

General Terms and Conditions of Trade (AHB)



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1. General provisions

1.1 Scope of the AHB

These General Terms and Conditions of Commerce (AHB) apply to all business areas of JTP Active Invest AG, regardless of whether the contract is concluded online via the webshop, in person on site or within the framework of written agreements. They include all business activities in the fields of art, real estate, precious metals and innovation projects, as well as all related services, licensing agreements and commission agreements.

The AHB apply to end customers as well as to business partners, sales partners and investors, unless deviating individual regulations have been expressly agreed in writing.

1.2 Purpose of the company and fields of activity

JTP Active Invest AG pursues the acquisition, management and marketing of works of art, real estate, precious metals and innovation projects as its corporate purpose. This includes, in particular:

- The trade in and licensing of original artworks and digital reproductions.
- The management and sale of real estate to secure and increase assets.
- The trade in precious metals as well as the minting and distribution of own coins with art motifs.
- Participation in innovative projects and partnerships with a focus on investments in the future.

In addition, JTP Active Invest AG offers consulting and brokerage services within the framework of its portfolios.

1.3 Validity of TC and priority of individual agreements

These TCAs are binding for all contracts, unless special provisions have been agreed in writing. Individual agreements that deviate from the TCA take precedence, provided that they are explicitly defined and documented between the contracting parties.

If individual agreements do not contain provisions on certain facts, the provisions of these TCAs shall apply in addition.

1.4 Communication and Announcement of Changes

Changes or additions to these GTC shall be communicated to the contracting parties in writing or electronically at least 30 days before they come into force.

- For sales partners, the announcement is made via the partner portal.

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- For end customers and licensees, the publication takes place on the website of JTP Active Invest AG, via the customer portal or optionally by e-mail.

If no objection is received within the 30-day period, the amended AHB are deemed to have been accepted. An objection has no retroactive effect, but only affects future contracts.

1.5 Language and legal basis

The AHB are written in German. In the case of foreign-language translations, the German version is decisive in case of doubt.

The AHB and all contracts are governed exclusively by the laws of Switzerland, to the exclusion of private international law and international conventions such as the United Nations Convention on Contracts for the International Sale of Goods (CISG).

1.6 Place of jurisdiction and applicable law

For all disputes arising from or in connection with these GTC, the place of jurisdiction is the registered office of JTP Active Invest AG in Sursee, Switzerland.

JTP Active Invest AG reserves the right to file lawsuits at the place of residence or registered office of the contractual partner.

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2. Business Areas and Subject Matter

2.1 Art and License Management

2.1.1 Acquisition and Use of Works of Art and Sketches

The purchase of artworks and sketches takes place exclusively through authorized channels of JTP Active Invest AG, such as the webshop, events, galleries or through direct contractual agreements.

Artworks and sketches are sold as physical originals or as digital reproductions.

The acquisition of a physical artwork (original) merely transfers ownership of the physical representation. The copyright and all associated exploitation rights remain with JTP Active Invest AG or the artist.

Restrictions

The acquisition of an original work of art does not include any commercial use of the motifs, unless a separate license agreement is concluded.

The buyer is obliged to protect the works from unauthorized access and reproduction.

2.1.2 License agreements (private and business use)

The licenses are generally intended for business and private purposes, but differ in data quality and usage size:

- License I A (CHF 350.-): Use limited to a maximum size of 40 cm x 40 cm, suitable for smaller items such as T-shirts, mugs, cans, brooches, small items of all kinds, etc.
- License I B (CHF 850.-): Full data release for professional use, also for large-format applications such as car designs, exhibition stands or house facades, etc.

Both licenses allow use for advertising, branding, print products and digital presentations.

For each use, the reference "**by Joe Muczka jr.**" must be affixed.

Duration of license use

The licenses I A and I B are each valid for a term of one year.

Unlimited use (max. 99 years) is only possible within the framework of License II, which is regulated separately by contract.

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2.1.3 Use of digital content (file formats and quality standards)

Digital content is made available in different formats and quality levels:

- License I A: JPG files up to a maximum of 500 KB file size.
- License I B: TIV image files with maximum resolution and vector formats (*.ai, *.eps, *.pdf, *.svg).

Note: Both license types can be used for business purposes. The difference lies in the data quality and the maximum output size.

Special regulations

Changes or manipulations of the image files without the written consent of JTP Active Invest AG are not permitted.

A watermark is applied to digital preview files and removed after payment.

2.1.4 Obligation to label ("by Joe Muczka jr.")

Each time it is used, the note **"by Joe Muczka jr."** into the design.

Templates and design examples are provided to licensees.

The labelling obligation applies regardless of the area of application (e.g. T-shirts, mugs, cars). There are no exceptions to this rule: violation of this labelling obligation will lead to measures in accordance with the compensation regulations and contractual consequences in the event of non-compliance (see Section 8).

2.1.5 Prohibition of Disclosure and License Transferability

Licenses and rights of use may not be passed on or sold without the express consent of JTP Active Invest AG.

Unlawful distribution or use will result in the immediate invalidity of the license and the loss of all rights under the license agreement.

JTP Active Invest AG reserves the right to initiate measures in accordance with the compensation regulations and contractual consequences in the event of non-compliance (see Section 8).

Special

In the event of the sale of a company that uses licensed content, JTP Active Invest AG must be informed in writing of the change of ownership (e-mail is sufficient). A transfer of the license to

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the new owner requires separate approval.

2.1.6 Introductory offer: Donation of physical works of art as part of the investment

During the market launch phase of JTP Active Invest AG as the exclusive representative of JMJ-Art, buyers receive additional physical works of art as a gift in the same total value of the original investment, which is regulated by an additional agreement.

This introductory offer is valid for a limited time and is used by JTP Active Invest AG as a strategic measure to promote the awareness of the artworks of Joe Muczka jr. implemented.

After the introductory phase has expired, JTP Active Invest AG reserves the right to discontinue or modify these gifts.

The donated works of art are handed over as originals, signed by hand and numbered.

2.1.7 Uploading the digital images of the donated works of art to the blockchain exchange

The digital images of the donated works of art will be placed on a blockchain exchange by JTP Active Invest AG and offered there at a value of 3.5 times the original donation.

Physical ownership of the donated artworks remains with the buyer until a sale of the NFT has taken place on the blockchain exchange.

Should the blockchain exchange collapse or operations are permanently suspended, the physical artworks will remain the property of the original buyers, preserving their tangible value.

JTP Active Invest AG takes full responsibility for all NFTs originally posted by JMJ-Art s.r.o. Former customers of JMJ-Art s.r.o. will be fully integrated into the support system of JTP Active Invest AG.

2.1.8 Buyback option by JTP Active Invest AG on sale of NFTs

In the event of a successful sale of the NFTs on the blockchain exchange, JTP Active Invest AG will buy back the donated physical artworks from the original buyer in accordance with the contractual terms of the additional agreement.

