

GENERAL BUSINESS CONDITIONS AND DEPOSIT REGULATIONS

I. General terms and conditions

The following General terms and conditions (“GTC”) govern the mutual legal relationships between the Client (the “Client”) and Bank von Roll AG (the “Bank”), un-less otherwise agreed regarding a topic regulated in these GTC.

1. Banking secrecy and data protection

As a general rule, the Bank's governing bodies, employees and agents have a duty to maintain confidentiality regarding the business transactions of its Clients (banking secrecy). In addition, the Client data is subject to Swiss data protection law. However, the Client hereby releases the Bank, its directors and officers, employees, auxiliary persons and agents from all confidentiality obligations in the following cases and waives banking secrecy:

- a) In order to be able to ensure compliance with **legal, regulatory or international obligations to provide information or to report**. In particular, the Bank is obliged and entitled to disclose Client data within the framework of the automatic Exchange of information (AEOI) with foreign tax authorities.
- b) To the extent necessary **to safeguard the interests of the Bank; in particular** in the case of legal actions or public statements about the Bank that the Client threatens or commences against the Bank, as well as in the case of statements to the media or to authorities in Switzerland and abroad; to restore contact with Clients after contact has been lost; to secure or enforce claims of the Bank against the Client and to realise collateral of the Client or third parties in Switzerland or abroad as well as to collect claims of the Bank against the Client in Switzerland and abroad.
- c) In connection with **transactions and services** provided by the Bank to the Client domestically and abroad (e.g. payment transactions, purchases and sales as well as the import, delivery and safekeeping of securities and custody assets, foreign exchange and precious metal transactions, derivatives and OTC transactions). In doing so, the Bank is entitled and instructed vis-à-vis third parties involved in such transactions and services to disclose Client data to the extent necessary or advisable for carrying out the transaction and/or service, as well as for complying with laws, regulations, contractual provisions and other regulations, trading practices and compliance standards. If the Bank's laws or regulations prohibit the disclosure of Client data in connection with a specific transaction or service, the Client acknowledges that the Bank shall not be liable for any resulting loss or damage. **The Client acknowledges that the Bank may be required by law to disclose information about, among other things, the Client, the beneficial owner and the economic background of the transactions, in advance or retrospectively, by correspondent banks.**

If the Bank is unable to fulfill its disclosure obligation due to lack of knowledge of the corresponding information, the Client is obliged to inform the Bank thereof without delay. If the Client fails to fulfill his disclosure obligation, the Bank expressly reserves the right not to execute the transaction.

The **Bank shall not be liable** for any damage resulting from the disclosure of Client data in accordance with this clause. The protection of Client data that is transferred abroad is governed by the applicable foreign law. The Client acknowledges that the Client data abroad is not subject to Swiss banking secrecy. The Client further confirms having taken note of the “information from the SBA regarding the disclosure of Client data and other information in international payment transactions and investments in foreign securities” provided by the Swiss Bankers Association (SwissBanking) and available from the Bank.

The Bank processes Client data in the course of its tasks for its own or statutory purposes. These include, for example, marketing, market research, statistics and planning, product development and business decisions relating to the bank or Clients, as well as money laundering and combating fraud.

The Bank is also entitled to use Client data, publicly accessible data and data from third parties to create Client profiles that allow it to offer its Clients advice, products and information that is appropriate to the individual situation of the clients. The personal data and the Client profiles shall remain with the Bank. The Client acknowledges that personal data will remain with the Bank even after termination of the banking relationship for regulatory reasons. Subject to regulatory provisions, the Bank may, at the Client's request, delete or destroy the personal data and Client profiles and copies thereof or return them to the Client.

The updated principles on the processing of personal data by the Bank are published on the Internet under <http://bankvonroll.ch/eng/legal-notice-and-privacy-policy>.



