunded, without separate written instructions, to an identified offset account specified by the Customer.

On reasonable grounds, the Customer may provide orders and instructions regarding the Assets to CWS in writing. The Customer shall not be entitled to place orders with third parties regarding the Assets. The Customer understands and accepts that any special instructions may stop the executor of the orders from following the principles of completing orders, the aim of which is to achieve the best possible results for the Customer.

5. Lien

If the Customer has not paid the trade price, fees or other expenses related to the purchase order by the due date, the financial instruments subject to the Customer's order shall function as a security for the payments, fees and expenses incurred by the Custodian until the Customer has paid the receivables owed to the Custodian.

If the Customer does not have a sufficient number of financial instruments related to the sales order for completion in custody, CWS shall forward the opposite party's invoice, potentially sent to CWS by the Custodian, to the Customer who will be liable to pay the invoice to the opposite party.

In addition to the above, CWS also has a lien on financial instruments purchases, liquid funds received and other financial instruments which are on the Customer's custodial account and which CWS is entitled to as security for its receivables from the Customer potentially incurred when completing the order. CWS shall be entitled to take the necessary action to complete and retain the lien.

If the Customer does not fulfil their payment obligation or delivery obligation to CWS, CWS shall be entitled to transmit financial instruments placed in custody by the Customer to be sold in the way it sees best and at the time it sees best or undertake other arrangements/actions to complete or void the transaction. However, CWS shall primarily attempt to void the transaction. CWS is entitled to render to itself the sum that is necessary to cover CWS's receivables with interest, the compensation for work done and expenses incurred as specified in the price list, and potential currency exchange rate loss and other rate loss.

If the funds received, as specified above, do not cover the receivables of CWS, the Customer shall be liable for the difference, as specified above.

CWS shall be entitled to collect an interest on any receivables incurred because of CWS completing the order on behalf of the Customer. CWS shall be entitled to charge an interest until the receivables and accumulated interest are

paid in their entirety. The interest shall be calculated from the value date specified on the trade statement until the date on which the payment is made. The interest shall be calculated for each day for the duration of the delay based on the applicable penalty interest percentage defined in the Interest Act at a given time.

6. Restrictions regarding regions outside Finland

The legislation of some countries, such as the United States, restricts the marketing and provision of investment services to the citizens or residents of such countries. Citizens of these countries or citizens of other countries residing in these countries may face restrictions that also extend to the investment services provided by CWS. CWS shall be entitled to terminate the Service Agreement effective immediately if the Customer moves to a country subject to the restrictions. If the Customer relocates to outside Finland, they shall notify CWS of the relocation immediately.

7. Commissions and fees

For the services provided, CWS shall charge the fees and expenses defined in the customer-specific Service Agreement or agreed on separately with the Customer. In addition to fees and expenses paid to CWS, the Customer shall also be liable for the trading, custody and settlement fees and any other banking expenses charged by third parties.

8. Cancelling an order and invalidating a transaction

CWS shall be entitled to cancel the Customer's order or void a transaction made on the Customer's behalf in the same extent the marketplace in question cancels the order or voids the transaction. The same right shall apply if CWS otherwise notes that cancelling the order or invalidating the transaction is necessary because CWS, another market party or the Customer themselves have made an apparent mistake, or if the Customer has violated the law or other regulations in their order, or if the Customer has otherwise acted against good conduct on the securities market.

CWS shall not be liable to compensate for damage caused by the order provided to CWS by the Customer being forged or including otherwise erroneous information. If such an order causes damage to CWS, the Customer shall be liable to compensate CWS for this damage upon request.

If the order is cancelled or the transaction is invalidated, CWS shall inform the Customer of the matter without undue delay. If the marketplace has cancelled all orders in question due to the trading being stopped or a technical fault, CWS shall inform the Customer of this only in the case where CWS will not restart the order, which will usually be done on unchanged terms in such a case.

9. Customer complaints

The Customer shall, without undue delay, verify the trade statement or a similar statement of the order's completion and also ensure that they receive the statement in question. The Customer shall inform CWS without delay of any errors or omissions in the trade statement, or if the trade statement has not been received.

The Customer shall inform CWS, in writing and without delay, of any reminders or claims regarding financial instruments, services, agreements or the order in general, and at the latest, thirty (30) days from the transaction that led to the notification or claim in question.

If the notification or claim has not been submitted within the time limit specified above, the Customer shall lose their right to claim compensation or other measures from CWS.

III LIABILITIES OF THE PARTIES TO THE AGREEMENT

1. Confidentiality

The management and personnel of CWS, a company belonging to the same group or a company operating on behalf of CWS and persons performing duties by their order are bound by confidentiality in accordance with valid legislation regarding the orders, financial status or trade or business secrets of the Customer.

CWS shall be entitled to convey information according to valid legislation.

Upon request, CWS shall be entitled to convey data regarding the Customer to the marketplace in accordance with the applicable market regulations.

2. CWS's due diligence and suspicious business activities

The Customer shall affirm that the origin of the funds used on the financial instruments provided by CWS and left in custody does not involve suspicious or criminal elements.

