

Disclaimer

1. Acceptance

Please read the following legal notes/conditions of use (hereinafter referred to as the “Conditions of Use”) carefully before accessing the website of Cottonfield Ltd. (“Cottonfield”). By accessing the Cottonfield website, you declare that you have understood the Conditions of Use and accept them in full. If you disagree with or do not understand one or more of the provisions in the present Conditions of Use, kindly leave the Cottonfield website.

2. Restricted access

Access to the Cottonfield website is not permitted to people who, especially on account of their nationality and/or place of residence, are subject to legal regulations that prohibit the publication of the content of the Cottonfield website or access to the Cottonfield website (no matter what the reasons). People to whom this restriction applies are forbidden from accessing the Cottonfield website.

3. No offer

The information and opinions published on the Cottonfield website do not constitute advertising, recommendations or encouragement, offers or invitations to (i) Purchase or sell investment vehicles; (ii) Conduct such transactions; or (iii) Conclude other legal business. They are exclusively for informational purposes. We cannot exclude the possibility that the described investment vehicles or services are unsuitable for you or are unavailable.

4. No advice

The information and opinions published on the Cottonfield website do not serve as investment advice, nor do they constitute advice on legal, fiscal, business or other matters in any way. They are unsuitable as the basis for decision-making. Please seek advice from specialized experts before deciding on any specific course of action. The presentation of content over the Internet and the consultation thereof do not establish any legal relationship whatsoever between the provider and the user.

5. No guarantees

Cottonfield takes utmost care in preparing the content of this website. The content on the Cottonfield website is constantly updated and checked for correctness. Nevertheless, Cottonfield and its contractual partners offer no guarantees (whether explicit or tacit) and make no promises about whether the content published on the Cottonfield website is correct, accurate, up-to-date or complete. In particular, Cottonfield is in no way obliged to update outdated information or opinions, remove these from the Cottonfield website or flag them accordingly. The information and opinions available on the Cottonfield website are subject to change at any time without prior notification.

Furthermore, Cottonfield accepts no responsibility and offers no guarantees that the functions on the Cottonfield website will not be interrupted or error-free, that faults will be repaired or that the servers from which the content can be obtained are free of viruses, Trojans, worms, software bombs or other harmful components or programs.

In general, the past performance of an investment vehicle cannot in principle be used to draw any conclusions about the performance thereof in the future. Investments in foreign currencies are also subject to exchange-rate fluctuations. Dividends paid out in relation to individual investment vehicles may also change. Cottonfield makes no guarantees (i) That capital invested in investment vehicles will appreciate in value or remain unchanged; or (ii) About the size of future dividends.

All the data provided through this website, including financial market data, exchange-rate information, reports, research and other financial information, comes from sources that are carefully chosen and considered reliable. All available information is provided to users without guarantees about its accuracy and without explicit or tacit guarantees or warranties with regard to quality, originality, copyright-infringement or its suitability for a specific purpose.

6. No liability

Cottonfield accepts no liability and makes no guarantees that the information made available on its website is up-to-date, correct or complete. Cottonfield shall not be liable for either direct or indirect damage, including loss of earnings, incurred on the basis of

information provided on the Cottonfield website or directly or indirectly related to use of the Cottonfield website and the content therein or the risks of the financial markets. Liability shall be restricted to negligence or foreseeable damage and excluded with regard to consequential damage and loss of earnings.

7. No orders

The input fields on the Cottonfield website are not available for submitting orders (e.g. for purchasing or selling investment vehicles) to Cottonfield. Such orders will not be fulfilled by Cottonfield – even without appropriate confirmation to the issuer – and will not establish any valid agreement with Cottonfield.

8. Property rights, copyright and trademarks

All the elements on the Cottonfield website are protected by intellectual property rights and are the property of Cottonfield or third parties. Downloading or printing elements of the Cottonfield website shall not transfer any rights thereto, in particular rights with regard to software or brands. Copyright and trademark notices may be neither changed nor removed. Reproduction of parts of or complete elements of the Cottonfield website, no matter what form this may take (especially electronically or printed), is permissible only if accompanied by complete references to the source and with prior consent from Cottonfield.

