

General Terms and Conditions of Bondfish B.V. for Bondfish (www.Bondfish.com)

The following General Terms and Conditions apply to your use of the online platform www.Bondfish.com (including any subdomains and aliases) provided by Bondfish B.V., 2312 NV, Langegracht 70, Leiden, the Netherlands (hereinafter referred to as the “Provider”), by way of background applications, as a web service and/or via mobile applications (apps) (hereinafter referred to as “Bondfish”).

1. Subject Matter of the Contract

1.1 Bondfish is an online platform operated by the Provider and accessible via a browser, where registered users can access bond investment tools provided by the Provider. These tools include a bond screener, bond picks, and an AI-assisted portfolio creation and rebalancing service.

1.2 On Bondfish, no real financial transactions are processed through the platform; instead, users can independently search and analyze bond markets and simulate investment strategies in bonds.

1.3 The information made available for retrieval is provided for informational purposes only. By operating the Bondfish platform, the Provider is not offering any investment advice or investment brokerage services. Any details regarding the performance of individual financial instruments relating to the past do not represent any forecast or guarantee in relation to the future.

1.4 The Provider uses external bond price data and distribution data for the purposes of displaying bond information and evaluating bond picks. An incorrect transmission of bond prices may cause an incorrect display of bond price data. The Provider reserves the right to retrospectively correct the bond prices in the system. In the event of technical problems in the supply of bond prices, no updates can take place in the bonds affected.

1.5 A user who registers for Bondfish first acquires a free membership (hereinafter also referred to as “Basic Plan”).

1.6 The user has the option of converting their free membership to a paid membership (“Premium Plan”). In contrast to free membership, Premium Plan includes a variety of additional and extended functions such as access to all bond picks, weekly bond ideas, and email alerts regarding changes in top picks. There is also a Professional Plan that will include AI assistance for crafting and rebalancing portfolios. At the time of this writing, the Professional Plan is not yet ready and is not offered to users other than to inform them that it will be available soon. Such memberships may be subject to supplementary conditions, which will be communicated prior to the conclusion of the contract in question and which must be accepted. The Basic Plan, Premium Plan, and Professional Plan are hereinafter collectively referred to as “Bondfish Membership”.

2. Registration, Conclusion of Contract

2.1 All users of Bondfish must register in order to use the service. By registering on Bondfish, the Provider and the user enter into a contract which entitles the user to use Bondfish and to access the bond screener, bond picks, and other tools (hereinafter referred to as "Contract").

2.2 Registration on Bondfish and participation in the services of the Provider is only permitted to natural persons of legal age and to legal entities. By registering on behalf of a legal entity, a natural person thereby personally warrants that they are duly authorized to represent the legal entity. The Provider reserves the right in such cases to seek appropriate evidence before activating the service. The provisions of this clause 2 regarding the provision of data and confidentiality of access data shall apply to persons who use the services provided by Bondfish on behalf of a legal entity. One service package can only be maintained by a single user, i.e., the user is only provided with one login per service package. If the user is a legal entity, it may only make the login information available to a single employee. A change of employee in charge of the account is permitted on objective grounds; the user shall, however, be liable to ensure that no more than one person uses one account simultaneously. This does not only apply to multiple access at the same time but also to the possibility of accessing the account simultaneously. The user shall be liable to ensure that persons acting on their behalf comply with the terms of use of the services as laid down in these General Terms and Conditions.

2.3 When registering their user account, the user shall provide their name, country of residence, a broker they use, experience in bonds, bonds trades per year, knowledge of bonds as well as their email address.

2.4 Registration to participate in Bondfish is effected by the user completing the required details under www.Bondfish.com and clicking on the "Sign up" button, thus making an offer for the conclusion of a Contract for the use of Bondfish. Before submitting the registration, the user is given the opportunity on this page to correct their entries before they submit their binding registration to Bondfish.

2.5 Following the completed registration, the Provider will send an email with a confirmation link to the user, in which they confirm receipt of the offer for registration and accept this offer. After the user clicks on the confirmation link, the user account is activated.

2.6 By registering, every registered user automatically uses the Basic Plan. The user may, at any time, enter into a Premium Membership under menu item Pricing. This requires the user to enter the additional payment details, to select a service package, and by clicking on the "Subscribe" button to send these details to Bondfish. Premium Membership commences when Bondfish confirms receipt of the application and the taking-out of the subscription to the user and, where necessary, re-activates the user account.

2.7 The user warrants that all information provided by them to the Provider during the registration process and the taking-out of a Premium Membership is correct and complete. Legal entities are liable in this regard for their bodies, representatives, and employees. If a user provides incorrect or incomplete information, the Provider shall be entitled to delete the user account without notice and to terminate the respective Contract.