2. Duty of notification and right of disposal

The Client shall communicate and/or hand over to the Bank all information required by the Bank (in particular name or company name, registered office or domicile address, tax domicile(s), contact and correspondence details, nationality(ies)), receipts and declarations (e.g. copy of identification document, certificate of residence) in full and in correct manner. This applies with regard to information concerning the Client himself, but also his authorized agents and representatives, beneficial owners, controlling persons, beneficiaries and other persons involved in the banking relationship. The Client shall inform the Bank, unsolicited and without delay, of any changes to this information as well as of any revocation of the powers of attorney and signatory powers granted (including the renewal of the corresponding supporting documents). Only the powers of attorney and specimen signatures transmitted to the Bank shall be valid vis-à-vis the Bank until a revocation or a notice of change is received in writing. This shall apply notwithstanding any other entries in the commercial Register or publications in Switzerland or abroad.

3. Bank communications

Communications from the Bank shall be deemed to have been made and delivered if sent by the Bank to the last address provided by the Client to the Bank. In case of doubt, the date of dispatch shall be deemed to be the date of the copies or mailing lists in the possession of the Bank.

The Bank accepts no responsibility for any damages that may result from the correspondence instruction given by the Client. The Client has taken note and agrees that, unless expressly and in writing agreed otherwise, the Bank shall not be obliged to carry out administrative acts without the Client's specific instructions. For a specific correspondence instruction, a fee will be charged annually and debited from the account.

If the Client has entered into an online contract (BvRO contract) with the Bank and, thereby, has concluded an electronic communications agreement, communications shall be deemed to be delivered to the Client as soon as they are first electronically available to the Client. The Bank shall not be responsible for delays in accessing any communication provided electronically by the Bank.

4. Verification of signatures and identity

The Client shall keep and safeguard his banking documentation carefully and diligently so that unauthorized third parties do not have access to the information contained therein. If the Client issues payment Orders, he shall observe all precautionary measures that could prevent the risk of fraud, etc. and shall take the necessary security precautions. For example, all codes and other login data must be kept secret in order to prevent mis-use. Any damage resulting from a breach of the Client's due diligence obligations shall be borne by the Client. The Bank shall take appropriate measures to identify and prevent forgeries or deficiencies in identification. If the Bank, its governing bodies, employees, auxiliary persons or agents violate the standard of due diligence in business in doing so, the Bank shall bear any resulting loss or damage. In the absence of a breach of duty on the part of the Bank, its governing bodies, employees, vicarious agents or agents, the Client shall bear any damage resulting from a lack of authorization. In the event of the Client's death, the Bank may require identification documents (e.g. a certificate of inheritance or an executor's certificate) in order to determine who is entitled to dispose of assets and to receive information. The Bank may also request an officially certified translation of foreign-language documents. The cost of producing identification documents and translations shall be borne by the party wishing to derive a right therefrom.

5. Legal incapacity

The Client must inform the Bank immediately in writing of any legal incapacity on the part of his authorized agents or other third parties acting on his behalf. If he fails to do so, or if the Client himself is not legally competent, the Client shall bear all damages resulting from the legal incapacity of his person or of a third party acting on his behalf,

unless the Bank, its governing bodies, employees, auxiliary persons or agents have acted in breach of the standard of care customary in business.

6. Transmission errors and system failures

Any damage resulting from the use of postal services, telephone, e-mail or other means of electronic transmission or transport, in particular from loss, delay, misunderstandings, mutilations or duplicate copies, or from il-legal interferences or other disruptions, as well as over-loading and interruptions of all causes of means of re-mote communication and systems, shall be borne by the Client, provided that the Bank, its directors and officers, employees, auxiliary persons or agents have used the standard of care customary in business.

7. Use of E-mail and telephone for transmission of orders

The Client, who expressly authorizes the Bank to receive orders by email and telephone within the scope of the banking relationship, acknowledges that there are considerable risks and dangers involved in the use of such transmission systems, particularly incomplete, mutilated or incorrect transmission, loss, modification, abuse, delay, misunderstandings or double execution. All consequences and damages arising from the use of such transmission systems shall be borne entirely by the Client, unless the Bank acted grossly negligent.

