

LUXEMBOURG FINANCIAL STRUCTURE

# General Terms and Conditions

Carrera Finance SA

AS OF JANUARY 2025

## § 1 Scope of Application

These General Terms and Conditions (hereinafter "GTC") govern all business relationships between Carrera Finance SA, a *Société Anonyme* incorporated under Luxembourg law with registered office at 22 Boulevard Royal, L-2449 Luxembourg, registered with the *Registre de Commerce et des Sociétés* under number B175289 (hereinafter "Company"), and its clients (hereinafter "Client" or "Investor").

By opening an account with the Company or using the services provided by the Company, the Client agrees to these GTC.

The Company acts in accordance with the Luxembourg law of 22 March 2004 on securitisation (*Loi relative à la titrisation*) and the relevant EU regulations and directives.

## § 2 Services

The Company offers the following financial services:

- Management and custody of assets (securities, equities, crypto-assets)
- Access to a proprietary trading terminal for real-time trading
- Investment advisory and portfolio management
- Fixed-term and deposit products with guaranteed or variable returns
- Securitisation instruments (ABS/RMBS) pursuant to the Luxembourg Securitisation Law
- Cryptocurrency management via integrated digital wallets

All services are rendered in compliance with Directive 2014/65/EU (MiFID II) and Regulation (EU) No. 600/2014 (MiFIR) to the extent applicable to the Company's business activities.

## § 3 Account Opening and Identification (KYC)

Opening a client account requires the full identification of the Client in accordance with applicable anti-money laundering (AML) regulations and Know-Your-Customer (KYC) guidelines.

Identification is carried out pursuant to:

- Directive (EU) 2015/849 (4th Anti-Money Laundering Directive) as amended by Directive (EU) 2018/843 (5th AMLD)
- Luxembourg law of 12 November 2004 on combating money laundering and terrorist financing, as last amended
- CSSF circulars and guidelines on client identification

The Client is obliged to provide truthful and complete information and to update it immediately upon any change. The Company reserves the right to decline an account opening without stating reasons.

Under enhanced due diligence (EDD) requirements, the Company may request additional information and documentation, in particular for:

- Politically Exposed Persons (PEPs) pursuant to Art. 3(9) of Directive (EU) 2015/849
- Business relationships with an elevated risk profile
- Transactions exceeding the threshold of EUR 15,000

#### § 4 Deposits and Withdrawals

Deposits are made exclusively by bank transfer to the account details individually communicated to the Client. Bank details are provided to the Client personally by e-mail and are additionally accessible in the personal profile under account information.

Withdrawals are transferred to the reference account registered by the Client. The processing period is generally 1–3 business days. The Company reserves the right to carry out additional security checks in the event of unusual transactions.

All transactions are processed in accordance with the requirements of Regulation (EU) 2015/847 (Wire Transfer Regulation), including the recording and transmission of information on the originator and beneficiary.

#### § 5 Fees and Costs

The applicable fees and costs are communicated transparently to the Client upon conclusion of the contract and are available at any time via the Trading Terminal or upon request. Changes to the fee structure are communicated to the Client in writing at least 30 days before taking effect.

Fee transparency complies with the requirements of the MiFID II Directive regarding disclosure of costs and charges to investors.

#### § 6 Capital Protection and Insurance

**Capital Insurance:** Client deposits are insured in accordance with the Company's internal standards and banking practices up to a sum of EUR 500,000 per client. This protection is guaranteed by the Company and the legal framework in accordance with the Company's official, publicly accessible turnover.

On individual request, the insured amount can be increased beyond the standard amount. To do so, please contact your personal advisor or write to [official@carrera-finance.com](mailto:official@carrera-finance.com).

The segregation of client funds from the Company's own assets is carried out pursuant to Art. 62 of Directive 2014/65/EU (MiFID II) and Commission Delegated Directive (EU) 2017/593.

## § 7 Anti-Money Laundering and Counter-Terrorist Financing Obligations (AML/CFT)

The Company is subject to Luxembourg and European regulations on combating money laundering and terrorist financing and implements these consistently:

- **Suspicious Transaction Reports:** If money laundering or terrorist financing is suspected, the Company is obliged to submit a Suspicious Transaction Report (STR) to the *Cellule de Renseignement Financier* (CRF Luxembourg).
- **Transaction Monitoring:** All client transactions are continuously monitored for unusual patterns.
- **Sanctions List Screening:** The Company regularly checks clients and transaction counterparties against international sanctions lists (EU, UN, OFAC).
- **Record-Keeping Obligations:** All KYC documentation and transaction data are retained for at least five years after termination of the business relationship pursuant to Art. 40 of Directive (EU) 2015/849.

## § 8 Regulatory Supervision and Compliance

Carrera Finance SA operates within the regulatory framework of the Grand Duchy of Luxembourg:

- **Registre de Commerce et des Sociétés (RCS):** The Company is registered under B175289 and is subject to the disclosure obligations of Luxembourg commercial law.
- **Commission de Surveillance du Secteur Financier (CSSF):** As a financial company, the Company operates in compliance with the regulatory requirements of the CSSF, the Luxembourg financial supervisory authority.
- **LEI Registration:** The Legal Entity Identifier 52990025NF4XF55YSG18 ensures the international identifiability of the Company in the financial system pursuant to Regulation (EU) No. 648/2012 (EMIR).
- **EU Securitisation Regulation:** The Company acts in conformity with Regulation (EU) 2017/2402 establishing a general framework for securitisation.

## § 9 Liability

The Company is liable for damages caused by intentional or grossly negligent acts of its employees. The Company accepts no liability for damages arising from force majeure, third-party system failures, market risks, or regulatory measures.

The Company is not liable for losses resulting from investment decisions made by the Client independently and without an express recommendation from the Company.

## § 10 Data Protection

The processing of personal data is carried out pursuant to Regulation (EU) 2016/679 (General Data Protection Regulation — GDPR) and the Luxembourg law of 1 August 2018 on the organisation of the *Commission Nationale pour la Protection des Données*. Further details are governed by our separate Privacy Policy.

## § 11 Complaints Management

Clients have the right to submit complaints in writing or by e-mail. The Company acknowledges receipt within 10 business days and endeavours to find a resolution within 30 business days. Should no agreed solution be reached, the Client may refer the matter to the CSSF as an out-of-court dispute resolution body.

## § 12 Termination

The Client may terminate the contractual relationship in writing at any time. The Company shall transfer the remaining balance to the Client's reference account after settlement of all open positions.

The Company may terminate the contractual relationship with 30 days' notice.

## § 13 Governing Law and Jurisdiction

The law of the Grand Duchy of Luxembourg applies. The place of jurisdiction for all disputes arising from this contractual relationship is Luxembourg. For consumer disputes, the mandatory provisions of Regulation (EU) No. 1215/2012 (Brussels Ia Regulation) apply.

## § 14 Final Provisions

Should individual provisions of these GTC be or become invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a rule that comes closest to the economic purpose of the invalid provision.

The Company reserves the right to amend these GTC at any time. Amendments will be communicated to the Client in writing at least 30 days before taking effect.

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| COMPANY | <b>Carrera Finance SA</b>                    |
| ADDRESS | <b>22 Boulevard Royal, L-2449 Luxembourg</b> |
| RCS     | <b>B175289</b>                               |
| LEI     | <b>52990025NF4XF55YSG18</b>                  |
| E-MAIL  | <b>official@carrera-finance.com</b>          |

**WEBSITE** [www.carrera-finance.com](http://www.carrera-finance.com)

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**VERSION** **As of January 2025**

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