9. Links to other websites

Users who click on links (hyperlinks) may be taken away from the Cottonfield website to the websites of other providers (“external links”) and their content. Cottonfield provides links to third-party websites on its website in addition to its own content purely for reasons of user-friendliness and information. Cottonfield has no control over the content of such third-party websites and accepts no responsibility for the correctness, completeness, verity or actuality thereof or its suitability for specific purposes. Cottonfield accepts no liability whatsoever, particularly for possible direct or indirect damage or the consequences of using the content of third-party websites. Cottonfield has no influence over the content of linked pages and therefore, despite taking great care in its choice, accepts no liability for the content of external links, particularly those that are changed after the link was established.

In addition, Cottonfield makes no guarantees that such websites or their content (i) Do not contain copyright or trademark infringements or other breaches of third-party rights; and (ii) Are free of viruses and other hazardous components. No liability is accepted regarding the authenticity of the documents on the Internet.

10. Changes to Conditions of Use

Cottonfield reserves the right to change these Conditions of Use from time to time. You are therefore requested to read these Conditions of Use whenever you access the Cottonfield website and determine whether you still accept the updated version thereof. If you disagree with or do not understand one or more of the updated Conditions of Use, kindly leave the Cottonfield website.

11. Legal validity of the disclaimers

The aforementioned disclaimers shall be considered an integral part of the website that links to this page. If any parts hereof or individual expressions herein do not, no longer or do not fully comply with the applicable legal framework, the content and validity of the remaining parts of this document will remain unaffected by this.

12. Applicable law and place of jurisdiction

For all customers, access to and use of this website as well as the Conditions of Use are subject to Swiss law. The place of jurisdiction is Zurich.

Data protection declaration

1. General

This data protection declaration tells you how Cottonfield Ltd. ("Cottonfield") processes personal data.

The term "Personal Data" means all information relating to a particular or identifiable natural person or legal entity. The term "Processing" means any use of personal data, whatever means and procedures may be employed, in particular the procurement,

storage, use, amendment, notification, archiving, erasure or destruction of personal data.

Further rules (e.g. Conditions of use) apply to certain types of data processing, e.g. for the purpose of contracting with Cottonfield or in connection with Cottonfield websites (“Cottonfield websites”). These will be found in the relevant contracts or on the appropriate webpages. In addition, the General Terms and Conditions of Business (AGB) contain general information about data protection, in particular in relation to the performance of contracts in the banking sector.

2. Data security

On the basis of the applicable laws, in particular through bank customer secrecy and data protection law, Cottonfield undertakes to protect personal data and privacy. Cottonfield takes various technical and organisational security measures for that purpose (e.g. access restrictions, firewalls, personalized passwords as well as encryption and authentication technologies, employee training etc.).

3. Categories of personal data

Cottonfield processes the following categories of personal data. In every case, as few items of personal data as possible will be processed.

Data of Cottonfield partners, such as

- master and inventory data (e.g. name, address, nationality, date of birth, professional track record);
- technical data (e.g. business numbers, IP addresses, internal and external identifications, access reporting);
- marketing data (e.g. preferences, needs)

Bank customer data, such as:

- master and inventory data (e.g. name, address, nationality, date of birth, tax number, information about the account, custody account, transactions and contracts closed, information about third parties who are affected by data processing, e.g. spouses, authorised representatives and consultants);
- transaction or order and risk management data (e.g. information on the beneficiaries of transfers, beneficiary bank, amount of

- transfers, risk and investment profile, details of investment products);
- technical data (e.g. business numbers, IP addresses, internal and external identifications, access recording);
 - marketing data (e.g. preferences, needs).

Visitor and prospect data (e.g. visitors to Cottonfield or Cottonfield websites), such as:

- master and inventory data (e.g. name, address, date of birth);
- technical data (IP addresses, internal and external identifications, access recording);
- marketing data (e.g. preferences, needs).

Supplier data, such as:

- master and inventory data (e.g. name, address, date of birth, information about transactions and contracts closed);
- technical data (IP addresses, internal and external identifications, access recording).