The buyback will be carried out exclusively on the terms set out in the supplementary agreement and is not dependent on current market price fluctuations.

The payment to the buyer will be made at the same time as the physical artworks are returned.

The contractually stipulated surrender amount always applies.

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2.1.9 Profit sharing when selling an NFT and handing over the physical works

The profit from the sale of an NFT on the blockchain exchange will be split between the original buyer and JTP Active Invest AG in accordance with the terms of the supplementary agreement:

- 60% of the profit goes to the original buyer of the artwork.
- 40% of the profit remains with JTP Active Invest AG.

This split is made after deducting any transaction costs incurred by using the blockchain platform.

It is expressly stipulated that all disbursements and settlements will be made within the framework of the additional agreement signed with the clients.

2.1.10 Transfer of ownership and completion of the transaction

With the sale of the NFT, ownership of the physical artworks passes to the buyer of the NFT.

The new buyer receives a certificate of authenticity, signed by the artist, which serves as official proof of the authenticity of the artwork.

The transfer of ownership is confirmed by the following documents:

- Contract of sale
- Receipt
- Takeover protocol
- Addendum and Appendix
- Certificate of Authenticity

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2.2 Real estate business

2.2.1 Acquisition and management of real estate projects

JTP Active Invest AG acquires and manages real estate projects for asset protection and growth. This includes residential real estate, commercial real estate and land.

The acquisition will be carried out either directly by JTP Active Invest AG or in the form of investments in real estate funds and project developments.

All real estate projects are subject to regular valuations and reports to monitor performance and profitability.

The administration includes:

- Maintenance measures to preserve value.
- Operational cost management to control costs.
- Monitoring of rental income in the case of rented properties.

Special regulation

The selection of real estate projects is made according to strict criteria regarding location, quality and future potential in order to ensure the highest level of security for investors.

2.2.2 Regulations on rental and lease agreements

For rented properties, rental and lease agreements are concluded in accordance with the legal provisions and the internal guidelines of JTP Active Invest AG.

Leases include provisions on:

- Rent and ancillary costs
- Rental period (temporary or indefinite)
- Notice periods and extension options

Standard market deadlines and adjustment clauses apply for rent adjustments due to inflation or modernization measures.

Lease agreements are concluded with priority in the use of agricultural or commercial land.

Obligations of tenants and lessees

The properties must be used in accordance with the contract and kept in proper condition.

Subletting and changes of use require the written consent of JTP Active Invest AG.

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Obligations of JTP Active Invest AG



Ensuring the usability of the property.

Carrying out necessary repairs and repairs in accordance with contractual regulations.

2.2.3 Asset protection through real estate investments

In the portfolio of JTP Active Invest AG, real estate is used specifically as a stabilising form of investment in order to compensate for fluctuations in value in other business areas.

The strategy of asset protection through real estate includes:

- The preservation and long-term increase of the market value of the properties.
- Securing regular income from rental income.
- The diversification of the real estate portfolio according to location, use and income profile.

Special

In the case of real estate acquired as part of a joint investment (e.g. via funds), supplementary regulations apply that are set out in the respective participation agreement.

2.2.4 Return rights and cancellation options

Direct investments in real estate are usually not subject to redemption rights, as real estate is considered a long-term investment.

A reversal of real estate purchases is only possible within the framework of contractually agreed withdrawal clauses or in cases provided for by law (e.g. withdrawal due to significant defects).

In the case of investments in real estate projects, rights of return apply in accordance with the provisions of the participation agreements and company law.

Termination options for tenants and investors

Leases can be terminated by both parties in accordance with the agreed notice periods.

Investors in fund projects can only terminate their participation at specified notice and redemption periods that are contractually regulated.

Extraordinary terminations are permissible if there are serious reasons such as gross breaches of contract or insolvencies.

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2.3 Precious metals and tangible assets

2.3.1 Acquisition of precious metals (gold, silver, coins) for asset protection

JTP Active Invest AG mainly acquires precious metals such as gold, silver and platinum for its own asset protection and for the long-term stabilisation of its portfolio.

In addition, JTP Active Invest AG mints its own coins with exclusive art motifs in cooperation with a specialized refinery, which serve both as investment products and as collector's items.

These coins and medals are provided with unique art motifs and produced as limited series.

Hint

The sale of these specially minted coins takes place exclusively through JTP Active Invest AG and authorized sales partners.

The pricing of the coins is not based exclusively on the current price of the precious metal, but also takes into account the artistic value.

Standardised bars and coins from the public precious metal trade are not offered.

Feature

Customers who want to cash out their investments have the option of receiving physical precious metals from the specially produced series.

2.3.2 Regulations for the minting and distribution of own coins

JTP Active Invest AG plans and sells exclusive coins and medals with artistic motifs that serve as collector's and investment coins.

All coins are limited editions and come with a consecutive serial number and a certificate of authenticity.

Sales are carried out via the webshop, sales partner portals and exclusive events (e.g. vernissages).

Pre-orders and reservations for special editions are possible and are subject to separate contractual conditions.

2.3.3 Buyback Regulations and Deadlines

A repurchase will only take place in the case of specially minted coins and only after prior individual agreement.

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The repurchase price is not determined exclusively on the basis of the current precious metal price, but is prepared as an individual offer taking into account the artistic value.

Buyback requests must be submitted in writing and will be reviewed and responded to within 14 days.

JTP Active Invest AG may reject any buyback without justification, unless an individual agreement exists.

Exemptions from buyback

Precious metals or coins without a certificate of authenticity or with visible damage will not be returned.

Personalized pieces are excluded from repurchase unless an individual agreement has been made.

2.3.4 Storage and security of precious metals

JTP Active Invest AG stores exclusively its own precious metals and minted coins in its own high-security depots.

Customers have no option of storing or storing their purchased precious metals in these depots.

Security

Preventive detention includes regular inventory checks, documentation and internal reports for board members and shareholders.

Access to the custody accounts is only permitted to members of the Board of Directors.

Coverage

Investors receive an overview of relevant developments in their investments annually or upon explicit request, but no separate asset report on the holdings of proprietary precious metals.

Hint

Customers only receive the regular statements and reports on their shareholdings, as is customary for stock corporations.

2.4 Innovation projects

2.4.1 Participation in special projects and new business models

JTP Active Invest AG actively participates in special projects and develops new business models in order to open up innovative markets and create added value for investors.

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Special projects may include, but are not limited to, digital art projects, sustainable investments, exclusive product lines (e.g., art coins), and research initiatives.

Investors and partners can participate in selected innovation projects, provided that they are open to external participation.

Forms of participation

Direct investments: Financing of a project through equity participation.

Project-related financing: Provision of project-related capital with defined returns.

Co-investments: Joint investments with other strategic partners and investors.

Transparency and communication

For each special project, a detailed project description is created, which includes objective, duration, financing and expected returns.

JTP Active Invest AG regularly informs about progress and important milestones in the projects.

