

General Terms and Conditions

Effective Date: 2025-04-01

These General Terms and Conditions (GTC) govern the relationship between Pillar Capital AG ("Pillar Capital", "we", "us", or "our") and its (potential) clients.

1. Services

Pillar Capital provides discretionary asset management, investment advisory, private office, wealth structuring, philanthropy advisory, real estate advisory, cross-border wealth services, ESG investment solutions, client education, and reputation management services.

Pillar Capital does not provide safekeeping, payment services, or custodial services. Investment advisory services provided are non-binding, and Clients retain full responsibility for their investment decisions.

The nature and scope of services are detailed in separate service descriptions or agreements.

2. Acceptance and Amendments

By using Pillar Capital's services, the Client accepts these GTC.

Pillar Capital may amend these GTC at any time. Amendments are communicated appropriately (e.g., via B-Net portal or email) and are deemed accepted unless objected to within 30 calendar days.

3. Client Onboarding, Representation and Fees

Prior to establishing a business relationship, Pillar Capital may charge fees for potential client screening, due diligence, and risk assessments.

Service fees thereafter are based on Pillar Capital's prevailing price book or individual agreements.

Clients may authorize third parties to act on their behalf. Such authorizations remain valid until expressly revoked in writing and acknowledged by Pillar Capital, even in cases of death, incapacity, or bankruptcy of the Client.

4. Communication

Communication channels include B-Net portal, B-Net app, email, phone, and in-person meetings. Pillar Capital may rely on the contact details provided by the Client.

Communications via B-Net live chat may be recorded and stored for audit and regulatory purposes.

5. Client Responsibilities and Duty of Care

Clients are responsible for safeguarding access credentials to B-Net and other communication channels. Clients must immediately notify Pillar Capital in case of suspected loss, misuse, or unauthorized access.

Clients must inform Pillar Capital without delay in cases of incapacity to act or similar legal limitations.

Clients are responsible for complying with all applicable legal and regulatory requirements, including tax obligations.

6. Complaints

Clients must submit complaints or objections regarding services or communications promptly and in writing, but no later than 30 calendar days after receipt. Failure to complain within this period constitutes acceptance.

7. Anti-Money Laundering and KYC

Pillar Capital applies Swiss Anti-Money Laundering Act (AMLA) standards.

Failure to provide requested KYC or compliance information may result in refusal, restriction, or termination of the business relationship.

Pillar Capital reserves the right to report suspicious activities to competent authorities without notifying the Client.

8. Outsourcing

Pillar Capital may outsource services to third-party providers in Switzerland, ensuring compliance with Swiss regulatory requirements. All providers are bound by confidentiality obligations.

9. Liability and Indemnification

Pillar Capital is liable only for damages caused by willful misconduct or gross negligence. Liability for slight negligence, consequential damages, loss of profit, or third-party acts is excluded.

Clients shall indemnify Pillar Capital, its employees, agents, and affiliates against all losses, claims, and costs arising from false, incomplete, or outdated information provided by the Client or breaches of the Client's obligations under these GTC.

10. Confidentiality and Data Protection

Pillar Capital treats all Client information as confidential and processes personal data according to applicable Swiss data protection laws and its Privacy Policy.

Clients explicitly authorize Pillar Capital to share information with third parties when necessary for regulatory compliance, outsourcing, debt collection, or to defend legitimate interests.

By engaging Pillar Capital, Clients consent to the analysis of their data for service improvement, communications, and regulatory purposes.

If data is processed outside Switzerland, Swiss confidentiality protections may not apply.

11. Force Majeure

Pillar Capital shall not be liable for delays or failures in performance due to events beyond its reasonable control, including acts of God, natural disasters, strikes, regulatory restrictions, war, or cyberattacks.

12. Governing Law and Jurisdiction

These GTC are governed by substantive Swiss law. The exclusive place of jurisdiction for all disputes arising out of or in connection with these GTC or any services provided by Pillar Capital is Zug, Switzerland.

Mandatory legal jurisdictions remain reserved.

13. Severability

If any provision of these GTC is deemed invalid or unenforceable, the validity of the remaining provisions remains unaffected.