

GENERAL CONDITIONS

1. Scope

The following conditions govern the relationship between Clients and ODDO BHF (Switzerland) Ltd (hereinafter referred to as "the Bank"). In addition, special agreements and special regulations of the Bank apply to individual services, which, in the event of a conflict, take precedence over the present General Conditions. Further special arrangements and banking practices may also prevail over the present General Conditions.

For reasons of legibility and simplicity, only the masculine form is used in all personal references, although such references should be understood to include both men and women alike.

2. Authority

The signatory rules notified in writing to the Bank shall be binding upon the Bank, irrespective of any entry in the Commercial Register or publication to the contrary, and shall remain valid vis-à-vis the Bank until revoked in writing.

3. Multiple Account Holders

If an account has multiple account holders, then the signature rules stated by the Clients on the account-opening documents and/or signature cards shall be authoritative.

Each account holder is entitled to revoke a power-of-attorney granted to a joint representative.

4. Communications

The Client shall give the Bank all information required by regulations such as the Client's name/business name, address, domicile, e-mail address, telephone number(s), nationality, tax residence etc. and other information required by the Bank, completely and correctly. Such obligation applies to information concerning the Client himself, his authorised agents and representatives, beneficial owners, controlling persons, beneficiaries, and other persons involved in the banking relationship.

The Client shall notify the Bank immediately, correctly and in fully of any changes to this information and of the revocation of granted powers-of-attorney or signatory powers and shall provide the Bank with appropriate evidence at its request.

Notifications by the Bank shall be deemed to have been delivered if they have been sent to the most recent address given by the Client. In case of doubt, the date of dispatch shall be that of the copies or dispatch lists in the Bank's possession.

Notifications to the Client may be given orally, as well. A Bank memorandum shall be regarded as evidence that such notification has been given unless and until the contrary is proved.

5. Hold Mail Agreement

In case of a hold mail agreement between the Client and the Bank, the Bank shall hold all physical and electronic documents that are addressed by the Bank to the Client pending collection by the Client at the Bank's premises. This is especially true of current account and deposit account statements and changes in the General Conditions, Safe Deposit Regulations and in the schedule of fees and charges.

Hold mail correspondence shall be considered equivalent in all respects to correspondence sent to Clients via mail. It is incumbent on the Client to monitor correspondence delivered under the hold mail agreement. **All risks resulting from the hold mail agreement are borne by the Client, which means that the Client shall bear the responsibility for all consequences and any damage that may result from retention of the correspondence. This applies in particular to late complaints.**

The Bank is in no way required to perform any act of management without special instructions from the Client.

The Client undertakes to pick up the hold mail correspondence at last once every twelve months. Mail that is older than twelve months shall be delivered to the Client by physical or electronic means.

If a communication is important or urgent, the Bank, irrespective of the Client's hold mail instruction to the Bank, is entitled to contact the Client in a suitable manner (by telephone, letter, etc.).

6. Means of Communication and Related Risks

Subject to special agreements with the Bank (such as an agreement to communicate orders and receive documents by telephone, fax or e-mail), the Bank has the right but not the obligation to communicate or execute orders via post, telephone and electronic means (e.g. e-banking, e-mail, fax, SMS, mobile applications and other electronic means) using the details (e.g. e-mail-address or mobile telephone number in the case of mobile applications) used for the Bank or specified by the Client or his authorized agent.

If there is a reasonable ground to do so (as defined at the sole discretion of the Bank), the Bank is entitled, in any case, to refrain from carrying out instructions that are given to the Bank by telephone, fax, e-mail or via electronic communications methods pending the receipt of a written confirmation. Any doubt about the identity/authority of the sender of the instruction and/or of the caller is considered a reasonable ground. The Bank cannot be held liable if it refuses to execute orders that are granted by a person whose identity is insufficiently established in the Bank's opinion.

If the Client wishes to use e-mails or other electronic means of communication in order to communicate with the Bank, the Client confirms that he is aware that the communication over the "World Wide Web" (Internet) is not secure, that the identity of the Client or of the Bank as Internet users as well as the content of their correspondence may be intercepted and that

the content of the exchanged messages, whether encrypted or not, will make it possible for third parties to infer the existence of a banking relationship. If the Client wishes to use this type of communication with the Bank, the Client will bear full responsibility for all risks and the resulting consequences.

Except in cases of gross misconduct by the Bank, the Client shall be held liable for all damages resulting from the use of mail, telephone, fax, Internet, e-mail or other means of communication or a transport company, in particular resulting from losses, delays, misunderstandings, modifications, abuse by third parties or duplicate transmissions.

7. Telephone Recording

The Bank is permitted to record telephone conversations and communications using electronic means with the Client or the Client's authorised representatives or vicarious agents without giving advance notice thereof and to store such conversations and communications for purposes of quality assurance, compliance with legal and regulatory requirements, and as evidence.

The Client certifies having duly informed all of the Client's authorised representatives and vicarious agents of the possibility of such recordings and having obtained their consent.

8. Verification of Signature and Identity

The Bank is obligated to carefully check the identity of its Clients and their authorized agents with the standard of due care customary. The Bank uses technical and organisational means to identify and prevent misuse.