2.8 There is no entitlement to registration and participation on Bondfish. In particular, the Provider reserves the right to reject a user.

2.9 The user undertakes to notify the Provider, unprompted and without delay, of any future changes to the details provided by them in the context of the registration and participation.

2.10 The user is not entitled, under any circumstances, to pass on their login data and in particular their access password to third parties (that said, legal entities may pass on login data and access passwords in accordance with clause 2.2 to those bodies, representatives, and/or employees who are to use services on behalf of the legal entity; these people are not “third parties” within the meaning of this clause 2). If third parties gain access to the user account or the user has any other evidence of any abuse of their user account, the user must notify the Provider of this fact without delay and must change their login data.

2.11 The Provider will refrain from passing the login data to third parties and from asking the user for such data by email or telephone.

3. General Obligations of the User

3.1 The user undertakes to refrain from anything that could impair the operability or one or more functionalities or the infrastructure of Bondfish. This includes, in particular, putting Bondfish under excessive strain as well as using programs to carry out automated price inquiries.

4. Services Provided by Bondfish

4.1 Bondfish makes various service packages available for use. Their latest scope can be found on Bondfish under menu item Pricing.

4.2 The user is offered the opportunity on Bondfish to use the bond screener to search for bonds and apply custom filters. Premium users also benefit from access to all bond picks and weekly bond ideas, while Professional users will have access to AI assistance for crafting and rebalancing their portfolios.

4.3 Bondfish provides email alerts to Premium users regarding changes in top bond picks and significant developments related to bond issuers.

4.4 Bondfish reserves the right to discontinue the Basic Plan at any time, to limit it with respect to the scope of its functions, or to change it.

4.5 The use of Bondfish is also governed by our [Terms of Use](#), which outline additional guidelines and responsibilities for using our platform. By using Bondfish, you agree to comply with both these Terms and Conditions and our [Terms of Use](#).

5. Fees, Accounting, Invoicing, Payment Terms

5.1 The use of the Basic Plan is free of charge. No invoice will be issued for the Basic Plan.

5.2 The user pays a fee for the use of the different Bondfish Premium and Professional Membership service packages in accordance with our menu item Pricing in the version applicable at the time of the conclusion or amendment of the Contract.

5.3 The fee for the term in question shall be immediately payable when the invoice is issued. Invoices and payment reminders may be issued by email. Payment will be made using the payment method specified in Account Settings.

5.4 If no payment has been received within 7 days of invoicing, the service package and its services to which such invoice relates will be suspended until payment has been received.

5.5 If a fee cannot be collected, the user shall bear all costs incurred in this regard; in particular, the user shall bear the bank charges related to the return of direct debits and similar charges to the extent that the user is responsible for the event that triggers these costs.

5.6 The Provider reserves the right to claim reasonable compensation for the deletion of user accounts due to non-compliance with the obligations under these General Terms and Conditions, unless the user is not responsible for the non-compliance or they establish that damage did not occur at all or to a considerably lower extent.

6. Cooling-Off Period for Premium Membership - Your Rights

Consumers (i.e., natural persons entering into a legal transaction for purposes that are not predominantly in exercise of their trade, business, or profession) shall be entitled to withdraw from contracts regarding paid Premium Memberships in accordance with the following instructions.

Instructions on Withdrawal You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract. To exercise the right of withdrawal, you must inform us at: Bondfish B.V., 2312 NV, Langegracht 70, Leiden, the Netherlands, Email: hello@bondfish.com of your decision to withdraw from this contract by an unequivocal

statement (e.g., a letter sent by post or an email in a free format). To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of Withdrawal If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. If you requested to begin the performance of the services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated your withdrawal from this contract, in comparison with the full coverage of the contract.

End of Instructions Regarding Withdrawal

7. Liability

7.1 The user shall be liable for any breach of third-party rights or a breach of legal provisions or requirements committed by themselves and directly. The user undertakes to indemnify the Provider against all claims for damages by third parties, which arise out of the failure to comply with obligations under these General Terms and Conditions or out of a breach by the user of legal provisions or requirements.

7.2 The Provider seeks to maintain the highest standards of quality regarding the information provided on Bondfish. However, the Provider assumes no liability for the accuracy, completeness, timeliness, or exactness of the information, rates, prices, calculations, news, analyses, general market data, and other accessible content made available as part of the services offered on Bondfish.

7.3 The information made available for retrieval is provided for information only. By operating the Bondfish platform, the Provider is not offering any investment advice or investment brokerage services. The Provider does not make any recommendations.