Orders transmitted using the above-mentioned transmission systems do not enjoy any special processing priorities on the part of the Bank. The Client is aware and accepts that this may lead to non-execution or delayed execution with corresponding losses or loss of profits, particularly in the case of time-sensitive stock exchange orders. The Bank disclaims all liability in this respect.

8. Communication and telephone recording

The Bank is authorized to communicate by post, telephone and electronic means of communication (particularly by E-mail, fax, SMS, etc.) to the user addresses used by the Client or his authorized agents vis-à-vis the Bank and explicitly disclosed to the Bank.

The Client acknowledges that unencrypted emails and other unprotected electronic communication channels are not protected against unauthorized access by third parties and that corresponding risks arise as a result. The Bank therefore recommends that the Client properly protect the devices and software used at any time against electronic attacks and use by unauthorized persons, as well as **not transmitting sensitive information, instructions and accounting-relevant information to the Bank via unencrypted E-mails or other unprotected communication channels** but only by fax, secure mail from the Bank, telephone, mailing or courier and the executed transactions without undue delay.

Should any damage result from the use of the aforesaid communication channels, the Bank shall be liable only if it, its governing bodies, employees, auxiliary persons or agents have not used the standard of care customary in business. In particular, the Bank shall have no obligation to compare instructions and information transmitted to the Bank by the Client or an authorized agent with other instructions and information of the Client. Furthermore, the Bank assumes no responsibility for the Client's devices and software.

The Client agrees that, for the purpose of verifying the authenticity or content of instructions or other verbal communications from the Client or from third parties, as well as for purposes of quality assurance, compliance with legal or regulatory requirements and for evidentiary purposes, the Bank may record all telephone conversations between its officers, employees, auxiliary persons and agents on the one hand and the Client, its agents or other third parties on the other. In case of legal disputes, the Bank reserves the right to use these recordings as evidence.

9. Execution of orders, Client's duty to notify, consent to OTC trading

In the event of damage resulting from non-execution or defective, particularly delayed, execution of orders, the Bank, if at fault, shall be liable only for loss of interest, unless the risk of more extensive damage has been warned in writing in advance by the Client in a specific case. The Bank's liability shall in any case be limited to the maximum extent permitted by law to the amount of damage suffered directly by the Client. **The Bank shall not be liable for indirect or consequential damages.**

If there are several orders from the Client, the total amount of which exceeds his disposable credit balance or the credit facilities extended to him, the Bank shall be entitled, at its own discretion and irrespective of the date or

time of receipt, to decide which orders are to be executed in whole or in part. The Bank has the right to reverse erroneous bookings.

The Client agrees that the Bank may execute orders to invest in financial instruments outside a trading venue or platform (over-the-counter – OTC).

10. Client complaints

The Client shall notify the Bank immediately if he has not received any communications (including regarding the execution of orders), notices or extracts that should be sent to him. Upon receipt, the Client must check them for accuracy and, in the case of objections and complaints, must notify the Bank thereof in writing immediately, but at the latest within 30 days.

If the Client has not received an expected notification or communication, or if an order has not been executed, the period of 30 days shall run from the time at which the Client should have received such notification or the execution of the order in the ordinary course of business.

If no complaint or objection is received by the Bank in writing, the transactions carried out by the Bank as well as the account statements and other communications shall be deemed to have been approved by the Client.

The Client shall bear the damage resulting from a delayed complaint.

11. Restrictions on services, liquidation or the discharge of assets

The Bank reserves the right to restrict all or part of its services to the Client if the Bank deems it necessary in its sole discretion to comply with legal, regulatory or contractual requirements, to exercise the due diligence customary in business or to ensure proper management. In particular, the Bank may block the account and custody account relationship, refuse to execute orders of the Client or third parties of any kind, or not execute them immediately, and refuse to accept assets or credits.