Losses suffered by the Bank or the Client as a result of forgeries or other identification deficiencies shall be borne by the Client, provided the Bank has exercised customary due care.

The Client is obligated to store all his banking documents accurately to prevent unauthorized third parties from accessing the information contained therein. The Client shall observe all precautionary measures to reduce the risk of fraud or misuse (such as access to e-banking by an unauthorized third party). If the Client discovers any irregularities, he shall notify the Bank immediately. Any losses resulting from a breach of this duty of care shall be borne by the Client.

9. Lack of Capacity to Act

The Client shall bear any losses resulting from his legal incapacity to act, unless said incapacity would have had to be noticed by the Bank using customary diligence. The Client must immediately inform the Bank in writing about any occurrence of legal incapacity of his authorised representatives or other third parties acting on his behalf. If the Client fails to do so, he shall bear any losses resulting from any lack of legal capacity of his authorised representatives or other third parties, provided that the Bank has used customary diligence.

10. Execution of Orders / Client's Duty to Instruct / Liability in Case of Execution of Instructions

When carrying out instructions, the Bank shall comply with the standard of care customary in the industry.

Where instructions are executed too late, incorrectly or not at all by the Bank, in breach of such duty of care, and a loss occurs as a result, the Bank shall be liable only for the loss of interest incurred by the Client or borne by the Client. This provision shall not apply in cases where the Bank has been informed by the Client in writing of the imminent danger of greater losses in a particular case.

The Client shall bear all consequences of incorrect, incomplete or unclear instructions. The Bank reserves the right to reject such instructions or delay their execution.

Where different instructions are received from the Client, the total amount of which exceeds his available credit balances or the credit granted to him, the Bank may decide at its own discretion which of the instructions are to be executed in part or in full, without regard to the date of the instructions or their receipt. Where instructions are denominated in a currency in which the Client has no corresponding funds at the Bank and the Client has not given additional instructions in this respect, it shall be within the Bank's discretion to decide which existing currency accounts of the Client will be debited.

The Bank reserves the right to cancel or reverse orders if they are contrary to statutory or regulatory provisions, internal rules of the Bank, official orders, national or international sanctions, or any agreements (e.g. pledges) that the Bank must comply with. If such conditions apply, the Bank may further choose not to execute an order.

Where the Bank uses third parties such as correspondent banks, brokers etc. for the execution of instructions, it shall be liable only for the careful selection and instruction of said parties. It shall be liable in respect of their supervision only in relation to matters which are directly evident from the execution advices returned to it. Payment instructions, in particular those in foreign currencies, require the involvement of one or more correspondent banks. The Bank shall generally only be responsible for forwarding the payment instruction correctly to the next bank in the chain of executing banks. The Client shall bear the risk of all subsequent incorrect or deficient executions.

11. Client's Consent to OTC Trading

The Client authorises the Bank to execute orders relating to financial instruments outside trading venues (Over-the-Counter: OTC).

12. Risk Disclosure

Transactions in financial instruments entail risks and opportunities. It is therefore important that the Client is familiar with, and understands, the risks before making use of a financial service. In the brochure

entitled “Risks Involved in Trading Financial Instruments” of the Swiss Banking Association (SBA) the Client can find general information about the typical financial services and the characteristics and risks of financial instruments. The brochure may be downloaded from www.swissbanking.ch and is also available at the Bank.

The Client confirms having been informed by the Bank about the risks of investments, having read and understood the brochure entitled “Risks Involved in Trading Financial Instruments” and agreeing with its content.

13. Objections and Tacit Approval

The Client shall formulate any objections concerning the execution or non-execution of instructions of any kind, current account or deposit account statements, or any other communications from the Bank **in writing immediately after receipt of the relevant communication, but within thirty days at the latest**. Otherwise, the relevant communication will be deemed to have been approved by the Client. The Client shall be liable for any resulting losses.

If any documents or communications expected by the Client (e.g. current account or deposit account statements, stock exchange settlements) are not received, the Client shall promptly inform the Bank.

The Client shall bear the losses arising from late complaints.

14. Right of Lien and Right of Set-off

For all assets held or managed at the Bank or elsewhere for the account of the Client and for all rights (including intermediary-held securities) held by the Bank on a fiduciary basis for the Client, the Bank shall have a right of lien and a right of retention in respect of all its claims, and a right to set off any existing claims, without regard to maturities or currencies and whether or not the deposit of the assets and the basis of the claim are related. The right of lien and the right of set-off shall also serve to secure credits and loans granted against special collateral or guarantees. If, in the Bank’s opinion, the pledged assets are not sufficient to cover its claims against the Client, the Bank shall have the right to request additional collateral from the Client within a specified period; should the Client fail to comply with this request within this period, all claims against the Client shall immediately fall due. If Bank and Client agree on collateral in favour of third parties, the Client agrees that the Bank shall inform such third parties of its own prior-ranking right of lien.