Upon completion of the project, investors will receive a statement of income and a final project report.

2.4.2 Partnerships and investments

To implement innovation projects, JTP Active Invest AG cooperates with external partners, including companies, artists, institutions and strategic investors.

Partnerships can be financial (e.g. equity investments) or operational (e.g. joint development and commercialisation).

Contractual basis

Partnerships and investments are governed by specific cooperation or participation agreements, which include:

- Distribution of profits and losses: Clear regulation of financial participation in profits or losses.
- Exploitation rights: Determination of the rights to use, market and exploit the results of the project.
- Opt-out clauses: Agreements on terms and deadlines under which a partnership or investment can be terminated.

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Exclusive investment opportunities



In certain cases, strategic partners and shareholders are given the opportunity to participate in projects before they are opened up to external investors.

Such exclusive investments are usually associated with preferential profit sharing and may include special conditions.

2.4.3 Project responsibility and exploitation of project results

JTP Active Invest AG bears overall responsibility for the implementation and management of the innovation projects. This includes planning, organisation and implementation.

The results of the project, whether in the form of products, concepts or intellectual property, are subject to the provisions of the section "3. Protection of intellectual property and copyrights".

The project results are exploited through the sale, licensing or strategic use of the results in other projects.

Obligations of the partners

Project partners are obliged to provide their agreed services on time and in full.

Any changes in the course of the project caused by a partner must be reported to JTP Active Invest AG immediately and require written approval.

Settlement and distribution of results:

The project results are invoiced in accordance with the contractually agreed modalities and participation keys.

Profits from projects are distributed to all participants after deduction of project costs.

2.4.4 Loans secured by real estate

As part of its innovation and investment strategy, JTP Active Invest AG can grant loans that are secured by real estate. These loans are used to finance projects or the growth of companies and are granted exclusively against valuable collateral whose market value exceeds the loan amount.

The granting of these loans is subject to strict internal guidelines and a comprehensive credit check of the borrowers. The conditions, including terms, interest rates and repayment modalities, are set out individually in the contract.

To ensure financial stability and transparency, collateral is continuously assessed and repayment periods are monitored in a documented manner. The processing and management of the loans is

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subject to the internal processes for financial and risk control, with regular reports on traceability and compliance with the agreements."

2.4.5 Projects for the production and refinement of exclusive products

As part of its innovation portfolio, JTP Active Invest AG can carry out projects for the production, refinement and marketing of exclusive products. These projects cover the entire value chain – from the procurement of high-quality raw materials and processing to the production and distribution of limited collector's editions.

The implementation of such projects is subject to clear internal guidelines that ensure careful monitoring and quality control of the production processes. To maintain exclusivity, these products are registered and documented as limited editions.

Projects are managed through the company's own reporting system. Sales are carried out via its own channels, such as exclusive events and sales partner portals. Each project is implemented in accordance with the internal guidelines for production and sales management and is subject to comprehensive audits to ensure the protection of intellectual property and compliance with all quality standards.

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3. Protection of intellectual property and copyrights

3.1 General provisions on the protection of intellectual property

All content, products and concepts of JTP Active Invest AG, including artworks, sketches, digital content, designs, technical developments, trademarks and logos, are protected by copyright.

The protection covers both physical works (e.g. paintings, sculptures) and digital content (e.g. vector files, NFTs, digital certificates).

The copyright always remains with JTP Active Invest AG or the respective artist, unless a written transfer of the rights has been agreed.

3.2 Regulations for the use of protected content

Contractual partners may only use protected content within the framework of the agreed use (e.g. licenses or purchase agreements).

Any use beyond the contractually stipulated framework requires written approval by JTP Active Invest AG.

It is prohibited to reproduce, modify or distribute protected content, unless this has been expressly permitted by contract.

3.3 Special regulations for digital content

Digital content (e.g., vector files, NFTs) is provided with security features such as watermarks and digital signatures. These will be removed after full payment and handover.

Digital content is accessed exclusively via the authorised portals and platforms of JTP Active Invest AG.

3.4 Non-Disclosure and Protection Agreements

3.4.1 Scope of Non-Disclosure and Protection Agreements

The obligation to maintain secrecy and protect protected content extends to:

- Employees and internal contractual partners of JTP Active Invest AG.
- Employees of external service providers, e.g. operators of hardware and software solutions, IT support companies and consulting firms.
- Any other business partners who gain access to sensitive information and data.

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3.4.2 Confidentiality obligation for external service providers

External service providers and their employees who have access to systems or data of JTP Active Invest AG are obliged to sign a comprehensive non-disclosure agreement (NDA) before starting their activities.

This non-disclosure agreement includes:

- The protection of trade secrets, data and intellectual property.
- The prohibition of passing on, reproducing or using data without authorisation.
- The obligation to implement technical and organizational measures to protect data.

3.4.3 Obligation to return and delete data

After termination of the cooperation with an external service provider, licensee or other partners, all data provided by JTP Active Invest AG must be returned immediately or securely deleted.

A written confirmation of the complete deletion or return of the data must be provided by the service provider, licensee or partner.

3.5 Data and system safeguards

JTP Active Invest AG uses technical and organisational measures to ensure the protection of sensitive data and systems. These include:

- Regular security audits of IT infrastructure and protection systems.
- Encrypted transmission paths and access controls at the network level.
- Ensuring that all systems comply with applicable data protection and security standards.

External service providers are obliged to comply with the requirements of JTP Active Invest AG and to report immediately in the event of security incidents.

3.6 Sanctions for violations of non-disclosure and protection agreements

Violations of non-disclosure and protection agreements are severely punished and result in the following measures:

- Warning or termination of contracts without notice.
- Claims for damages and taking legal action.
- Contractual penalties in accordance with the compensation regulations of the AHB.

Connection with data protection and confidentiality

The protection of personal data is regulated in a separate section on data protection (see section 10).

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This section ensures that all intellectual property protection regulations are consistent with and complement each other.



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4. Conclusion of contract and delivery

4.1 Conclusion of contracts (online, in writing, in person)

Contracts with JTP Active Invest AG can be concluded in various ways:

- Online contract: Conclusion of the contract via the webshop or the sales partner portal by electronically confirming the order.
- Written contract: Conclusion by signed document that is sent by post or digitally.
- Personal conclusion of contract: Conclusion of the contract during a personal consultation or at events such as vernissages.

Contractual agreement

Customers and licensees undertake to use all contractual contents in accordance with the agreed provisions and not to make any deviating uses without permission.

The contract is concluded by the mutual signing of the contract documents or by an electronic order confirmation.

In addition to the main contract, additional agreements can be part of the contract, especially in the case of individual special editions and projects.

The customer receives a duplicate or a copy of the contract in digital or printed form.

Special features of online contracts

When ordering via the webshop, the customer receives an automatic order confirmation. The contract is only binding upon the express acceptance of JTP Active Invest AG (e.g. by issuing an invoice).