If deposited assets or credit balances can no longer be held in custody at the Bank for legal, regulatory, product-specific or other reasons, or if the business relationship is terminated, the Client shall inform the Bank, up-on first request, where the assets and credit balances are to be transferred. If the Client fails to do so within a time limit set by the Bank, the Bank shall be entitled to deliver the assets and credit balances physically or liquidate the assets and send the proceeds, together with the remaining credit balances, to the Client's last known address for service in the form of a check in a currency determined by the Bank with the effect of discharging the Bank's obligations. Alternatively, the Bank may deposit the assets and liabilities or the proceeds of liquidation in or out of court with a depositary of the Bank's choosing at its own discretion, at the Client's expense.

12. Right of lien and right of set-off

The Bank has a right of lien on all assets it holds in its own name but for the account of the Client, either on its own behalf or elsewhere, and, with respect to all claims, a right of set-off for all claims it may have or may have in the future, regardless of due date or currency. This also applies to credits and loans, secured or unsecured as well as to possible claims of the Bank for indemnification or discharge, particularly if the Bank is called up-on in connection with transactions carried out for the Client or assets held for the Client by third parties (including intermediaries, liquidators, trustees, bankruptcy administrators, institutions and government agencies). The Bank shall be entitled, at its sole discretion, to realise the pledged assets by forced sale or by private sale as soon as the Client is in default. The Bank will endeavor to give notice of realisation in advance. In the event of liquidation, the Bank is entitled to act as a buyer (Selbsteintritt).

13. Interest, commissions, fees, taxes and charges

At the Bank's discretion, statements of account and credits or debits of the agreed or customary interest, commissions, expenses and taxes shall be made on a quarterly, semi-annual or annual basis. The Bank reserves the right to change its interest and Commission rates or other charges at any time, in particular in the event of changes in market conditions (including the introduction of negative interest rates on credit balances) and to inform the Client accordingly in an appropriate manner. In justified individual cases, the amendment may be made in advance. In the event of an objection, the Client may terminate the services affected by the change immediately upon disclosure.

Any taxes and duties that are imposed on the Client by or on behalf of the Bank in connection with the Bank's management, or which must be withheld on the basis of Swiss law, treaties or contractual agreements with foreign authorities (e.g. FATCA), as well as any expenses incurred in doing so, shall be borne by the Client or may be passed on to the Client.

14. Foreign currency accounts

The Bank's assets corresponding to the Client's credit balances in foreign currency shall be invested in the same currency, either within or outside the country of the currency concerned. The Client shall bear, on a pro rata basis, all the economic and legal consequences that the Bank's total credit balance in the country of the currency or the investment should have as a result of legal restrictions or official measures.

In the case of accounts in foreign currencies, the Bank shall discharge its obligations exclusively at the registered office of the Bank by procuring a credit note from a correspondent bank in the country of the currency or from the bank designated by the Client.

15. Crediting and debiting payments in foreign currency

Credits and debits of amounts in foreign currencies shall be made in Swiss francs, unless the Client has issued instructions to the contrary in a timely manner or is the holder of an account in the corresponding foreign currency. If the Client holds only accounts in third currencies, the Bank may, at its sole discretion, credit or debit the amounts in one of these currencies.

16. Use of Bank von Roll online services (BvRO)

BvRO refers to the Bank's e-banking services. The Client or his authorized representative ("**BvRO user**") can view the relevant business relationship through BvRO. The Bank reserves the right to amend its range of services at any time.

Access: Once the BvRO business relationship is established, the BvRO user will have access to BvRO. Technical access by the BvRO user is carried out on a Bank website by means of the provider chosen by the user himself via the internet and a separate login procedure.

Any person who has correctly identified himself by entering the personal means of identification shall gain access to the BvRO services. The Bank may add, modify or replace the means of identification at any time.

The BvRO user is obliged to change the first password for the authentication device communicated to him by the Bank on first use and at regular intervals thereafter. For security reasons, a password must be chosen that cannot be associated with the contractual Partner. In particular, it is prohibited to use his own date of birth or telephone number.

Any person who identifies themselves in accordance with the above section is deemed by the Bank to be authorised to use BvRO. The Bank may, without further verification of its eligibility and regardless of its internal legal relationship with the Client and notwithstanding anything to the contrary on the signature documents of the Bank, make use of any BvRO services that have been signed and agreed in the BvRO Agreement.