The assets shall be realised at the Bank’s discretion, immediately either in full or step by step, by compulsory or private auction and independently of current forward transactions. The Bank may choose to institute bankruptcy proceedings against the Client first and have the Client’s assets seized before it realises the pledged assets by maintaining the right of lien. Where it realises the pledged assets, the Bank may also acquire such assets for itself or for its Clients. Furthermore, the Bank shall be authorised to cover

short selling positions by corresponding purchases.

The Bank shall further be entitled, but not required, to partially or fully set off the balances of the Client’s different accounts against one another at any time, irrespective of the designation of these accounts and the currency in which they are denominated.

15. Foreign Currency Accounts

Payments received in foreign currency shall generally be credited in that currency. Where the Client does not hold an account in that currency and has not provided any instructions as to the currency in which the payments are to be credited, the Bank shall be authorised to convert this amount and credit it to the Client in the currency in which his account is denominated. If his accounts are denominated in more than one currency, the Bank shall be authorised to credit the amount in the reference currency.

Investments of funds corresponding to the balances held in foreign currency are effected in the same currency with correspondent banks inside or outside the country of the currency in question in the name of the Bank, but for the account and at the risk of the Client. The Client shall bear on a pro-rata basis all the economic and legal consequences which could affect the Bank’s total credit balances in the country of the currency or investment as a result of measures taken by authorities.

The Bank meets its foreign currency commitments by making a credit entry in the corresponding currency, or by drawing a cheque on a correspondent bank (in the country of the currency) or on a bank (in that country) designated by the Client.

16. Interests, Commissions, Fees and Conditions

The Bank shall be entitled to charge commissions for the activities conducted on behalf of the Client, as well as interest on all the Client’s liabilities. The Bank is entitled to charge separately for out-of-the-pocket expenses, extraordinary costs as well as extraordinary efforts. All taxes, expenses incurred and other levies in connection with the business relationship between the Bank and the Client shall be borne by the Client.

Interest rates and commissions shall be notified to the Client upon request. Unless specifically agreed otherwise, the Bank reserves the right to bring interest rates and commissions in line with market conditions with immediate effect.

The Bank reserves especially the right to introduce a negative interest and adjust these interest rates on account balances at any time, in particular if market conditions change. The Client shall be notified of such amendments by appropriate means.

The Bank’s fees are set out in the Bank’s schedule of fees and charges and are charged directly to the Client.

The Bank reserves the right to amend this schedule at any time. The Client shall be notified of such amendments by appropriate means. Fees increases or newly introduced fees or conditions shall be deemed

to have been accepted if the Client does not terminate the product, service in question within 30 days of notification. The periods of notice or withdrawal periods under special conditions or agreements remain reserved.

17. Bills of Exchange, Cheques and Similar Instruments

The Bank shall be entitled not to credit the amount of discounted or credited bills of exchange, cheques or similar instruments to the Client's account until the proceeds have been received or, should it credit the amount beforehand, to redebit it if the proceeds are not paid or their countervalue is not freely available. The same is true if cheques already cashed subsequently prove to have been stolen or otherwise misplaced.

Pending the settlement of any outstanding debit balances, the Bank shall retain all claims for payment including ancillary rights against each and every party liable under the instrument, whether such claims emanate from the instrument or exist for any other legal reasons.

No guarantee shall be assumed for drawing up and lodging protests in respect of bills of exchange whose maturity date is too close or which have to be protested at secondary centres.

If a claim is raised against the Bank under bills of exchange and cheques drawn on foreign drawees within the period of limitation in force in the country concerned, the Client shall be liable towards the Bank for all obligations resulting therefrom.

18. Compensation from Third Parties (Retrocessions)

In connection with providing financial services, the Bank receives retrocessions, compensation, fees and commissions, including trailer fees, refunds, discounts, rebates, distribution compensation, allocations or other payments (hereinafter collectively referred to as "Compensation") from third parties (including other banks and legal entities of the ODDO BHF Group).

Compensation is usually calculated as a percentage of the total investment volume of a product held by the Bank (investment volume) and the amount varies depending on the product and product provider. In the case of collective investment schemes, the Bank receives Compensation in the form of regular payments. In the case of structured and similar products, the Bank receives Compensation in the form of regular payments and/or in the form of a percentage of the issue price or of a discount on the issue price (or on the nominal value, as the case may be).

The amount of Compensation received by the Bank ranges from 0% to 2% per year. For asset management agreements, the ranges relate to the Client's assets under management, for investment advisory agreements, to the assets covered by such advisory services and for execution-only agreements, to the

assets covered by such execution-only services. The maximal Compensation per Client is calculated by multiplying the maximum percentage rate with the value of the investment volume under management or covered by the advisory or execution-only services.

If a Compensation corresponds to a percentage of, or to a discount on, the issue price (or the nominal value) and the product is redeemed before maturity, then the Bank shall retain the full Compensation received, without regard to such early redemption. The Bank shall receive the full annual Compensation pursuant to the ranges indicated above, even for incomplete annual periods.