7.4 Any details regarding the performance of individual financial instruments relating to the past do not represent any forecast or guarantee in relation to the future.

7.5 The Provider does not accept any liability for damage or losses incurred by the user in their actual investment portfolio owing to the implementation of their decision regarding the virtual portfolio to be provided by using Professional Membership plan.

7.6 The Provider uses external bond price data and distribution data for the purposes of displaying bond information and evaluating bond picks. An incorrect transmission of

bond prices may cause an incorrect display of bond price data. The Provider does not accept any liability for the accuracy and timeliness of the bond price information provided by the external provider. Apart from the above, clause 1.4 shall apply.

7.7 The liability of the Provider, regardless of the legal basis, whether for breach of contract or for tort, shall be conclusively governed by the following provisions:

7.7.1 The Provider shall be liable, without restriction, for intent and gross negligence as well as in the case of personal injury; with regard to slight negligence, however, the Provider shall only be liable in cases of breach of essential contractual obligations, and in cases of default and impossibility of performance for which the Provider is responsible. Liability for breach of any such essential contractual obligation shall be limited to damage that is typical for the contract and that the Provider should have been able to foresee at the time the contract was concluded due to the circumstances known at that time. Essential contractual obligations for the purposes of the above are those obligations on whose fulfillment the user may regularly rely and whose fulfillment is essential for the achievement of the contractual purpose.

7.7.2 Regarding the use of the Basic Plan, the Provider shall — except in case of death, injury to life, limb, or health, its fraud or fraudulent misrepresentation — be liable only for cases of intent and gross negligence.

7.8 The aforementioned limitations of liability shall not apply in the case of an assumption of express guarantees by the Provider and for damage arising from injury to life, limb, or health, for claims under applicable product liability laws if these are available to you and in the case of mandatory statutory regulations.

8. Term and Termination

8.1 The Contract shall commence immediately upon activation of the user account by the Provider.

8.2 By registering, the user automatically becomes a user of the Basic Plan, which may be used for an indefinite period until the user account is deleted.

8.3 In the Basic Plan, a user account can be permanently deleted at any time in the login area under Account Settings by clicking on “Delete account”.

8.4 When taking out Premium Membership, the user selects the desired term. If the Contract is not canceled in accordance with clause 8.5, it is automatically extended by the term that has been selected until then, unless a different arrangement has been expressly made in the service package.

8.5 A Premium user may cancel the Contract at any time before the end of the current term. To cancel the Premium Membership, the user can go to the Account Settings –

Billing in the login area and click on "Cancel subscription." After the Premium Membership expires, the user will automatically be switched to the Basic Plan. The user will retain access to Premium Membership features until the end of the paid Premium period. The Provider will not reimburse any fees paid, except as provided under Clause 6.

8.6 The right of both parties to terminate the Contract without notice for good cause shall remain unaffected. The Provider may terminate the Contract without notice, in particular if: a) the user has given false or incomplete information during registration and participation, b) the user repeatedly breaches any other contractual obligations and fails to refrain from such breaches of obligation even after being requested to do so by the Provider.

8.7 If the Provider has canceled the Contract, the user shall have no claim for a new user account to be set up, including under another name or designation.

9. Miscellaneous

9.1 The Provider reserves the right to modify these General Terms and Conditions at any time without giving reasons. These changes shall not affect the principal contractual obligations of the parties. The newest version of terms is always available at the Bondfish platform website and the user should check it online. If a user fails to object to the application of the new General Terms and Conditions within two weeks of publication of the amended General Terms and Conditions the newer version shall be deemed to have been accepted.

9.2 The law of the Netherlands, excluding the UN Sales Convention, shall apply.

9.3 If the user has no general place of jurisdiction in the Netherlands, the place of jurisdiction for all disputes shall be the registered seat of the Provider. In addition, the Provider shall be entitled to bring legal proceedings at the user's general place of jurisdiction.

9.4 The user shall only be entitled to offset undisputed or legally established claims.

9.5 The user may transfer rights and obligations under this Contract only with the Provider's prior written consent. The Provider reserves the right to transfer all or some of its rights under this Contract to third parties. The Provider will notify the user of such transfer two weeks before the intended transfer.

9.6 If any provision of these General Terms and Conditions is or becomes invalid and/or fails to comply with legal provisions, this shall not affect the effectiveness of the other provisions of these General Terms and Conditions. The ineffective provision shall, by mutual agreement of the parties, be replaced with a provision that most closely reflects the economic purpose of the invalid provision in a legally effective manner. This provision shall also apply in the case of any omissions.

Last modified: July 8, 2024