However, the Bank is entitled, at any time and without stating any reasons, to refuse to perform BvRO services or to request other means of identification from the BvRO user (signature, face-to-face meeting).

Duties of care of the BvRO user: The BvRO user is obliged to keep the password and the authentication device separate from one another and to keep them secret, and to protect them against misuse by unauthorized persons. In particular, the password may not be recorded after its modification. The BvRO user shall bear all consequences of the use, including misuse, of his means of identification.

If there is reason to fear that unauthorized third parties have gained knowledge of one of the aforementioned means of identification, the BvRO user must change the means of identification in question immediately.

Before the e-banking session, the BvRO user must re-open the web browser and not keep any additional connections open. The BvRO user is obliged never to access the Bank's e-banking website via links in emails or on third party websites.

During an e-banking session, the BvRO user must check the authenticity of the website and encryption (e.g. by clicking twice on the locker symbol in the status line of the web browser). The BvRO user must also comply with error messages and warnings and contact the Bank immediately in case of doubt. The BvRO user must check all data entered by him for completeness and accuracy.

After the e-banking session, the BvRO user must log out correctly using the "logout" function provided for this purpose. Temporary internet files in the web browser must be deleted each time.

The BvRO user is obliged to minimize the security risks arising from the use of the internet by employing suitable protective measures, in particular by continuously updating his own systems as well as by using suitable anti-virus programs and a personal firewall). Furthermore, the BvRO user is obliged to work only with standardised software.

Security BvRO: Due to the encryption used by BvRO, it is in principle not possible for an unauthorized person to view the confidential Client data. Nevertheless, even with state-of-the-art security precautions, absolute security cannot be guaranteed on the part of either the bank or the Client. The BvRO user's computer and/or network are part of the BvRO system. However, these are out-side the control of the Bank and may become a weak point in the system. Notwithstanding all security precautions, the Bank cannot and does not assume any responsibility for the terminal, since this is not possible from a technical point of view, among other things (see also the following sections).

The BvRO user acknowledges the following risks in particular and accepts them as his own risks:

- Insufficient knowledge of the system and lack of security precautions can facilitate unauthorized access (e.g. insufficient protection for data stored on the hard drive, file transfers, zero-day gaps and systems not patched in a timely manner, etc.), whereby it is the responsibility of the BvRO user to obtain precise information about and implement the necessary security precautions.
- There is a permanent risk that computer viruses could spread on the computer when in contact with the outside world, be it via computer networks (e.g. Internet) or data carriers (USB sticks, external hard drives). It is the responsibility of the BvRO user to obtain precise information about and implement the necessary security precautions.
- No one can rule out the creation of a traffic profile by the internet provider, i.e. the provider can understand when and with whom the BvRO user has been in contact.
- There is a permanent risk that a third party could gain undetected access to the BvRO user's computer while using the internet.
- The operational readiness of the internet cannot be guaranteed. In particular, transmission errors, technical faults, disruptions, illegal network interventions, network overload, malicious blocking of electronic access by third parties, interruptions or other shortcomings on the part of network operators may occur.

It is important that the BvRO user only works with software from a trusted source.

Liability of the Bank: In the event of access by an un-authorized third party, the BvRO user releases the Bank from all liability if the authentication process has been duly completed using the means of identification mentioned above.

The Bank gives no guarantee as to the accuracy or completeness of the data it transmits via BvRO. In particular, information about accounts and safekeeping accounts (balances, statements, etc.) as well as generally available information shall be deemed provisional and non-binding.

In the exercise of ordinary care, the Bank shall not be liable for any damage suffered by the BvRO user. The Bank assumes no responsibility for the terminal device of the BvRO user or for technical access to the BvRO services as well as any software necessary for this purpose.

BvRO services are provided via an open network (inter-net) and telecommunication facilities. The Bank excludes all liability for any loss or damage resulting from the use thereof to the maximum extent permitted by law. In particular, it assumes no liability for damage to the equipment of the BvRO user or the data stored therein as a result of technical defects and disruptions, overloading, interruptions (including system-related maintenance work), delays, transmission errors of the network or telecommunications equipment, or as a result of unauthorized tampering and other unauthorized interference with the installations of the network and telecommunications equipment.