The Client is aware that Compensation may lead to potential conflicts of interest because they may create incentives to select or recommend products for which the Bank receives such Compensation (e.g., investment funds or structured products instead stocks or bonds) or for which the Bank receives higher Compensation (e.g., preference for products of certain providers or certain categories of products that entail higher Compensation). The Bank can also recommend investment products for which it does not receive any Compensation but which are especially supported by the Bank. Appropriate measures have been implemented to mitigate risks of conflicts of interest and to protect Clients' interests in particular.

The Compensation received by the Bank when providing its services is factored into the Bank's calculation of prices charged to the Client. **Accordingly, the Client expressly waives any claims to such Compensation and hereby agrees that the Bank may retain such payments as compensation or additional compensation payments, to the extent that the Bank is allowed to retain such payments by law.**

19. Compliance with Law

The Client shall be responsible for complying with all laws and regulations applicable to him and adheres such provisions at all times. This also includes his obligation to declare and pay taxes.

20. Exclusion of Legal or Tax Advice

It is incumbent upon the Client to examine the legal and tax impact of the Client's business relationship with the Bank in accordance with his personal situation, by consulting an independent legal or tax advisor. The Bank does not offer any tax or legal advice and therefore disclaims any and all liability in that regard, even if the Bank performs activities for the Client under an asset management agreement or investment advisory agreement.

21. Banking Secrecy / Data Protection

The Bank, its directors, officers, employees and agents are subject to various duties of confidentiality based on data protection (Federal Act on Data Protection), banking secrecy (Article 47 of the Swiss Banking Act) and other regulations.

In the following cases, the Client expressly releases

the Bank, its directors, officers, employees and agents from their duties of confidentiality and waives bank client confidentiality.

- a) **For the execution of transactions and the provision of banking services** e.g. in the case of enquiries in Switzerland and abroad for the prevention of dormant assets (in particular by the Bank contacting the third parties associated with the Client according to the bank documents (e.g. representatives, authorized agents or persons of whom the Bank knew that the Client had contact)), for the preparation of tax statements, payment transactions, purchase, delivery, safekeeping and sale of securities and other financial instruments or assets held in custody, foreign exchange and precious metals transactions, derivatives/OTC transactions), even if the above-mentioned transactions or services are carried out internationally. In this context, the Bank is both authorized and instructed to disclose to third parties in Switzerland and abroad that are involved in such transactions and services (e.g. Stock exchanges, brokers, banks, trade repositories, settlement agents and third-party custodians, issuers, authorities or their representatives, as well as other third parties involved) in order to provide the transactions or services and to ensure compliance with laws, regulations, contractual provisions and other rules, business and trading practices and compliance standards.

Disclosure may be required before, during or after the execution of transactions or the provision of services, and may be made even after termination of the Bank's relationship with the Client. Further information on the disclosure of Client data in connection with payment transactions, investments in securities and other transactions can be found in the relevant SBA brochures. Such brochures may be downloaded from www.swissbanking.ch or are available at the Bank.

The Bank may be prohibited from disclosing Client information related to transactions and services for statutory or regulatory reasons. The Client recognizes that the Bank shall not incur any liability therefor.

- b) **As part of the outsourcing of business areas / services in accordance with Article 22**
- c) **To the extent necessary to safeguard the Bank's legitimate interests, especially:**
- in case of any preliminary proceedings or legal actions, criminal charges or other notifications to the authorities brought against the Bank (including as a third party) by the Client or other parties involved in the banking relationship or involved with the assets, in Switzerland or abroad;
 - to safeguard or enforce the Bank's claims

against the Client and to realise collateral furnished by the Client or third-party collateral (if such third-party collateral was provided for claims against the Client), in Switzerland or abroad;

- in the collection of any claims the Bank may have against the Client; in the event of attachments or court proceedings against the Client or the Bank directed at deposited assets, in Switzerland or abroad;
- in the event that the Client or other parties involved in the relationship with the Bank or with the assets make allegations against the Bank in public, to the media or to authorities in Switzerland or abroad;
- in the transmission of data to third parties for disaster recovery measures and as part of e-banking services, which require disclosure of data to third parties.

d) For purposes of consolidated supervision

For the purpose of consolidated reporting and supervision, the Bank is entitled to disclose personal information of Clients or beneficial owners (e.g., name, address, account information, amount of loans) to units of the ODDO BHF Group in Switzerland or abroad and to their financial market supervisory authorities. The Client hereby acknowledges that such disclosure may especially occur to the German supervision authority (Deutsche Bundesbank) which supervises the Bank's parent company.

In this context, the Client hereby expressly releases the Bank from Swiss banking secrecy pursuant to Art. 47 of the Swiss Banking Act and from the confidentiality obligations under the Federal Data Protection Act and authorizes the Bank to do so, as well, on behalf of affected third parties and shall support the Bank in fulfilling such requirements. The Client acknowledges and agrees that the recipients of the data are not bound by Swiss banking secrecy or Swiss data protection legislation and that their use of the Data is not controlled by the Bank, and that the laws and regulations of the recipient's jurisdiction do not necessarily provide for the same standards of data protection and confidentiality as Swiss law.

The Bank has no obligation to perform such transactions and services as are subject to such a statutory reporting obligation if the Client withdraws or refuses such consent or cooperation.