4.2 Delivery of digital content (licenses, works of art)

Digital content (e.g. digital artworks, licenses, vector files) will be made available on the agreed platforms after receipt of payment.

The provision is in the form of a download link, via a secure customer portal or by e-mail.

Digital content is delivered in the agreed file formats and quality levels (e.g. B. JPG, TIV, vector formats such as *.ai, *.eps, *.pdf, *.svg).

Availability

After approval by JTP Active Invest AG, the digital content will be available for a period of at least 14 days, unless otherwise agreed.

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The Client is obliged to back up the Digital Content upon receipt, as the provision may be deactivated after the agreed period has elapsed.

Technical requirements

Customer is responsible for providing access to the technical equipment and software tools required to use the Content provided.

Should a technical problem occur during the download, JTP Active Invest AG undertakes to enable an alternative transmission method.

4.3 Delivery of physical products (e.g. works of art, coins)

4.3.1 Delivery Methods

The delivery of physical products will be made to the delivery address specified in the contract or order.

Shipping is carried out exclusively by insured transport service providers to avoid damage or loss during transport.

Alternatively, the customer can arrange a **self-collection** by appointment at a defined location of JTP Active Invest AG.

4.3.2 Shipping costs and transport insurance

The shipping costs are borne by the customer, unless otherwise agreed.

The shipping price includes transport insurance, the scope of which fully covers the value of the product.

4.3.3 Documentation Requirements and Export Documents

For domestic and international deliveries, JTP Active Invest AG provides the necessary documents, including:

- Invoices and export certificates for submission to customs authorities.
- Customs documents and certificates of origin for the international movement of goods (if required).

The customer is obliged to provide all necessary documents and information necessary for the smooth customs clearance (e.g. tax and identification numbers).

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Hint



The legal provisions of the country of dispatch and the import regulations of the recipient country apply to exports.

Any import duties, taxes or fees in the destination country are to be borne by the customer.

4.3.4 Control and acceptance of the delivery

The customer is obliged to inspect the goods upon receipt and to check the condition of the packaging as well as the contents.

Transport damage must be reported to the transport service provider and JTP Active Invest AG immediately.

Special regulation

Claims based on damage in transit must be reported in writing within **48 hours** of receipt in order to make a claim.

In the event of incomplete deliveries or incorrect products, written notification must also **be given within 7** working days.

4.3.5 Special conditions for limited products

Limited edition artworks and coins come with a certificate of authenticity and serial number.

JTP Active Invest AG undertakes to ensure that all limited products are documented and comply with the agreed features upon handover.

There is no right of return for personalized custom-made products, except in the case of demonstrable defects.

Pickup

If desired, the customer can pick up the works of art or coins in person by appointment.

In the case of self-collection, the handover is carried out by means of a handover protocol signed by both parties.

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4.4 Special conditions for third-party deliveries

4.4.1 Definition and responsibilities

Third-party deliveries include all deliveries in which services are provided by external cooperation partners, service providers or manufacturers on behalf of JTP Active Invest AG.

JTP Active Invest AG remains the main contact person vis-à-vis the customer and monitors the proper execution of the delivery.

4.4.2 Standardised delivery terms (Incoterms)

Deliveries in international trade are made according to the agreed Incoterms of the current issue.

Unless otherwise agreed, the "DAP (Delivered At Place)" clause shall apply by default. This means that JTP Active Invest AG bears the transport costs and the transport risk up to the specified delivery address.

In the case of specific requirements of the customer (e.g. "EXW – Ex Works" for self-collection), this is regulated individually in the contract.

4.4.3 Quality Control and Handover

Before handover, JTP Active Invest AG ensures that the third-party provider meets all quality requirements.

The customer is obliged to check the delivery for completeness and any defects upon receipt and to report them immediately.

4.4.4 Delays and Limitations of Liability

JTP Active Invest AG shall only be liable for delays in delivery caused by the third-party provider if gross negligence or breaches of duty can be proven.

Force majeure events, such as natural disasters, strikes or political unrest, release all parties involved from liability claims.

4.4.5 Customs clearance and export documents

For international deliveries, JTP Active Invest AG will provide all necessary customs and export documents upon request, including export certificates and invoices for customs.

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The customer is responsible for compliance with import regulations in the destination country, including the payment of customs duties and import taxes.

4.4.6 Protection of personal data

The third-party provider is obliged to use all of the customer's data exclusively for the fulfilment of the delivery and to protect it in accordance with the data protection regulations.

JTP Active Invest AG ensures that all partners and third-party providers are bound by non-disclosure agreements and implement technical and organizational protective measures.

4.4.7 Damages and Refunds

In the event of loss or damage to the delivery, the customer has the right to submit a damage report via JTP Active Invest AG.

Refunds will be reviewed and can be made by redelivery, credit or refund, depending on the type of product and the contractual agreement.

4.4.8 Special regulations for works of art and coins

Limited editions and custom-made products manufactured by third-party suppliers are subject to the same quality standards as the company's own products.

Complaints must be submitted in writing within 7 working days of receipt in order to ensure a speedy resolution.

Liability regulations

JTP Active Invest AG is not liable for delays in delivery caused exclusively by third-party providers, unless gross negligence can be proven.

In the event of loss or damage by the third-party provider, the customer can submit a claim via JTP Active Invest AG to initiate the refund process.

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5. Terms of payment and processing

5.1 Payment methods and deadlines

5.1.1 Payment methods

JTP Active Invest AG offers the following payment methods:

- SEPA transfer: Payments within Switzerland and the European payment area are made to the specified company account of JTP Active Invest AG.
- International Credit Transfer (SWIFT): For payments outside the SEPA area, international credit transfers can be made via SWIFT.
- Online payments: Payments can be made through authorized payment platforms where available (e.g. webshop).
- Cash payment: Possible for personal delivery or collection by prior arrangement, if contractually stipulated.

Special features of international payments

Payments are made in Swiss francs (CHF) as standard.

Foreign currency payments (e.g. in EUR or USD) are possible if this has been agreed in the contract.

Any fees incurred for international transfers (e.g. SWIFT fees) are the responsibility of the customer.

5.1.2 Currency arrangements and exchange rate risks

In the case of payments in foreign currencies, the conversion is carried out according to the daily exchange rate of the bank of JTP Active Invest AG on the day of the confirmation of receipt of payment.

The Client bears the risk of exchange rate differences between the time of the payment instruction and the receipt of payment on the account of JTP Active Invest AG.

For international payments, longer processing times may be required by banks and financial service providers, over which JTP Active Invest AG has no influence.

Hint

In the event of late payments or technical problems in international payment transactions, the due date of the invoice remains unaffected.

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Payments must be made in full and without deductions (e.g. "our" transfers, where all fees are covered by the customer).

5.1.3 Terms of payment

Unless otherwise agreed, the full invoice amount is due within 10 working days after receipt of the invoice.

In the case of larger investments or custom-made products, the contractually agreed deadlines and conditions for partial or advance payments apply.