4. Origin of the personal data

To perform the purposes set out in Sec. 5, Cottonfield may acquire personal data from the following sources:

- Personal data which are notified to Cottonfield, e.g. when opening business relations, for the performance of contracts, when products and services are used or on websites.
- Personal data which occur when products or services are used and are transferred to Cottonfield by the technical infrastructure or by work-sharing processes, e.g. for payment transactions, securities trading, eBanking, on websites or in connection with cooperation with other financial or IT service providers, marketplaces and stock exchanges.
- Personal data from third party sources, e.g. authorities or sanctions lists of the UNO and EU.

5. Purposes of processing

Cottonfield may process personal data to provide its own services and for its own purposes or for those prescribed by law. The following points in particular must be borne in mind here:

- Closure and performance of contracts, implementation, processing and management of products and services (e.g. bookkeeping, tax returns, commercial register entries and changes, invoices, account openings, payments, financings,

financial planning, investments, occupational benefits, insurance, consolidation).

- Monitoring and control of risks (e.g. investment profiles, prevention of money laundering, limits, utilisation numbers, market, credit or operational risks).
- Statistics, planning, business decisions (e.g. development of new services or analysis of existing services, products, processes, technologies).
- Marketing, communication, information about the service offering and its verification (e.g. print and online advertising, events for customers and prospects or other events, ascertaining customers' future needs, assessment of a customer, market or product potential).
- Performance of statutory or regulatory information or reporting obligations to courts and public authorities, implementation of official instructions (e.g. reporting obligations to FINMA and foreign supervisory authorities, automatic exchange of information with foreign tax authorities, orders of attorney-generals' offices in connection with money laundering and the financing of terrorism).
- Safeguarding the interests and securing claims of Cottonfield, e.g. in the case of claims on Cottonfield or claims of Cottonfield against third parties.

6. Notification to third parties, categories of recipients

Cottonfield discloses customer data to the following third parties in the following cases:

- For outsourcing pursuant to Sec. 7 and for the purpose of comprehensive customer care to other service providers.
- For the performance of orders, i.e. when products or services are used, e.g. to service providers, stock markets or other marketplaces, reports of stock market transactions to (international) transaction registers.
- Based on statutory obligations, for reasons of statutory justification or because of official orders, e.g. to courts, supervisory authorities, tax authorities or other third parties.
- As far as is necessary to safeguard the justified interests of Cottonfield, e.g. when customers threaten or take legal action against Cottonfield, for public statements, to safeguard Cottonfield's claims against customers or third parties, to collect Cottonfield claims etc.

- With the consent of the persons concerned, to other third parties.

In particular when using certain products or services of Cottonfield, personal data may under certain circumstances have to be disclosed to third parties in countries in which there is no appropriate standard of data protection (e.g. USA). If transfer of data to such a country is necessary, Cottonfield will if possible take suitable measures to assure appropriate continuing protection of personal data.

7. Outsourcing of business areas or services

Cottonfield outsources certain business areas and services either in whole or in part to third parties (e.g. account keeping including payment transactions, custody account keeping, preparation of consolidation reports, fund limit verifications, definitions of fund limit rules, opening of Valoren numbers, updating restriction rules, IT systems etc.).

The service providers who process personal data for this purpose on behalf of Cottonfield (known as order processors) are chosen carefully. If at all possible, Cottonfield uses order processors who are domiciled in Switzerland. In certain cases the order processors are entitled to arrange for certain services (e.g. electronic data processing, securities transactions etc.) to be provided for them by third parties.

The order processors may only process personal data received by them to the same extent as Cottonfield does so itself and they are contractually required to safeguard the confidentiality, bank customer secrecy and security of the data.

Outsourcing by Cottonfield is effected in compliance with the circular on outsourcing by banks of the Swiss Financial Market Supervisory Authority (FINMA) in its latest edition.

8. Automated decisions in specific cases, including profiling

Cottonfield reserves the right in future to effect automated processing of customer data where necessary, in particular to identify important personal features of the customer, to predict developments and prepare customer profiles. This serves in

particular to verify and develop offers and optimise the provision of services.