In any case, the Bank's statutory or regulatory disclosure or reporting obligation shall apply.

The Client recognizes that the Bank may also transfer personal data (e.g. name, address, account information) of Clients and third parties associated with the Client (e.g. beneficial owners) to recipients abroad for the aforementioned purposes.

The protection of personal data transferred abroad is governed by the relevant foreign law. The provisions of such law shall govern the permissibility and scope of the disclosure of such Client data to authorities or other third parties. The Client acknowledges that Swiss banking secrecy and data protection law do not provide any protection in such cases and releases the Bank from its obligation to protect such data.

The Client hereby confirms to the Bank that the Client has informed all persons concerned (e.g. beneficial owners, authorized representatives) of the aforementioned provisions and has obtained their consent to the disclosure of their personal data in the above-mentioned cases. At the Bank's request, the Client must provide evidence that he has informed all the persons concerned and that they have agreed to the provisions.

The above declaration shall survive the Client's death or legal incapacity.

The Client hereby acknowledges the possibility that in the course of the client relationship the Bank may, in limited cases, access client data from abroad.

The Bank publishes its principles of personal data processing on www.oddo-bhf.com.

22. Outsourcing of Business Areas and Services

The Bank can delegate part of its business activities and/or services related to its business activities, such as information technology (IT), data processing, back office activities (administrative bank business, payments and clearing, archiving), order execution (e.g. for securities and foreign exchange transactions), controlling, part of its portfolio management and private wealth management, and the preparation of securities statements for tax returns, to other external service providers including legal entities of the Group ("Authorized Agents") in Switzerland or abroad. **The Client accepts that information about his person and his relationship with the Bank can be transmitted and disclosed to Authorized Agents in Switzerland.**

With regard to IT in the areas of videoconferencing, document storage, email communications and record-keeping (these IT services may be hosted on a cloud-based infrastructure with main storage in Switzerland) **the Client accepts, that the Bank can delegate these services to Authorized Agents in Switzerland and abroad which may include the transfer and disclosure (and where applicable storage) of Client data in Switzerland or abroad.** In this respect the Authorized Agents may in turn commission subcontractors based in Switzerland or abroad.

In the case of Clients who require a tax statement prepared in accordance with foreign jurisdiction, the Bank shall transmit Client data to third parties abroad. In such cases, the Bank shall conclude confidentiality agreements with the third parties in question.

Such outsourcing complies with the FINMA's outsourcing circular (provided that the outsourced business activity/service is a material function of the Bank in the regulatory sense) and all the applicable statutory provisions.

The Client acknowledges that as part of an outsourcing arrangement (and to the extent required in order to delegate the relevant activities), his personal data regarding his banking relationship can be processed and managed by the Authorized Agent on the Bank's behalf.

The Bank obliges its Authorized Agents to comply with banking secrecy and the data protection provisions. Access to data that could reveal the identity of the Clients or third parties associated with the Client is protected by appropriate technical and organizational measures.

23. Restrictions of Services, Liquidation or Deposit of Assets with Discharging Effect

In order to comply with statutory, regulatory or contractual provisions and with the customary standard of care or to ensure proper management conduct, the Bank may partially or entirely restrict services to the Client, regardless of any supplementary regulations governing individual banking services. In particular, the Bank may freeze current account and safe deposit account relationships, restrict the execution of orders of any kind (e.g. deposit/withdrawal orders, orders for remittance or transfer of credit balances, securities or other assets, orders to close an account) and generally refuse to accept assets or credits.

Whenever deposited assets and credit balances can no longer be held by the Bank for statutory, regulatory, product-related or other reasons, the Client shall instruct the Bank, on request, where to transfer such assets and valuables.

If the Client fails to provide such instruction even after a grace period set by the Bank, the Bank may physically deliver the assets and credit balances or liquidate them and send any proceeds or remaining credit balances to the Client's last known delivery address with discharging effect in the form of a cheque in a currency determined by the Bank. Instead, the Bank may also, by initiating court proceedings or not, deposit assets and credit balances or the proceeds from liquidation with a custodian freely chosen by the Bank, with discharging effect, and at the expense of the Client.

24. Termination of the Business Relationship

Unless otherwise agreed in writing, the Client and the Bank shall be entitled to terminate their business relationship at any time at their discretion. In such a case, all liabilities shall fall due without further notice. In particular, the Bank shall have the right to immediately terminate all credit facilities it has granted without notice and with immediate effect and to demand immediate repayment thereof. Loan commitments shall be rendered null and void by the termination of business relations. Written agreements to the contrary remain unaffected hereby.

If the Client, after an appropriate grace period granted by the Bank, fails to notify the Bank where to transfer the assets and credit balances held with the Bank, the Bank shall be entitled to either deliver the assets physically or to liquidate them. The Bank may, with the effect of discharging all its obligations towards the Client, deposit

the proceeds and any credit balances at the place designated by the court.

competent court at the Client's registered office or domicile or at the place of the Client's branch office, or before any other competent court.

