

General Terms and Conditions (GTC)

§ 1 Scope of application

1.1 Anemis GmbH (hereinafter referred to as the "Provider") is the owner and operator of the vorsorgegelder.ch service.

1.2 These GTC govern the business relationship between the provider and persons who conclude a contract with the provider for the purpose of investigating credit balances from occupational benefit schemes (hereinafter referred to as the "client").

1.3 By commissioning the Provider, the Client accepts these Terms and Conditions.

1.4 Deviating arrangements shall only apply if they have been expressly agreed in writing between the Provider and the Client.

1.5 The Provider shall be free, by written agreement with its Client, to deviate from these Terms and/or to offer Services not included in these Terms.

§ 2 object of agreement

2.1 The client instructs the provider to search for occupational pension assets that belong to him/her but are no longer known to him/her. The provider owes the client a duty to act and to carry out the task entrusted to it with due care. No success is owed. For the purpose of locating the pension assets that are no longer known, the client authorises the provider to carry out the research on his behalf.

2.2 The provider reserves the right to decide independently how to search for occupational pension assets unknown to the client.

§ 3 Conclusion of contract

3.1 The contract is concluded upon complete electronic transmission of the data via the online tool vorsorgegelder.ch. By submitting the data, the Client mandates the Provider in the sense of an assignment in accordance with Art. 394 et seq. of the Swiss Code of Obligations.

3.2 The following physical signature on the power of attorney provided to the Client authorises the Provider to act on behalf of the Client in relation to third parties.

§ 4 Duties and obligations of the client

4.1 The client is required to provide the provider with the information necessary for the execution of the order and to provide information on the facts of the case. The client shall provide the provider with all documents and information required for processing (e.g. AHV certificate, salary statements, 2nd pillar insurance certificates, statement from the individual AHV account (IK statement), other evidence, correspondence with the pension and vested benefits institutions) and shall submit new information and documents to the provider without delay and without being requested to do so. The client is responsible for the completeness and accuracy of the documents and information.

4.2 The power of attorney, which is provided to the client after the data has been transmitted in accordance with section 3.1, must be signed by the client and returned to the provider either by post or electronically. If the Client fails to comply with this obligation within 30 days, the Provider shall have the right to withdraw immediately and shall be released from any obligations.

4.3 The client is obliged to inform the provider immediately if he receives further information from the pension and vested benefits institutions or if they contact him after he has submitted the data in accordance with section 3.1.

4.4 By submitting the order via the online tool vorsorgegelder.ch, the client accepts these GTC.

4.5 By mandating the provider pursuant to section 3.1, the client agrees that until the termination or cancellation of the contract he will not mandate a third party to search for occupational pension assets pursuant to section 2.1 or to search for them independently.

§ 5 Termination of the investigation of unknown pension assets

5.1 Credit balances from occupational benefit schemes and vested benefits institutions are deemed to be known to the

client if he has notified the provider of them via the online tool and transmitted them in accordance with para. 3.1. Consequently, all pension and vested benefits institutions not notified to the provider and transmitted in accordance with para. 3.1 shall be deemed unknown to the client.

5.2 The investigation shall be deemed to have been successfully completed if unidentified credit balances from the occupational benefit scheme pursuant to para. 5.1 have been found.

5.3 The search shall be deemed to have been unsuccessful if no unknown credit balances from the occupational benefit scheme pursuant to para. 5.1 were found.

5.4 In principle, the investigation shall be deemed to be completed as soon as all information from the client and the pension assets reported to the 2nd Pillar Central Office has been followed up and the client has been notified in writing of the result of the investigation.

5.5 The provider may discontinue the investigations at any time as soon as it considers the discovery of unknown pension assets in accordance with Clause 5.1 to be futile.

§ 6 Compensation

6.1 If unknown pension assets are successfully located in accordance with section 5.1, the provider shall receive a success fee of 5.00 % (incl. VAT). The fee shall be charged exclusively on the amount of the unknown assets found in accordance with Clause 5.1. The provider reserves the right to round up the compensation in the case of centime amounts. The compensation will be invoiced by the Provider. However, the client also has the option of settling the entire success fee or only part of it with his pension assets. For this purpose, the pension assets found must be transferred to a vested benefits institution specified by the provider.

6.2 The provider's success fee claim shall also exist if the client has negligently failed to disclose pension assets already known to him in accordance with section 3.1 or finds them independently after the provider has been instructed to do so.

6.3 If the Provider's efforts to investigate are unsuccessful, the Client shall not incur any costs.

§ 7 To render an account

7.1 The Provider is not required to account to the Client for the efforts made.

§ 8 Data protection

The data protection declaration is an integral part of these GTC and can be accessed at any time on vorsorgegelder.ch under the heading Data Protection.

§ 9 Legal

9.1 Severability clause

Should individual terms of the GTC including these rules be or become invalid in whole or in part, the validity of the remaining terms or parts of such terms shall remain unaffected. Instead of the ineffective or missing provisions, the respective statutory provisions shall apply.

9.2 Multilingualism

These GTC are available in several languages. The German-language version takes precedence.

9.3 Applicable law and place of jurisdiction

Swiss law shall apply to the contractual relationship and the resulting legal effects between the Provider and the Client. The place of jurisdiction for all disputes arising from the contractual relationship between the provider and the customer is Zug, Switzerland.

Status of GTC: 1. January 2021

vorsorgegelder.ch

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