If CWS notes that the structure or volume of the Customer's orders, size of the Customer's company or the location of the Customer's office differ from the ordinary or do not have an apparent financial purpose or are not consistent with the Customer's financial situation or business transactions, CWS shall, in accordance with the Act on Preventing Money Laundering and Terrorist Financing and other regulations on money laundering, perform due diligence on the Customer's reasons and purpose for using the service provided by CWS.

If CWS, after having fulfilled the due diligence duty specified above or otherwise, has reason to suspect the legal origin, funding of terrorism as specified in the Criminal Code of Finland or misuse of insider knowledge or distortion of a security exchange rate regarding the Customer's assets included in the transaction, CWS shall suspend the transaction for further clarification or refuse it and always report the matter to the Financial Intelligence Unit or another authority specified in legislation without delay and provide, upon request, this authority with all information and documents that may be relevant to review the suspicion. If CWS has reason to suspect that the market is being misused in violation of the Securities Markets Act, CWS must immediately report the matter to the Financial Supervisory Authority or another authority specified in legislation, and CWS shall not inform the Customer of the report. In this case, CWS shall only be liable for financial damage to the Customer if CWS has not performed the due diligence that can reasonably be expected from it in the circumstances in question.

3. The Customer's liability in cases of breach of agreement

The Customer shall be liable to compensate CWS for any damage caused by the Customer not fulfilling their obligations in accordance with these terms and conditions or the agreement on the financial instrument or service and the provisions therein. Such damage may include additional expenses and work caused by the breach of contract and expenses caused by an increase in the prices of financial instruments.

4. The Customer's financial liability

The Customer is aware of the risks related to investment activities and is liable for the financial results and tax consequences of their operation and investment decisions. The Customer shall be subject to this liability regardless of if CWS has carried out the suitability and relevancy assessment on the Customer or financial instrument or if the Customer is considered to have received investment advisory services for making the investment decision. The Customer is aware that an investment decision cannot be founded solely on

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marketing, marketing materials, investment research or investment advice concerning the financial instrument, but instead on the information on the financial instrument as a whole.

IV RESTRICTIONS OF LIABILITY

1. Restrictions of liability for the parties

The parties to the agreement shall not be liable for indirect damage to the other party.

Indirect damage refers to financial damage, such as damage from the loss of income, profit left unyielded, exchange rate

loss, other disruptions in the contractual relationship, claims of a third party or other damage that is difficult to foresee by CWS.

CWS shall not be liable for the actions of a third party or potential damage to the Customer caused by such actions.

CWS shall not be liable for damage caused by erroneous information received from the Customer or third parties.

CWS shall not be obliged to inform the Customer of a potential class action on a financial instrument owned by the Customer even if CWS becomes aware of such a class action.

2. Force majeure

A party shall not be liable for damage caused by force majeure.

'Force majeure' refers to an element that prevents a party from fulfilling their obligations and is unforeseeable, not possible for the party to prevent through their own actions and in a causal relation to the obligation being unfulfilled. A force majeure may be a disruption in electricity supply, communications or data systems, fire, natural disaster, earthquake, war, civil unrest or strike, lockout, or other industrial action. A party may claim force majeure only if the other party was informed of the force majeure as soon as possible or the party was otherwise aware of it. For a party to be released from responsibility, it is also required that the party has attempted to limit the damage to the other party as far as possible.

V. CHANGING, TERMINATING AND TRANSFERRING THE TERMS OF THE SERVICE AGREEMENT

1. Changing the terms and service price lists of the Service Agreement

CWS shall be entitled to unilaterally change these general terms and conditions of the customer relationship and the general CWS service price list. The changes shall enter into force from the beginning of the calendar month that starts in one (1) month from the Customer having received a written notification of the changes as specified in these general terms and conditions (section VI.1).

If the Customer does not accept the changes, the Customer shall be entitled to terminate their Service Agreement by informing CWS of the termination at least two (2) weeks prior to the changes entering into force. The termination shall become valid on the date on which the changes entered into force.

2. Termination and cancellation

The Customer shall be entitled to terminate the Service Agreement to end in five (5) calendar days from CWS receiving the notice of termination.

CWS shall be entitled to terminate the Service Agreement to end in ten (10) calendar days from CWS sending the notice of termination. If the customer is not a professional customer or an acceptable opposite party, the period of notice for CWS shall be thirty (30) calendar days. The termination shall be made in writing.

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CWS shall be entitled to terminate the Service Agreement also without separate notice of termination if the Customer has not used CWS services for a year.

The parties shall be entitled to terminate the Service Agreement without a period of notice if the other party:

i. has substantially neglected their obligations under the Service Agreement or otherwise substantially violated the terms of the Service Agreement

ii. is placed in corporate restructuring, liquidation or bankruptcy, or there are other justified grounds for suspecting that the other party has become insolvent;

Unless otherwise agreed on with the Customer, incomplete orders placed before the Service Agreement was terminated or cancelled shall be cancelled after the termination or cancellation of the Service Agreement if this is technically feasible. Completed purchase and sales orders on financial instruments shall be settled and finalised.