If payment is not made within the specified period, a written reminder will be sent. The following apply to late payments:

- Default interest: in accordance with the legal provisions of the Swiss Code of Obligations (e.g. 5% default interest p.a.).
 - Reminder fees: CHF 20 per reminder.
-

5.1.4 Special regulations for instalment payment models

For approved installment payment models, an individual payment plan applies, which is contractually stipulated.

If the client defaults on an instalment, JTP Active Invest AG reserves the right to:

- Terminate the contract without notice after a period of 30 days.
 - Retain payments already made as a processing fee.
-

5.2 Advance payments and installments

For certain business transactions, in particular for the delivery of limited goods or custom-made products, an advance payment of up to 50% of the total amount may be required.

For larger investments and works of art, JTP Active Invest AG offers installment payment models, which are contractually agreed on an individual basis.

Regulations for instalment payments

The first instalment is due after conclusion of the contract, all further instalments are to be paid in accordance with the agreed payment schedule.

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In the event of a delay in payment of an instalment of more than 30 days, JTP Active Invest AG reserves the right to:

- To terminate the contract unilaterally.
- Withhold payments already made and enable the sale to another buyer.

After full payment, all ownership rights pass to the buyer.

5.3 Refund Policy

A refund of amounts paid is generally excluded, unless expressly stipulated in the contract or required by law.

Refunds are possible:

- In the event of withdrawal from the contract due to significant defects or non-fulfilment of the contractual obligations on the part of JTP Active Invest AG.
- In the event of incorrect bookings or overpayments.

Cash repayments are excluded. Refunds will only be made by bank transfer to the bank account stored in the system

Deadlines for refunds

Refunds will be made within 14 working days after acknowledgment of the withdrawal or after written confirmation of the refund by JTP Active Invest AG.

For refunds, the customer must provide their bank details. Cash repayments are excluded.

Exclusions

Refunds for digital content that has already been shared or downloaded are excluded.

There are no refunds for personalized artworks and custom-made items, unless there is a serious defect that can be proven to have been caused by JTP Active Invest AG.

5.4 Tax liability and VAT regulations

All prices shown in the webshop or within the framework of contracts are exclusive of the statutory value added tax, if applicable.

In the case of exports outside Switzerland, a VAT exemption can be applied for, provided that all necessary evidence is provided.

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For customers within Switzerland, VAT is levied according to the current tax rates and shown separately on the invoice.

Information on tax liability

Customers and distributors are responsible for complying with tax obligations in their respective countries, especially in connection with import taxes and customs duties on international deliveries.

JTP Active Invest AG issues an export certificate or customs documents for international customers on request.



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6. Affiliate System and Commission Payments

6.1 Structure of the Affiliate System

The affiliate system of JTP Active Invest AG is based on a multi-level referral model and offers sales partners the opportunity to earn commissions and bonuses by referring customers and investments.

The affiliate system is managed entirely through the company's own CRM system, which ensures the assignment of the mediated businesses.

All data on the brokered transactions and commission entitlements can be viewed in the customer and sales partner portal. These portals provide protected access to commission reports, revenue overviews, and relevant contract documents.

Access to the affiliate system is provided by concluding a license under a license agreement. After the one-year license expires, the reseller decides for himself whether he wants to remain in the system by purchasing a new license. Existing licensees have the right to retain their existing rights for the term of their current license if the license terms are changed.

JTP Active Invest AG is committed to protecting all stored data in accordance with the Chapter 10 Privacy Policy and to ensuring that access is restricted to authorized persons only.

Existing licensees have the right to retain their existing rights for the term of their current license if the license terms are changed. Changes will only apply after a new license agreement has been concluded.

Publication of the conditions of participation

The terms and conditions of participation and commission models are regularly updated and published in the sales partner portal.

Changes that affect material contents of the contract will be announced at least 30 days before the entry into force in order to give the sales partners sufficient time to take note of and adapt.

6.2 Calculation of commissions

6.2.1 Commission Levels

The affiliate system distinguishes between the following commission levels:

- Tipster Commission:
 - 5% Tipster Commission: Applies to mediated sales of physical artwork.
 - 3% tipster commission: Applies to brokerages in the area of investments or loan transactions.
- Standard commissions for licenses:

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- The license commissions are valid for all brokered license agreements and are calculated up to 5 levels in depth in the affiliate system.
- The exact commission levels and payout details will be published in the Distributor Portal.

6.2.2 Loyalty and Bonus System

In addition to the regular commissions, there is a points system called the loyalty system. It rewards sales partners for their sales with additional bonus compensation.

For every CHF 100 spent, the sales partner receives one bonus point.

6.2.3 Bonus levels in the loyalty system

Points	Bonus Gift	Optional Payout
100	Gift worth CHF 100	-
250	Gift worth CHF 250	-
500	Gift worth CHF 500	-
1000	Gift worth CHF 1200	CHF 1'000
2000	Gift worth CHF 2000	CHF 1'500
3000	Gift worth CHF 3000	CHF 2'000
4000	Gift worth CHF 4000	CHF 2'500
5000	Weekend stay for 2 persons within Europe	CHF 3'000
6000	Wellness week at the Sobotin resort for 2 persons	CHF 4'000
7000	1 week in Dubai for 2 persons, half board	CHF 5'000
8500	10-day overseas holiday for 2 persons, half board	CHF 7'500
10000	14-day overseas holiday for 2 persons, full board	CHF 10'000

6.2.3 Notes on the calculation of commissions

Commissions will only be paid out when the full payment amount of the brokered transaction has been received in the account of JTP Active Invest AG.

The signed original contract is a prerequisite for activating the commission entitlement, but the payment is only made after receipt of money.

If a customer cancels within the contractual revocation period, the commission claim expires.

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6.3 Payment and due date of commission claims

6.3.1 Withdrawal Methods and Minimum Limits

Commissions are billed monthly and paid out within 10 business days of the monthly statement being completed.

Payments are made exclusively by SEPA transfer to the Distribution Partner's bank account stored in the Distributor Portal.

Commission entitlements are only paid out if the sum reaches a fixed minimum limit (CHF 100). Amounts below this will be carried over to the following month.

6.3.2 Refunds and chargebacks

In the event of reversals, the commission already paid out will either be offset against future commission claims or reclaimed.

Reclaims will be made in writing and must be paid within 30 days of notification by JTP Active Invest AG.

In the event of serious reversals (e.g. improper business practices or breaches of contract), JTP Active Invest AG reserves the right to suspend commission payments until the situation is resolved.

6.3.3 Special provisions in the event of late payment

If the receipt of payment from a brokered transaction is delayed for a period of more than 30 days, the payment of the corresponding commissions can be postponed until the amount has been received in full.

The Distributor will be notified of the status in the Customer and Distributor Portal in the event of delayed payments.

6.4 Termination and Loss of Commission Claims

6.4.1 License Term and Data Management after Withdrawal

After the expiry of a one-year license, participation in the affiliate system automatically expires unless renewed.