The Bank shall not be liable for the consequences of disruptions, interruptions and delays, in particular during processing, in the BvRO business unless it is responsible for gross negligence.

In the event of security risks, the Bank is entitled to interrupt BvRO at any time to protect the BvRO user and the Bank until such risks are remedied. The Bank assumes no liability for any loss or damage resulting from this interruption.

The Bank shall not be liable to the fullest extent permitted by law for any damages incurred by the Client as a result of non-performance of his contractual obligations or for any indirect or consequential damages, such as lost profits or third-party claims.

In case of negligence, the Bank assumes no liability for damages caused by its auxiliaries in the performance of their duties.

Bank von Roll online archive: The Bank von Roll online Archives (“BvROA”) is a function of BvRO that enables the user to retrieve booking receipts and extracts as PDF documents via the internet.

The receipts are submitted once a day to BvROA. The supporting documents shall be deemed to have been duly delivered to the BvRO user when they are made available for retrieval electronically by the Bank in BvROA. The BvRO user expressly acknowledges that the Bank has discharged its notification and accountability obligations to the BvRO user through the method of delivery selected above. The Bank assumes no liability whatsoever for any damages which may result from the above correspondence instruction.

The electronic Bank documents and receipts shall be kept available in BvROA's receipt of documents for a maximum period of two years from the date of delivery. BvROA is therefore not suitable for long-term storage of electronic receipts. The BvRO user is advised to timely transfer the receipts to its own data carrier.

17. Bills of exchange, checks and other instruments

The Bank has the right, at its sole discretion, to refuse to honor a bill of exchange, checks or certain checks.

If the Bank has discounted bills of exchange, checks and similar instruments presented to it or credited them to the Client, the Bank may charge the corresponding amounts back to the Client if the subsequent collection fails. This also applies if bills of exchange or checks already paid prove to have subsequently been stolen, lost, forged or defective. Until a debit balance has been settled, all payment claims, including ancillary claims, arising from these documents shall remain with the Bank against each party liable under the document.

18. Joint business relationship with solidarity of the holders (joint relationship; “Or” relationship)

Each (co-)holder of a joint relationship (also known as: “Or” relationship) is entitled to dispose, alone and without limitation, of the deposited safe custody assets, account balances, and any other assets or claims of the joint relationship. In particular, each (co-)holder may pledge any assets, agree or terminate additional services, issue and revoke instructions and approvals of all kinds and powers of attorney to third parties, establish and modify subscription rights, terminate the business relationship with effect for all holders and generally exercise all rights of a single account/single custody account holder.

Unless otherwise instructed, incoming payments to the benefit of an individual holder shall also be credited to the joint account.

Each (co-)holder shall be jointly and severally liable to the Bank for any loans and other claims of the Bank under the joint relationship.

In the event of the death of a (co-)holder, the contractual relationship shall be continued exclusively with the remaining (co-)holder(s) and existing authorised agents, whereby the remaining (co-)holder(s) alone shall have the right to dispose of all credit balances and values and the aforementioned rights. Notwithstanding the foregoing, the heirs of the deceased (co-)holder shall be jointly and severally liable with the remaining holder(s) for all obligations arising out of the business relationship existing at the time of death.

At the request of a legally certified legal or instituted heir of the deceased (co-)holder, the Bank is authorised to provide information about this banking relationship up to and including the date of death and, in particular, to also disclose the name of the surviving (co-)holder(s) and of any authorised agent.

The foregoing provisions exclusively govern the legal relationship between the holders and the Bank, regardless of the internal circumstances, namely the ownership rights, among the joint holders or between them and their legal successors.

19. Business relationship with collective power of disposal (collective relationship; “And” relationship)

The assets and values of all kinds existing at the Bank under a collective relationship (also known as: “And” relationship) are jointly owned by the holders in accordance with the law or the contract. Holders of a collective relationship are only entitled jointly to dispose of the deposited assets/objects, account balances, and other claims, particularly also to pledge them, to agree on additional services, and to issue instructions and approvals of all kinds.