25. Changes of Address / Dormant Accounts

The Client shall take all necessary measures to maintain regular contact with the Bank in order to prevent the assets from becoming dormant. In particular, the Client shall notify the Bank immediately in writing of any change of address.

If the Bank has no contact with the Client for a lengthy period of time and if it is impossible for the Bank to contact the Client, and if corresponding enquiries by the Bank remain unsuccessful, the Bank has an obligation under regulatory requirements to treat the assets as dormant and to report them to the competent office (cf. in this regard SBA guidelines on the treatment of dormant and contactless assets at Swiss banks; the brochure may be downloaded from www.swissbanking.ch).

Costs and out-of-pocket expenses arising in connection with investigations made to ensure that the Client can be contacted and in connection with the separate management and monitoring of dormant Client assets can be charged to the corresponding account. Assets not held under management can be assigned to a portfolio management solution. The Bank is authorised to net and close dormant business relationships showing a negative balance.

26. Saturdays and Public Holidays

In all business with the Bank, Saturdays are equal in status to national public holidays.

27. Amendments to the General Conditions and Regulations

The Bank reserves the right to amend its General Conditions, regulations and conditions at any time. **The Client shall be informed of amendments by appropriate means. Amendments shall be deemed to have been accepted on their effective date unless the Client objects in writing or any other form that constitutes proof through text within 30 days after their communication.** If the Client objects, he may terminate this contract with immediate effect. The applicable notice periods for termination and withdrawal under any special conditions or agreements shall prevail.

28. Applicable Law and Jurisdiction

All legal relations between the Bank and the Client shall be governed by Swiss substantive law. Unless agreed otherwise, account management is effected in Switzerland.

The place of performance, exclusive place of jurisdiction for all proceedings and special domicile is the place of the head office or branch that is responsible for the Client relationship. For Clients with a registered office/residence abroad, the place of performance shall also be deemed the place of debt enforcement. The Bank shall be entitled to bring proceedings against the Client before the

SAFE DEPOSIT REGULATIONS

I. General Provisions

1. Scope

Alongside the General Conditions, these Safe Deposit Regulations shall apply to securities and other items (hereinafter referred to as "Deposits") accepted for safekeeping by the Bank.

In case of discrepancies between these Safe Deposit Regulations and any special contractual agreements or special regulations, such agreements or regulations shall prevail over the present Safe Deposit Regulations.

The Bank's contractual partner is hereinafter referred to either as the "Client" or the "Depositor".

2. Acceptance of Deposits

The Bank, in principle, accepts the following at its offices in Switzerland:

- a) Securities for safekeeping and management, in principle in open safe deposit accounts;
- b) Precious metals for safekeeping, in principle in open safe deposit accounts;
- c) Money market and capital market investments as well as other rights that do not take the form of securities (such as intermediary-held securities and uncertificated securities pursuant to Art. 973c of the Swiss Code of Obligations) for posting and management in open safe deposit accounts;
- d) Title deeds for safekeeping, in principle in open safe deposit accounts;
- e) Valuables and other suitable items for safekeeping, in principle in sealed safe deposit accounts.

The Bank may refuse to accept Deposits without giving any reason for doing so.

3. Examination of Deposits

The Bank may examine Deposits made by Clients or by third parties on a Client's behalf as to whether these Deposits are authentic or subject to any blocking notices without, however, accepting any liability for this reason. There is no obligation to conduct such an examination. Should the Bank decide to carry out an examination, it shall only execute sales and delivery instructions as well as management actions once this examination has been completed.

The examination shall be based on the means and documents available to the Bank. Foreign Deposits can be forwarded to the depository or any other suitable body in the corresponding country for examination.

The costs for investigating whether foreign securities are suitable for being held on an intermediary basis are to be borne by the Client.

The Bank shall treat the Deposits with customary due care.

4. The Bank's Duty of Care

The Bank shall treat the deposits with customary due care.

5. Disposals in Respect of Deposits / Delivery

Subject to notice periods, legal provisions, issuers' articles of association, the Bank's rights of lien, retention or other rights to withhold delivery or performance or, in the case of safekeeping abroad, the corresponding rights of the foreign depository, the Client may at any time request that Deposits be delivered or made available to him. The customary delivery periods are to be complied with in this respect.

Deposits shall be surrendered, dispatched and insured for the account, at the expense and at the risk of the Client. In the absence of any special instructions, the Bank shall insure and declare the value of Deposits at its own discretion. These provisions apply, mutatis mutandis, to the securities held on an intermediary basis. However, a right to demand the delivery of securities held on an intermediary basis only exists if securities are deposited with the Bank or a third-party depository or if the Client is entitled to demand the issue of securities from the issuer at any time. In the latter case, the Client shall bear the costs for the issue of the securities.

Disposals over intermediary-held securities shall be governed by the General Conditions and the Swiss Federal Act on Intermediated Securities. In particular, Client instructions regarding disposals over intermediary-held securities are irrevocable unless the Bank expressly agrees to the revocation in the particular case in question.

Where securities are delivered from a collective custody account, the Client cannot demand the delivery of particular numbers and denominations, nor, in the case of bars and coins, of certain years or mintages.