Distributors will be informed of the upcoming expiration in good time and can continue to qualify by taking out a new license.

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After the final exit from the system, all personal data of the sales partner will be deleted, except for the data relating to customers who have been referred by him and have become customers of JTP Active Invest AG. These remain in the system to continue the support provided by JTP Active Invest AG.

6.4.2 Obligations after termination of cooperation

Distribution partners are obliged to return all data and documents received within the framework of the partnership to JTP Active Invest AG or to delete them properly.

The use of Customer Data or Materials for any other business purpose is prohibited.

6.4.3 Sanctions for gross violations

In the event of serious breaches of contract, such as unauthorized disclosure of confidential data, fraud or unauthorized contact with customers of JTP Active Invest AG for the purpose of self-interest, an immediate exclusion from the affiliate system will take place and all commission claims will be forfeited.

JTP Active Invest AG reserves the right to assert claims for damages and to take legal action in the event of gross violations.

6.4.4 Re-entry after exclusion

Re-entry into the affiliate system after an exclusion is only possible after a written application and a comprehensive examination. The decision is at the discretion of JTP Active Invest AG and is based on the previous conduct of the sales partner.

6.4.5 Bonuses and Special Allowances

The bonus system ("loyalty system") has been described in detail in 6.2.2. Additional special remuneration approved by the Board of Directors includes:

- **Revenue bonuses:** A bonus when a certain volume of sales is reached within a month or quarter.
- **New customer bonus:** A one-time payment for referring a certain number of new customers.
- **Rewards programs:** Additional non-cash rewards (e.g., signed artwork) or experience rewards (e.g., trips or events).

Transparency and adjustments

All bonuses and special remuneration are published transparently in the sales partner portal.

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JTP Active Invest AG reserves the right to change or terminate bonus programs. Bonuses already earned will remain unaffected.



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7. Rights and obligations of the contracting parties

7.1 Obligations of JTP Active Invest AG (e.g. delivery, information obligations)

7.1.1 Delivery in accordance with the contract

JTP Active Invest AG undertakes to deliver all physical and digital products in accordance with the contract and within the agreed deadlines.

In the event of delays, JTP Active Invest AG will inform the customer or licensee immediately and give an expected new delivery date.

7.1.2 Duty to provide information

JTP Active Invest AG provides licensees and customers with up-to-date information on products, services and license conditions via the web portals and newsletters.

Changes to terms and conditions, commission models or other framework conditions will be announced at least 30 days in advance.

7.1.3 Quality standards

The products supplied comply with the contractually agreed quality standards (e.g. certificates of authenticity for works of art and coins).

In the event of defects, JTP Active Invest AG undertakes to either carry out a repair or to provide a replacement.

7.1.4 Data and Information Security

JTP Active Invest AG guarantees the protection of data through technical and organisational measures. This includes the encryption of the portals as well as access protection for sensitive data.

7.2 Obligations of Customers and Licensees (e.g. use in accordance with agreement)

7.2.1 Agreement in accordance with the contract

Customers and licensees undertake to use all contractual contents in accordance with the agreed provisions and not to make any deviating uses without permission.

Any use beyond this requires written permission from JTP Active Invest AG.

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It is prohibited to transfer the content or rights obtained to third parties or to grant sublicenses. Violations of this regulation will result in the immediate suspension of the license and access to the affiliate system. Other consequences, such as permanent exclusion and claims for damages, are regulated in Chapter 9.

7.2.2 Confidentiality

Licensees may not disclose contract content, product data and marketing materials to unauthorized third parties.

The access data to the customer and sales partner portals must be stored carefully and may not be passed on to third parties.

The Licensee is obliged to ensure that all systems used (e.g. computers, mobile devices) are adequately protected against unauthorized access.

7.2.3 Protection of the originals

Customers who have received physical artworks undertake to properly store them and protect them from damage, loss or destruction.

In the event of loss or damage, JTP Active Invest AG must be informed immediately.

7.2.4 Obligations upon return or termination of the contract

Upon termination of the cooperation, all protected content and materials must be returned to JTP Active Invest AG or duly deleted.

Data and contacts collected during the partnership may not be used for any other business purpose.

7.3 Contact list obligation for licensees

7.3.1 Contact List Maintenance Requirements

Licensees undertake to maintain a complete and up-to-date contact list of all recruited interested parties and customers and to regularly enter this into the CRM system.

The contact list must include names, addresses, phone numbers, and email addresses.

This list serves the traceability of the brokerages and is used exclusively for the correct allocation of commission payments and for customer care.

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7.3.2 Obligations to maintain contact lists

Licensees are obliged to update changes in the contact lists in the system in a timely manner.

JTP Active Invest AG reserves the right to check the entries in order to ensure the quality of the contact maintenance.

7.3.3 Deletion after termination

Upon termination of the license agreement, all unneeded contacts of the distributor will be automatically deleted, unless those contacts have become customers.

7.4 Confidentiality and data protection

Licensees, customers and contractual partners undertake to maintain the confidentiality of all business information that comes to their knowledge in the course of their cooperation with JTP Active Invest AG. The duty of confidentiality includes in particular:

- Business models and internal processes of JTP Active Invest AG.
- Customer lists, pricing structures, and commission agreements.
- Information on new products and special projects.

Data protection obligations

JTP Active Invest AG undertakes to process all personal data in accordance with applicable data protection laws (e.g. GDPR and Swiss Data Protection Act) and to treat it confidentially.

Licensees and customers also undertake to use the data received exclusively within the framework of the contracts and not to store or pass on it without authorization.

Data deletion

After termination of the contract, all personal data of the licensee will be deleted, unless there are statutory retention periods or contractual necessities.

7.5 Obligations to cooperate in the performance of the contract

Customers and Licensees undertake to provide all necessary information and documentation necessary for the proper execution of the Agreements.

This includes in particular:

- Providing accurate data for invoices and deliveries.

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- The timely answering of queries to clarify discrepancies in the context of contract processing.

Obligation to communicate

Clients and licensees are obliged to update any changes to contact details (e.g. address, telephone number) in the system without delay or to notify JTP Active Invest AG.

Delays due to lack of cooperation

If the execution of the contract is delayed due to the lack of cooperation of the customer or licensee, JTP Active Invest AG is not liable for any resulting delays or damages.



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8. Right of revocation, withdrawal and complaint

8.1 General regulation

Customers and licensees have the right to withdraw from a contract in the event of significant delays. The allowable delay period varies depending on the type of project or product:

- Digital Content and Licenses: Right of withdrawal after a delay of 7 working days.
- Works of art, precious metals and physical products: Right of withdrawal after a delay of 30 days.
- Real estate and major projects: Right of withdrawal only after a delay of 90 days, unless otherwise contracted.