In future, customer profiles may lead to automated individual decisions (e.g. automated acceptance and performance of customer orders in eBanking). Cottonfield makes sure that a contact person is available if a person concerned wishes to comment on an automated individual decision and the possibility of making such a statement is required by law.

9. Use of websites and cookie policy

When a person visits Cottonfield websites, the webserver automatically records details of that visit (e.g. the website from which the visit is made, the visitor's IP address, the Cottonfield website contents which are retrieved, including the date and duration of the visit). Such tracking data serve to optimise the Cottonfield website and indicate how the visitor is informed of the products and services and offers of Cottonfield and makes use of them. However, as a rule they do not enable the visitor's identity to be determined. To that extent no personal data are processed.

However, if the visitor makes personal data available, e.g. by completing a registration form or notification field for newsletters etc., Cottonfield may additionally use such data for the purposes designated in Sec. 5, in particular as follows:

- for customer and user administration;
- to inform the visitor about services and products;
- for marketing purposes (e.g. to despatch newsletters);
- for technical "hosting" and for the further development of Cottonfield websites.

When Cottonfield websites are visited, the visitor's data are transferred via the Internet, i.e. by an open network which is accessible to everyone. Data transferred by electronic media (including by e-mail) cannot be effectively protected against access by third parties. This creates the risks that the data may be disclosed or their content changed, that the identity of the sender (e.g. e-mail) and the content of the notification will be mirrored or manipulated in some other way by unauthorised persons, that viruses will be released, that technical transmission errors, delays or interruptions may occur, that data will be transferred abroad without

control to a country where the data protection requirements may be less stringent than those that apply in Switzerland etc.

By using the Cottonfield website, the visitor confirms his express consent to this Data Protection Declaration and to the named risks.

By using the Cottonfield website, the visitor likewise declares his consent to the use of cookies. Cookies are small data files which are stored on the visitor's computer to track the relevant website visit and navigation between different pages and/or to store settings (e.g. chosen language). The purpose of cookies is to gather statistical data about the frequency and time of visits to individual website areas and help to design customised, useful and user-friendly websites. The visitor may at any time decide against the use of cookies by deleting the cookies set by the Cottonfield website. Deletion is possible via the settings in the visitor's internet browser.

On occasion, Cottonfield uses third party components (such as plug-ins) to improve the user experience and online advertising campaigns. These components may likewise use cookies for similar purposes. Neither these third parties nor Cottonfield have access to the data which are acquired by anyone else using cookies. Finally, Cottonfield also uses cookies in the context of its advertising on third party websites with which Cottonfield has marketing relationships. If third parties gather anonymised information about the use of the Cottonfield and other websites, Cottonfield may use such anonymised data to improve the effectiveness of its advertising.

This section of the present Data Protection Declaration applies only to data which Cottonfield receives on the basis of the use of Cottonfield websites. It does not apply to third party websites even if the visitor reaches such sites via links on an Cottonfield website. Cottonfield has no influence on the content and data protection handling of third party websites and cannot accept any liability for them.

10. Duration of storage

The duration of personal data storage depends on the purpose of the particular data processing and/or statutory storage obligations which amount to five, ten or more years, depending on the applicable legal basis.

11. Rights of the persons concerned

Anyone may ask Cottonfield for information as to whether personal data about him are being processed. There is a right to oppose and restrict processing and, where applicable, the right to data portability. Incorrect data may be rectified. In addition, erasure of the personal data may be requested, save in cases where statutory or regulatory requirements (e.g. statutory storage obligations for data relevant to the business) or technical obstacles prevent this.

Erasure of data may create a situation in which Cottonfield can no longer provide certain services. In addition, in certain cases there is a right of appeal to an appropriate authority. When Cottonfield processes personal data on the basis of consent, that consent can be withdrawn at any time. To help Cottonfield to answer your question, please send us a suitable, understandable notification. We will examine and respond to requests within a reasonable time limit.

12. Contact

Cottonfield is responsible for processing your personal data. The contact data for Cottonfield are as follows:

Cottonfield Family Office Ltd.

Glockengasse 18

8001 Zurich

[info\(at\)cottonfield.ch](mailto:info@cottonfield.ch)