Authorised representatives (authorised signatories) with respect to a collective relationship may only be established and amended with the consent and signature of all joint holders. By contrast, any bearer or individual heir of a deceased bearer may revoke a previous power of attorney at any time.

The joint holders shall be jointly and severally liable for any loans and other claims of the Bank arising from this banking relationship.

Each holder of a collective relationship is entitled to request information of any kind whatsoever from the Bank at any time through the banking relationship alone.

If a joint holder dies, his or her heir or community of heirs shall have the rights of the deceased. The remaining joint holder(s) and authorised signatories may dispose of the assets and values only after the deceased's estate has been settled and proof thereof has been produced to the Bank.

Should one of the joint holders or one of their legal successors expressly prohibit the Bank from complying with the order of the other joint holders and/or the authorised signatories, the Bank is entitled to only comply with the unanimous orders of all the joint holders or their legal successors.

The above provisions exclusively govern the legal relationship of the joint holders with the Bank, regardless of the internal relationships between the holders or their legal successors.

20. Termination of business relationships

The Bank and the Client may terminate the business relationship at any time with immediate effect or with effect at a later date. In particular, the Bank reserves the right to cancel promised or used loans with immediate effect, whereby any claims shall become due for immediate repayment. The foregoing shall be without prejudice to any written agreements to the contrary.

The present GTCs shall continue to apply to transactions that are still ongoing at the time of termination of the business relationship.

21. Equality of Saturdays with public holidays

In all business transactions with the Bank, Saturdays are treated as a public holiday.

22. Reservation of special provisions

In addition to these GTC, all regulations, provisions and rates issued by the Bank shall apply to special types of business. In addition, the respective regulations and customs apply to stock exchange transactions, and the uniform guidelines and customs established by the International Chamber of Commerce for documentary credits and for collection and discount transactions as well as the general provisions established by the Swiss Bankers Association (SwissBanking) apply to documentary transactions.

23. Tax matters and country restrictions

It is the responsibility of the Client and/or the beneficial owner to fulfill his duties in respect of the assets under management at the Bank. The Bank is not subject to any obligations in this respect. The Client is aware that holding certain assets may have tax consequences regardless of their tax residence.

The Bank does not provide legal or tax advice and does not accept any liability for the tax or legal consequences of investments, products or services. The Bank requests the Client and/or the beneficial owner to consult a competent specialist for these questions.

The Client acknowledges and accepts that the Bank assumes no responsibility for possible country restrictions, either. The Client is responsible for keeping himself informed of any country restrictions applicable to the Client.

24. Outsourcing of individual activities

The Bank reserves the right to outsource, in whole or in part, operations and services (e.g. payment transactions, securities settlement, compliance, IT as well as administrative and processing activities). The Bank and its service providers are entitled to process personal data of bank Clients or employees. The Bank shall take appropriate security precautions to protect the data. If a service is outsourced to an offeror abroad, the Bank shall transmit data that does not permit any inference as to the identity of the Client unless the data is in any case transferred abroad in the context of transactions or services with a foreign connection in accordance with section 1.

25. Services provided by and to third parties

The Bank also offers its Clients third-party products. For distribution activities and related services, the Bank may receive remuneration or other monetary and monetary-like compensations from the product providers, such as distribution fees and the like. As compensation for distribution expenses, these shall belong exclusively to the Bank.

Should the Bank receive commissions or similar compensation from third parties, the amount will vary depending on the type of product. The following order of magnitude applies (recurring annually as a percentage of the investment volume): Money market Funds: 0% to 0.25%, bond funds 0% to 1%, equity funds 0% to 1.5%, alternative investment funds 0% to 1.75%, structured products 0% to 2%.

In the context of asset management, third-party compensation ranges from 0% to 0.7%. Depending on the chosen investment strategy, the following maximum compensations may apply: Income: 0.5%; Capital Preservation: 0.6%; Balanced: 0.7%; Growth: 0.8%; Equity: 0.8%. If the client requests a so-called special mandate within asset management, third-party compensation may range from 0% to 2.0%.