8.2 Requirements for withdrawal

The prerequisite for withdrawal is that the customer sets JTP Active Invest AG a written grace period for the performance of the contract. This grace period is:

- 7 days for digital content and licenses.
- 14 days for artworks, physical products and precious metals.
- 30 days for real estate and major projects.

The withdrawal can only be declared when the set grace period has expired without the agreed service having been performed.

8.3 Special provisions in the event of force majeure

Withdrawal claims are excluded if the delay is due to force majeure and is not the responsibility of JTP Active Invest AG. Cases of force majeure include, but are not limited to:

- Natural disasters (e.g. earthquakes, floods).
- Strikes, political unrest and pandemics.
- Restrictions due to legal requirements or official measures.

Hint

In the event of force majeure, JTP Active Invest AG undertakes to inform the customer immediately and to agree on a new delivery date with him.

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8.4 Refund in case of withdrawal

In the event of a lawful withdrawal from the contract, the customer will receive a refund of all payments already made for services not yet provided within 14 working days.

Any costs that have already been incurred for partial services provided will be deducted from the reimbursement.

Exceptions to improvements

In the event of minor deviations that do not affect the use of the product (e.g. slight colour deviations in printed products), there is no right to rectification.

In the event of damage that can be proven to have been caused by improper handling by the customer, the right to rectification also lapses.



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9. Compensation provisions and contractual consequences in the event of non-compliance

9.1 Provisions in the event of delays by the contracting parties

9.1.1 Obligations of JTP Active Invest AG

In the event of delays by JTP Active Invest AG that are not due to force majeure, the customer is entitled to a written notification with a new binding performance period.

If the new deadline is also not met, the Client may claim compensation in accordance with the terms and conditions set out in the contract or withdraw from the contract (see Chapters 8.1 and 8.2).

9.1.2 Obligations of Customers and Licensees

If the provision of required documents, data or payments on the part of the customer or licensee is delayed, JTP Active Invest AG is entitled:

- Extend the delivery or handling period accordingly.
- Charge for any additional costs incurred as a result of the delay.

9.1.3 Compensation for delays

Digital content and smaller projects: Compensation in the form of a license renewal or credit.

Real estate and major projects: Compensation can be provided by a discount on follow-up costs or extended services, if contractually agreed.

9.2 Compensation for non-fulfilment of obligations

If a contractually stipulated obligation is not fulfilled by one of the parties, the following compensations apply:

Obligations of JTP Active Invest AG in the event of non-performance of the agreed services (e.g. non-delivery or defective delivery):

- Rectification or replacement: After written notification of the defect, JTP Active Invest AG undertakes to rectify or replace the defect.
- Credit: In the event of irretrievable errors (e.g. technical problems that cannot be resolved), a credit can be issued.
- Compensation payment: If no rectification is possible, a refund or compensation in the form of a financial compensation payment can be agreed.

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Customer and Licensee Obligations



In the event of non-compliance with the Licensee's obligations (e.g. unauthorized access, misuse of the content):

- Termination of the contract: JTP Active Invest AG can terminate the license agreement without notice.
- Compensation payment: JTP Active Invest AG may demand financial compensation for damages caused by a breach of contract (e.g. for lost license fees or damages caused by the disclosure of protected content).

9.3 Consequences of Violations of License Terms

If a licensee violates the license terms (e.g. unauthorized use, failure to mark "by Joe Muczka jr."), the following measures apply:

- First warning: Written request to cease and desist and subsequently comply with the license conditions.
- Second warning: blocking of the customer's account and access to the digital content until the matter has been resolved.
- Termination of the Agreement: Termination of the license agreement without notice and loss of all future claims to commissions or other services.
- Compensation payments: Demand for appropriate compensation in accordance with the guidelines of JTP Active Invest AG.

Specific measures

In the case of public use without marking, compensation in the amount of twice the licence fee may be charged.

In the event of unauthorised reproduction or distribution to third parties, additional claims for damages can be asserted.

9.4 Termination and blocking in the event of violations of the AHB

A breach of material obligations under the General Terms and Conditions of Trade will lead to the following measures, depending on the severity of the violation:

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Serious violations



Data misuse: Unauthorized access to customer or company data will result in the immediate suspension of the account and legal action.

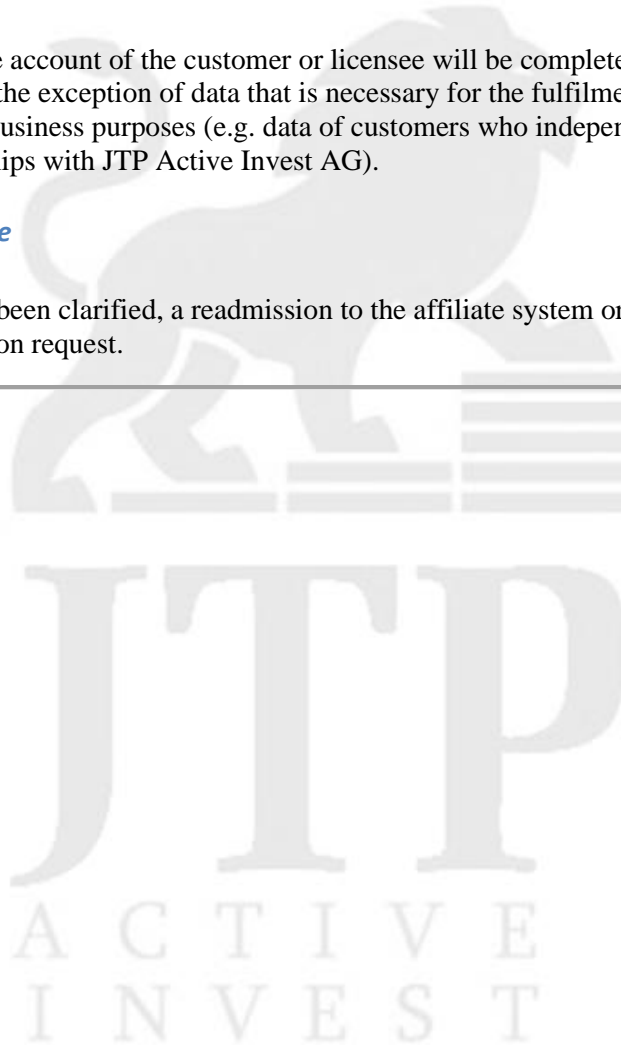
Violation of confidentiality obligations: Publication or disclosure of confidential information leads to immediate termination of the contract. In serious cases, legal action can be taken.

Suspension and account deletion

After termination, the account of the customer or licensee will be completely blocked and all data will be deleted, with the exception of data that is necessary for the fulfilment of legal retention obligations or other business purposes (e.g. data of customers who independently have contractual relationships with JTP Active Invest AG).

Re-entry after closure

After a violation has been clarified, a readmission to the affiliate system or access to the services can be considered upon request.



