

## GTC YAPINI

### 1. SUBJECT MATTER OF THE CONTRACT

When using the YAPSTER account, the user of YAPEAL services ("YAPSTER") has the option of opening and managing a child/youth account ("YAPINI account") via the "YAPINI" feature.

### 2. SCOPE AND APPLICABLE PROVISIONS

These terms and conditions (hereinafter "GTC YAPINI") govern the applicable principles as well as the rights and obligations between the opener of the YAPINI account ("SPONSOR") and YAPEAL AG, Max-Högger-Strasse 6, 8048 Zurich (hereinafter: YAPEAL), an institution directly subject to the supervision of the Swiss Financial Market Supervisory Authority (FINMA), or between the minor ("YAPINI"), his/her legal representative(s) and YAPEAL. In the following, YAPEAL assumes that, in the case of parents of a YAPINI, actions or declarations of a legal representative are made with the consent of the other legal representative.

Special written agreements take precedence.

The SPONSOR acknowledges and accepts that **these conditions apply in** relation to the opening of the YAPINI account.

**The YAPINI and its legal representative accept that the following provisions apply to the contractual relationship between the YAPINI and YAPEAL:**

- these **GTC YAPINI**, insofar as rights and obligations of YAPINI are affected;
- the General Terms and Conditions YAPSTER Relationship (**GTC YAPSTER Relationship**);
- the General Terms and Conditions for the YAPSTER Account (**GTC YAPSTER Account**);
- the privacy policy (**DSE YAPEAL**);
- the General Terms and Conditions YAPEAL Debit Card (**GTC YAPEAL Debit Card**);
- depending on the product selected: the General Terms and Conditions YAPEAL Google Pay (**GTC Google Pay**), the General Terms and Conditions YAPEAL Apple Pay (**GTC Apple Pay**) or the General Terms and Conditions YAPEAL Samsung Pay (**GTC Samsung Pay**);
- depending on the product selected: the YAPEAL eBill (**YeGB**) terms and conditions.

Insofar as the contractual relationship between YAPEAL and YAPINI is concerned, the contractual documents listed above and the provisions contained therein, in particular regarding the rights and obligations of the YAPSTER (documents b-g) vis-à-vis YAPEAL, shall apply analogously to the YAPINI.

**The account relationship between YAPINI and YAPEAL is only established when a legal representative of YAPINI agrees to these terms and conditions and the documents listed in section 2 as part of the YAPINI opening or registration process, all necessary information in accordance with section 4 has been provided in full and the usual compliance checks for business relationships have been successfully completed.**

### 3. YAPINI-ACCOUNT

The YAPINI account is an account for young people and children from the age of 7 in the name of the minor (YAPINI). The SPONSOR opens the account in favor of the YAPINI and transfers an initial payment to the YAPINI account. The YAPINI is entitled to the account balance in full. The YAPINI is the beneficiary of the account relationship. The YAPINI account is technically linked to that of the SPONSOR. The SPONSOR determines the extent to which the YAPINI can dispose of his assets. The SPONSOR has the right to flexibly adjust the YAPINI's management rights according to his needs using the control options available in the YAPEAL frontends and in accordance with the following provisions.

### 4. CUSTOMER INFORMATION

#### 4.1. In general

The SPONSOR is the person who opens the YAPINI account. He provides YAPEAL with all information about the YAPINI required for opening an account for the registration process.

The SPONSOR is obliged to provide YAPEAL with correct and complete information about the YAPINI and its legal representatives or its relationship to the YAPINI, including surname, first name, address, domicile, tax residency, nationality. **YAPEAL must be informed immediately of any changes to this personal information.**

YAPEAL reserves the right to refuse or terminate business relationships if this is necessary to comply with legal, contractual or business policy provisions, to exercise due business care or to ensure proper business conduct.