In the case of deliveries of precious metals held in collective custody, any differences in weight or fineness compared with the holdings posted will be settled at the market price prevailing on the day of delivery.

If the purchase of Deposits requires the Bank to notify issuers and authorities, the Bank is entitled, provided the statutory and/or regulatory provisions that become applicable require it to do so, to disclose the identity of the Client/the beneficial owner of the Deposits and to provide additional information on the relationship with the Client. The Bank is not obliged to draw the Client's attention to his own disclosure obligations in connection with the ownership of Deposits (especially equities).

The Bank is entitled to request that the Client take back the Deposits at any time.

6. Credit and Debit Entries

Unless otherwise instructed by the Client, credit and debit entries (principals, income, fees, charges, etc.) will be made on an account assigned to the safe

deposit account.

If necessary, amounts will be converted into the reference currency.

Changes in instructions relating to the account must be received by the Bank at the latest on the fifth bank business day before the date on which such instructions are to be exercised.

7. Bank Fees

The Bank's fees are set out in the Bank's schedule of fees and charges and are charged directly to the Client. The Bank reserves the right to amend this schedule at any time. The Client shall be notified of such amendments by appropriate means.

The Bank is entitled to charge a commission for management actions (collection of principals and income, exercise of rights, equity splits etc.) and to charge separately for out-of-pocket expenses, extraordinary costs as well as extraordinary efforts (e.g. deliveries of precious metals and securities, safe deposit account transfers etc.).

All taxes and other levies in connection with the operation of the safe deposit account, the safekeeping and physical delivery shall be borne by the Client.

8. Liability of the Bank

The Bank shall only be liable for errors made by a depository if it has selected or instructed the depository without due care.

9. Contractual Term

The contractual term is usually indefinite. The legal relationships established by way of these regulations shall not expire upon the death, the incapacity to act or the bankruptcy of the Client.

10. Amendments to these Regulations / Applicable Law and Jurisdiction

The General Conditions shall also apply to these Safe Deposit Regulations.

II. Special Regulations for Open Safe Deposit Accounts

11. Type of Safekeeping

Unless instructed otherwise, the Bank is expressly authorised to place the Deposits in custody with a third-party custodian of its choice in its own name or in the name of a related or unrelated third-party nominee ("Third-Party Nominee") acting by order of the Bank but for the account and at the risk of the Client. The Third-Party Nominee is only accountable to the Bank and assumes no liability to the Client. The Bank is entitled at any time to change the Third-Party Nominee responsible for the safekeeping of securities, without having to inform the Client in advance. The Bank may inform the issuer of the securities and/or third parties that the Bank or Third-Party Nominee is acting as a trustee in its own name but on behalf of the

Client and also on behalf of other clients of the Bank.

Should the Client stipulate a third-party depository for the Bank and if the Bank does not recommend this depository to the Client, the Bank accepts no liability whatsoever for the actions taken by this depository.

The Bank is entitled to hold the Deposits collectively with other items of the same nature. Excluded are Deposits which by their nature or for other reasons must be kept separately.

The Client shall have a right of co-ownership in the proportion of his Deposits to the total value of the assets held in the respective collective custody facility, provided the latter is located in Switzerland.

Deposits held in safekeeping abroad are subject to the laws and customary practices applicable at the place of safekeeping. The Bank merely forwards the rights it receives from the third party located abroad. Should applicable foreign legislation make it difficult or impossible for the Bank to return Deposits held in safekeeping abroad or to transfer the sales proceeds, the Bank shall only be obliged to ensure that the Client has a corresponding claim for surrender or payment in cases where such claim exists and is transferable.

Deposits in registered form are usually registered in the name of the Depositor. The Depositor shall accept the disclosure of his name to the third-party depository. If registration in the Depositor's name is not customary or not possible, the Bank may have the Deposits registered in its own name or that of a third party for the account and at the risk of the Depositor.

Deposits subject to redemption by the drawing of lots may also be held in safekeeping with other items of the same nature. Deposits subject to redemption by the drawing of lots shall be distributed by the Bank among the Depositors; the method used by the Bank for drawings shall offer all Depositors the same prospect of consideration.

12. Assumption of Deposits on a Fiduciary Basis

If it is not customary or not possible for the Depositor to assume ownership of the Deposits, the Bank may, in its own name or that of a third party, either acquire them itself or arrange for their acquisition by a third party, though always for the account and at the risk of the Depositor, and then exercise or arrange for the exercise of the resulting rights.

13. Deferred Printing of Securities

In the case of Deposits, the certification of which has been or can be deferred, and in the case of uncertificated securities, the Bank is expressly authorised:

- a) in the case of certificates still in existence, to arrange for their annulment;
- b) to perform the usual management actions, to give the requisite instructions to the issuer and to obtain the necessary information from the latter for as long as such Deposits are posted in the safe deposit account;

- c) to demand the printing and delivery of the certificates from the issuer at any time;
- d) to deal for its own account in exchange transactions.

Letters b) – d) also apply to intermediary-held securities, with the right to demand the printing and delivery of certificates from the issuer at any time only existing if provided for in the terms and conditions of issue or the company's articles of association.