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10. Data protection and confidentiality

10.1 Protection of customer data in accordance with the Data Protection Act

JTP Active Invest AG is committed to protecting and treating all personal data of its customers and licensees confidentially in accordance with applicable data protection laws, in particular the Swiss Data Protection Act (FADP) and the European General Data Protection Regulation (GDPR).

All data collected will be processed exclusively for contractually defined purposes and will not be passed on to third parties, unless this is necessary for the performance of the contract or required by law.

Technical and organizational protective measures

Encrypted data transmissions via secure communication channels (e.g. customer and sales partner portal).

Access protection through password-protected systems and two-factor authentication.

Regular security audits and security updates of the IT infrastructure.

10.2 Processing of personal data

Personal data will only be processed if it is necessary for the performance of a contract, the maintenance of the customer relationship or compliance with legal obligations. The data processed includes:

- Name, address, telephone number and e-mail address of customers and licensees.
- Payment data used to process transactions.
- Contract data such as the mediated sales, licenses and commission payments within the framework of the affiliate system.

Processing by third parties

External service providers (e.g. payment providers, hosting services) only receive the data that is necessary to provide their services.

All external partners are obliged and monitored by contractual agreements to comply with data protection regulations.

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10.3 Confidentiality Obligations for Business Projects

All employees, business partners and external service providers of JTP Active Invest AG are subject to a contractual obligation of confidentiality. This confidentiality obligation includes in particular:

- Information on internal processes, business models and product developments.
- pricing and licensing structures as well as strategic partnerships.
- Project results, technical concepts and confidential customer and investor information.

Obligations of the Contracting Parties

External partners must sign a written non-disclosure agreement (NDA) before receiving sensitive information.

The Contracting Party is obliged to take all necessary measures to prevent unauthorized access to confidential information.

10.4 Rights of customers (e.g. right to information, deletion requests)

Right

Customers have the right to request information about the data stored about them at any time. JTP Active Invest AG will provide this data within 30 days of receipt of the application.

Right to rectification

Customers can request the correction of inaccurate or incomplete data.

Right to erasure

Customers can request the deletion of their personal data, provided that this does not conflict with statutory retention periods (e.g. tax retention periods).

The deletion takes place within 90 days after the termination of the contractual relationship.

Right to data portability

Customers can request that their personal data be provided in a machine-readable format in order to transmit it to other service providers.

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Right to object

Customers can object to the processing of their data for certain purposes (e.g. direct marketing). In this case, data processing for this purpose will be discontinued, unless there are legitimate interests to the contrary.

Contact

Inquiries regarding data protection and data processing can be directed to the data protection department of JTP Active Invest AG. The contact details can be found on the website as well as in the sales partner and customer portal.



11. Limitations of Liability and Exclusions

11.1 Liability for damage in the context of projects and investments

In the context of projects and investments, JTP Active Invest AG is only liable for damages resulting from gross negligence or intent.

JTP Active Invest AG is liable for direct damages that are attributable to a breach of essential contractual obligations (cardinal obligations) within the scope of the statutory provisions.

Liability for indirect damages (e.g. loss of profits, loss of use, consequential damages) is excluded, unless these were caused intentionally.

Note on investments

In the case of investments in innovation projects, real estate and other assets, JTP Active Invest AG is not liable for losses in value caused by fluctuations customary in the market or unforeseeable external influences.

11.2 Liability in the event of force majeure (e.g. natural disasters)

JTP Active Invest AG is not liable for damages or delays caused by force majeure.

Force majeure includes, but is not limited to:

- Natural disasters such as earthquakes, floods or storms.
- Political unrest, wars, pandemics or government-ordered restrictions.
- Strikes, supply failures or cyber attacks on IT systems by third parties.

Obligations in the event of force majeure

JTP Active Invest AG undertakes to inform the client immediately of the occurrence of a force majeure event and to take appropriate measures to limit the damage.

In the event of a disruption lasting longer than 60 days, both parties may terminate the contract by mutual agreement without this resulting in claims for damages.

11.3 Exclusions of liability in the event of the customer's own fault

JTP Active Invest AG assumes no liability for damages that can be traced back to the fault of the customer or licensee. These include:

- Improper use or handling of the products supplied (e.g. physical damage to artwork due to improper storage).

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- Use of the digital content contrary to the terms and conditions set out in the contract (e.g. manipulation of vector files or publication without permission).
- Incorrect or incomplete information provided by the customer that leads to delays or incorrect processing.

Examples of personal fault

Downloading digital files to unsecured systems, causing data loss or security risks.

Damage to artwork or products due to unprotected storage in humid or unstable environments.

11.4 Maximum liability amounts per claim

The liability of JTP Active Invest AG is limited to the amount of the contractually agreed total amount of the respective service per claim.

In the case of services that cannot be clearly quantified, such as advice or support, the maximum liability amount is CHF 50,000 per claim, unless a different sum has been contractually agreed.

For property damage related to physical products, such as artwork or coins, compensation will be limited to the value of the product at the time of delivery.

Liability for personal injury

There is no limitation of liability for personal injury (e.g. injuries at events). In such cases, JTP Active Invest AG is liable within the framework of the statutory provisions.

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12. Final Provisions

12.1 Amendments to the TCA and Publication Obligations

Changes to the General Terms and Conditions of Trading will be announced at least 30 days before they come into force.

The announcement will be made via the customer and sales partner portal or via e-mail to all affected contractual partners.

If changes concern fundamental points (e.g. commission models or terms and conditions for license agreements), these are explained in detail in a separate document.

12.2 Regulations on shares and participation certificates

The purchase of shares and participation certificates is carried out in accordance with the applicable legal provisions of the Swiss Code of Obligations (CO).

Participation certificates do not grant voting rights in the Annual General Meeting, but do entitle them to a proportionate distribution of profits in accordance with the resolutions of the Annual General Meeting.

Shares and participation certificates can only be transferred to third parties with the prior consent of JTP Active Invest AG.

A buyback of shares or participation certificates by JTP Active Invest AG will only take place under the terms and conditions set out at the Annual General Meeting.

JTP Active Invest AG regularly informs all owners about their rights and relevant resolutions.

12.3 Severability

Should any provision of these General Terms and Conditions of Trade be invalid or unenforceable, the remainder of the TC shall remain unaffected.

The invalid provision is replaced by a legally permissible provision that comes closest to the original economic purpose.

This clause applies to all sections of the General Terms and Conditions of Trading and will continue to apply in the event of future adjustments.

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12.4 Applicable law and jurisdiction

All disputes arising from these GTC or in connection with the business relationships shall be governed exclusively by Swiss law.

The place of jurisdiction is the registered office of JTP Active Invest AG in Sursee, Switzerland.

In international disputes, the provisions of the Swiss Code of Obligations (CO) are authoritative, to the exclusion of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG).

12.5 Contract Language and Validity

These General Terms and Conditions of Trading are written in German. In the case of a translation, only the German version is legally binding. Translations are for information purposes only and have no legal validity in the event of a dispute.

Last update date: March 17, 2025