#### 4.2. US Foreign Account Tax Compliance Act (FATCA)

The legal representative of the YAPINI must disclose to YAPEAL the status of the YAPINI as a US person (e.g. due to a US domicile, a US nationality, a so-called green card or a longer stay in the USA) or document the status as a

non-US person at the request of YAPEAL and inform YAPEAL immediately of any changes to the US status of the YAPINI.

#### 4.3. Automatic exchange of information (AEOI)

The legal representative is obliged to inform YAPEAL of the tax residency of the YAPINI or to document this at the request of YAPEAL and to inform YAPEAL immediately of any changes.

### 5. CONTROL RIGHTS OF THE SPONSOR

The SPONSOR has the right to view all account information and transactions and to determine the YAPINI's rights of disposal over the account balance. Depending on current needs, the SPONSOR can extend or restrict the YAPINI's authorizations within the scope of the functions available in the YAPEAL front ends.

### 6. RIGHT OF DISPOSAL

**The SPONSOR acknowledges and accepts that the legal representatives represent YAPINI in business transactions. Until they reach the age of majority, the legal representatives specified when the account is opened are therefore also authorized to dispose of the account balance (child's assets) individually to the extent permitted by law and to view all information in connection with the YAPINI Account.**

The legal representative of the YAPINI acknowledges and accepts that he/she alone is responsible for disposing of the child's assets only to the extent permitted by law. If the permitted powers of disposal are exceeded, the legal representative may be liable to pay compensation to the YAPINI.

The SPONSOR, who is not also the legal representative of the YAPINI, expressly and irrevocably waives the right to dispose of or withdraw, in whole or in part, any funds that he has deposited in the account for the benefit of the YAPINI.

### 7. TERMINATION

The YAPINI account can be terminated at any time (see Section 22 GTC YAPSTER Relationship). Until the YAPINI reaches the age of majority, the legal representatives of the YAPINI deposited with YAPEAL are each individually entitled to the right of termination.

**YAPEAL also reserves the right to terminate the business relationship with the YAPINI, to block or restrict the YAPINI's access to YAPEAL services if the business relationship with the SPONSOR is terminated or the corresponding YAPEAL services are restricted or blocked.**

### 8. COMMUNICATIONS AND COMMUNICATION

In the relationship between YAPEAL and the YAPINI, the provisions on the rights and obligations of the YAPSTER contained in Section 4 of the GTC YAPSTER Relationship shall apply analogously to the YAPINI.

Complaints must be made in accordance with the GTC YAPSTER Relationship.

### 9. FEES

The currently valid conditions can be viewed in the current lists and product information sheets on the YAPEAL website [[www.yapeal.ch](http://www.yapeal.ch)].

YAPEAL may change these conditions at any time and will notify the YAPINI and the legal representatives deposited with YAPEAL in an appropriate manner. If the YAPINI's legal representative does not object to the new conditions within 14 days of them coming into force, the changes shall be deemed to have been approved.

### 10. FULL YEAR

Upon reaching the age of majority, the YAPINI account will be transferred to a YAPSTER account. Unless the legal representative instructs YAPEAL otherwise before the YAPINI reaches the age of majority, the YAPINI has full right of disposal over the account balance upon reaching the age of majority. All control and inspection rights of the SPONSOR shall cease and the legal representative's rights of disposal shall lapse.

### 11. DUTY OF CARE AND EXCLUSION OF LIABILITY

**YAPEAL accounts for and manages the assets of YAPINIS with the care customary in the business.**

**YAPEAL excludes its liability to the extent permitted by law: YAPEAL's liability for its own conduct and for the conduct of its employees and auxiliary persons or vicarious agents is limited to intent or gross negligence. Any further liability is excluded. In the event of gross negligence, liability shall be limited to the amount of typical and foreseeable damage. The YAPINI has no claim for damages due to a defect existing at the time of conclusion of the contract or occurring later due to an event beyond the control of YAPEAL. In particular, YAPEAL is not responsible and rejects any liability if the legal representative exceeds or abuses his powers of disposal over the child's assets.**

**In all other respects, the exclusions of liability in the contractual provisions listed in Clause 2 shall apply.**