14. Management Actions

Without the need for specific instructions from the Client, the Bank will carry out the usual management actions such as:

- a) cashing due interest, dividends and redeemable principals as well as other distributions;
- b) supervising drawings, calls, subscription rights, amortisations of Deposits on the basis of data it receives via customary sources of information in the banking industry, but without assuming any responsibility in this respect;
- c) obtaining new coupon sheets and exchanging interim certificates for definitive ones;
- d) exercising or selling subscription rights in line with the proposals which the Bank makes to the Client on a case-by-case basis;
- e) effecting residual payments for papers evidencing fungible claims and membership rights that are not fully paid in, provided the time of payment was already decided at the time they were issued.

Where the Bank is unable to manage individual Deposits in the usual manner, it will inform the Client accordingly on the acknowledgement of receipt of deposits or by other means.

Management actions in respect of registered shares without coupons will be performed only if the delivery address for dividends and subscription rights is the Bank's address.

The Client is responsible for the performance of any reporting obligations in connection with the deposited assets vis-à-vis issuers, companies, authorities, stock exchanges and/or other third parties, even if the deposited assets are not registered in the Client's name with the custodian. The Bank has the right but not the obligation to inform the Client of any reporting obligations or to take care of such reporting obligations on behalf of the Client.

The Bank performs no management actions for insurance policies and mortgage deeds.

Unless agreed otherwise, it shall be the Client's responsibility to take all other measures to safeguard the rights associated with deposited assets, such as, in particular, issuing instructions for the execution of conversions, for the exercise or the purchase/sale of subscription rights, for the exercise of conversion rights, for making payments in respect of not fully paid

shares or for carrying out a conversion. Should instructions not be received from the Client in due time, the Bank shall be entitled, but not required, to act at its own discretion (also to debit the Client account in connection with the exercise of subscription rights, for instance).

15. General Meetings and Representation

The Bank has no obligation to inform the Client of the dates of ordinary or extraordinary general meetings of companies in which the Bank holds shares or other equity interests on behalf of the Client or of the items on the agenda of such meetings.

In principle, the Bank agrees to represent shares or other equity interests on behalf of the Client in such ordinary or extraordinary general meetings, either directly or through a representative designated by the Bank, only if the Client gives the Bank a specific instruction and a power-of-attorney for that purpose and the Bank expressly accepts them.

16. Waiver of receipt of information under the European Shareholders' Directive II

The European Shareholders' Directive II grants companies domiciled in the EU or EEA the right to send their shareholders cross-border information on so-called corporate events, such as invitations to general meetings. **The Client does not wish to receive this additional correspondence and hereby expressly waives the right to receive information in accordance with the European Shareholders' Directive II.**

17. Safe Deposit Account Statements

The Bank provides the Client with a statement of the Deposits posted in the open safe deposit account at least once a year. The Client can request the issue of a statement of the intermediary-held securities credited to his securities account at any time.

These vouchers and statements are neither transferable nor pledgeable, and the Bank reserves the right to charge a fee for their issue.

Valuations of the items held in custody are based on prices and rates obtained from information sources customarily used by banks. The values stated shall be considered as a guideline only and are not binding on the Bank.

The Bank assumes no liability for the accuracy of the valuation or for further information relating to the items posted in the safe deposit account.

Custody account statements are deemed to have been approved unless the Client objects in writing within 30 days of the date of dispatch.

III. Special Regulations for Sealed Safe Deposit Accounts

18. Handover to the Bank

Items may be entrusted to the Bank in sealed safe deposit accounts. They must be placed in a sealed envelope or case, clearly labelled with the precise address of the Client and an identification number, in such a way that it cannot be opened without breaking the seal. The Bank shall issue a receipt upon delivery.

19. Content

Only valuables or documents shall be deposited in such safe deposit accounts, but no inflammable, hazardous, fragile or illegal items, or any other items unsuitable for safekeeping at the Bank's premises for any other reason. The Client shall be liable for all damage that may arise from storage of prohibited items.

The Bank shall be entitled to ask the Client for evidence of the nature of the deposited items. The Bank reserves the right to inspect the content of the safe deposit account in the presence of the Client. In the event that the inspection must exceptionally take place in the absence of the safe deposit account holder, the Bank shall draw up an inventory list of the deposited items.

20. Liability of the Bank

The Bank shall only be liable for losses if the Client can prove that they have been caused by gross negligence or wrongful intent. In any case, the Bank's maximum liability shall be limited to the value of the deposited items declared by the Client. The Bank disclaims all liability for losses resulting from climatic or natural events (e.g. fire, rise in temperature, humidity or dryness of the air, etc.). The Client is responsible for insuring the deposited items.

21. Withdrawal

When retrieving deposited items, any complaints about damage to the wax or lead seal or to the packaging must be made by the Client immediately. If the contents are not intact, the Bank shall only be liable if the Client can prove that the packaging had already been opened at the time of collection and that the damage was caused by gross negligence or wrongful intent on the part of the Bank. The Client's confirmation of receipt shall release the Bank from all liability.