Carrera Finance
SA · LUXEMBOURG

22-24, Boulevard Royal, L-2449 Ville-Haute
official@carrera-capital.at
www.carrera-capital.at
UID LURCSL.B175289 · LEI 52990025NF4XF55YSG18

Confidential — for the addressee only

Terms of Service

Carrera Finance SA — Asset Management Agreement

Effective date: 15 January 2026 · Luxembourg

1. Subject and Scope

These Terms of Service (the "Agreement") govern the provision of asset management services by Carrera Finance SA, a company incorporated under Luxembourg law with registered office at 22-24, Boulevard Royal, L-2449 Ville-Haute, Luxembourg, UID LURCSL.B175289, LEI 52990025NF4XF55YSG18 (the "Company"), to the client (the "Client").

The Company is authorised by the Luxembourg Commission for Supervision of Financial Sector (CSSF) as a portfolio manager (independent asset manager) pursuant to Loi du 5 avril 1993 (Law of 5 April 1993), and is subject to ongoing prudential supervision by Commission de Surveillance du Secteur Financier (CSSF) (CSSF). The Company's authorisation can be verified in the public CSSF register at https://www.cssf.lu.

The Company provides portfolio management and investment services. The Company does NOT take deposits and does NOT hold Client assets itself.

2. Custody of Client Assets

Client assets are held at an independent regulated custodian bank (Julius Bär & Co. AG) in a bank account and securities account opened in the Client's own name.

The Company never takes possession of Client assets. It acts solely under a limited power of attorney that authorises management and trading instructions, but does NOT permit the withdrawal or transfer of Client assets to the Company or to third parties for the Company's benefit.

Because assets are held at a separate regulated bank in the Client's name, they remain the Client's property and are protected by the regulatory and depositor-protection framework of the custodian bank (Julius Bär & Co. AG).

3. Management Services

Depending on the mandate selected, the Company provides either discretionary portfolio management (the Company makes investment decisions within agreed guidelines) or advisory services (the Client makes the final decisions).

Investment guidelines, objectives, and risk profile are agreed in writing with the Client and may be amended by mutual agreement.

The Company executes transactions through the Client's custodian bank (Julius Bär & Co. AG) and regulated trading venues.

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4. Client Responsibilities

The Client must provide accurate information regarding identity, financial situation, investment objectives, and risk tolerance, and must notify the Company of material changes.

The Client bears all market risk. The Company does NOT guarantee any investment result, return, or the preservation of capital.

The Client must comply with all applicable laws, including anti-money laundering, tax, and securities regulations.

5. Fees and Charges

The Company charges management fees as set out in the current fee schedule, available on request. Fees are debited from the Client's account at the custodian bank (Julius Bär & Co. AG), subject to the Client's authorisation.

Third-party costs (fees of the custodian bank (Julius Bär & Co. AG), exchange fees, settlement fees, taxes, and regulatory levies) are charged by those third parties and are borne by the Client.

6. Data Protection

The Company processes Client personal data in accordance with the Loi du 1 août 2018 (GDPR implementation). Full details are set out in the Privacy Policy.

Client data is stored securely in Luxembourg and is not transferred outside Luxembourg without Client consent, except where required by law.

7. Liability

The Company is liable for damage caused by the breach of its professional duties through gross negligence or wilful misconduct.

The Company is NOT liable for: (a) market losses or investment performance; (b) the insolvency or default of the Client's custodian bank (Julius Bär & Co. AG) or of issuers of financial instruments; (c) losses resulting from events beyond the Company's control (force majeure, regulatory changes, system failures).

Professional indemnity insurance is maintained as described in the Insurance Certificate.

8. Termination

Either party may terminate this Agreement with 30 days' written notice. Upon termination, the limited power of attorney lapses and the Client retains full and direct control of the account held in the Client's name at the custodian bank (Julius Bär & Co. AG).

The Company may terminate immediately if the Client breaches AML/KYC obligations or engages in illegal activity.

9. Governing Law and Jurisdiction

This Agreement is governed by Luxembourg law. Any disputes shall be resolved by the District Court of Luxembourg, Luxembourg, subject to appeal to the Court of Cassation.

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This document is provided for information purposes only. It is not a certificate of authenticity and bears no official seal, signature or stamp. The current version and the regulatory status of the Company can be verified in the public CSSF register and on the official company website.

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