3. Transfer of the Service Agreement

The Service Agreement shall bind the parties and their statutory successors. The Customer shall not be entitled to transfer their rights and obligations under the Service Agreement to an outside party without consent from CWS. However, CWS may, without the Customer's consent, transfer all or some of its obligations under these terms and conditions and Service Agreements to a third party.

VII. OTHER TERMS

1. Disclosure obligation and notifications

A notification sent by CWS to the Customer as a registered letter or ordinary letter will be considered to be received within five (5) days, at the latest, if the notification was sent to the address given to CWS by the Customer.

A notification sent to the Customer via telefax, email or another means of electronic communication shall be considered to be received upon sending if the notification was sent to the number or electronic address given to CWS by the Customer. If the notification mentioned above is sent outside normal office hours, the notification shall be considered to be received at the start of the next banking day.

The notification from the Customer to CWS shall be sent to the address specified in the Service Agreement if CWS has not requested that the notification be sent to another address. The Customer's notification shall be considered to be received by CWS on the banking day on which the notification arrived at the address in question.

The Customer is aware and accepts that electronic communications involve special risks, including the message not arriving, the message being exposed to outsiders or an outsider modifying the message content. CWS shall be entitled to trust the authenticity and accuracy of electronic messages received.

2. Dispute resolution and applicable legislation

For the parts these general terms and conditions refer to legislation, the regulations that are valid at a given time shall be applied. Finnish legislation shall be applied to the Service Agreement, excluding provisions regarding the conflict of international and private laws.

Other disputes between the parties shall be resolved in the District Court of Helsinki unless the Customer is classified as a non-professional customer who is entitled to demand that the matter be processed in the general court of first instance in the jurisdiction in their place of residence.

3. Conflicts with regulations

In cases that are not mentioned in the Service Agreement, the market regulations and instructions shall prevail.

If the terms of the Service Agreement differ from the market regulations: laws, regulations based on the laws and other market regulations shall prevail.

Where these general terms and conditions and the other special service agreements, agreements on financial instruments, general agreements or service-specific service agreements between the Customer and CWS are in conflict, the other special terms on services and financial instruments shall be applied primarily, and the terms of the general agreement and service-specific agreements shall be applied secondarily. Unless otherwise agreed on in the general agreement, service-specific agreements or other agreements on special financial instruments or services, these general terms and conditions shall apply.

In any conflict between the different language versions of these terms and conditions, similarly to any conflict between the different language versions of the product-specific and service-specific terms, the terms and conditions in Finnish shall prevail.

4. Access to legal remedies outside the courts for a consumer

Where the legislation on consumer protection is applied on the contractual relationship between CWS and the Customer, the Customer shall have access to the following legal remedies outside the courts, at the minimum, regarding the contractual relationship specified:

Investment Complaints Board

The Investment Complaints Board seeks resolutions to matters that concern the application of the legislation on the securities market and the related official decrees and contract clauses, good securities trading practices and other matters related to practices with securities. The services are free of charge and available to all non-professional investors who are in a customer relationship with a bank, investment service company or fund management company that provides services. The Customer may contact the Investment Complaints Board by phone, post, telefax or email.

Contact information of the Investment Complaints Board:

Porkkalankatu 1

FI-00180 Helsinki

Telephone: +358 (0) 9 6850 120

Fax: +358 (0) 9 6850 1220

Email: info@fine.fi.

More information and detailed instructions for submitting a complaint are available at: www.fine.fi.

Consumer Disputes Board

The Consumer Disputes Board is a neutral and independent expert body whose members represent consumers and entrepreneurs in equal proportions. It may provide recommended resolutions to disputes between a consumer and entrepreneurs related to matters such as consumer services. The Consumer Disputes Board provides resolution recommendations for written complaints only.

Contact information of the Consumer Disputes Board:

Hämeentie 3

PO Box 306

FI-00531 Helsinki

Telephone: +358 (0) 29 566 5200 (exchange)

Fax: +358 (0) 29 566 5249

Email: kril@oikeus.fi.

More information and detailed instructions for submitting a complaint are available at: www.kuluttajariita.fi.

5. Contact information of CWS and the supervisory authority

CapMan Wealth Services Ltd is a Finnish investment service company that has an authorisation to offer the following investment services, in accordance with the Act on Investment Services:

- receiving and transmitting orders;
- portfolio management; and
- investment advisory services.

CapMan Wealth Services Ltd is registered in the Trade Register maintained by the Finnish Patent and Registration Office under the business ID 2467114-0.

Contact information of CapMan Wealth Services Ltd:

Ludviginkatu 6, 4th floor

FI-00130 Helsinki

Supervisory authority

The supervisory authority monitoring the operations of CWS is the Financial Supervisory authority (FIN-FSA). Contact information of the Financial Supervisory Authority (FIN-FSA):

PO Box 103, Snellmaninkatu 6,

FI-00101 Helsinki

Telephone, exchange: +358 (0) 9

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kirjaamo(at)finanssivalvonta.fi

More information:

www.finanssivalvonta.fi.