For portfolio-based investment advisory services, third-party compensation ranges from 0% to 2.0% (applies to all investment strategies).

The Client further authorises the Bank itself to pay retrocessions or other benefits to third parties. In particular, the Bank may be obliged to pay commissions to third parties (e.g. independent asset managers). Should the Bank pay commissions to third parties, the amount will vary depending on the type of product. The following order of magnitude applies (annually as a percentage of the investment volume): Money market funds 0% to 0.3%, bond funds up to 1.25%, equity funds up to 1.25%, alternative investment funds 0% to 2%, asset allocation funds 0% to 1.25% and structured products 0% to 2%. Clients have the right to obtain information at any time regarding the actual amounts of retrocessions received in connection with their investments.

Within the framework of certificate-based solutions as a form of collective investment to cover specific investment themes, the bank may act as asset manager and receive compensation ranging from 0% to 1.75%.

In order to avoid conflicts of interest and/or to ensure that the interests of the Client are adequately taken into account in conflicts, the Bank shall take appropriate organizational measures.

26. Lack of information

The Client is obliged to inform the Bank immediately in writing of any change of address or name (see section 2). In the event of a lack of information, his rights will be fully safeguarded and the contractual arrangement will only be deviated from if, at the bank's discretion, this is in the presumed interest of the Client. The fees and costs usually charged by the Bank also apply in the event of lack of information. In addition, the Bank may charge the resulting costs for the investigations as well as for the special treatment and monitoring of dormant assets.

27. Amendments to the General terms and conditions

The Bank reserves the right to amend the GTC at any time. These shall be notified to the Client in writing or by other suitable means and shall be deemed to have been approved in the absence of objection within one month.

In the event of an objection, the Client is free, subject to a special agreement, to terminate the business relationship with immediate effect.

28. Applicable law and place of jurisdiction

All legal relations between the Client and the Bank shall be governed by substantive Swiss law, to the exclusion of the conflict of laws rules.

The place of performance, the place of debt enforcement for Clients resident abroad and the exclusive place of jurisdiction for all proceedings related to the account relationship shall be Zurich 1, Switzerland. The Bank shall also be entitled to take legal action against the Client before the competent court of his place of residence or any other competent court.

29. Entry into force

These GTC of the Bank shall enter into force on July 01, 2025.

II. Custody account Regulations

These custody account Regulations are applicable in addition to the General terms and conditions (the “GTC”) for the safekeeping and administration of assets (rights and tangible assets) which Bank von Roll AG (the “Bank”) accepts from the Client (the “Client”) into an open or sealed custody account (the “custody assets”). In the event of special contractual agreements, these custody account Regulations shall apply on a supplementary basis.

1. Acceptance of custody assets in custody accounts

The Bank generally assumes the following custody assets:

- a) Value rights (Wertrechte), securities, money market and capital market investments as well as other financial instruments (e.g. shares, bonds, collective investments units, structured products) for bookentry, safekeeping, and administration in an open custody account;
- b) precious metals of marketable quality and coins in standard commercial form for safekeeping in an open custody account;
- c) documents of evidence, in particular life insurance policies, for safekeeping in an open custody account; and
- d) other valuables, depending on their suitability for safekeeping in an open or sealed custody account.

The Bank reserves the right to check the authenticity and blocking of custody assets delivered by the Client or third parties or to have them checked by third parties in Switzerland or abroad. The Bank shall execute sales and supply orders as well as administrative acts only after completion of the examination and any necessary re-registrations.

The Bank reserves the right to refuse to accept custody assets without stating its reasons or to request the Client to redeem custody assets already accepted at any time.

The Bank shall provide the Client with a confirmation of receipt. No separate acknowledgement of receipt shall be issued for any securities procured by the Bank. The acknowledgement of receipt shall not be transferable or pledgeable.

The Client authorises the Bank to arrange for securities to be converted into value rights.

2. The Bank's duty of care

The Bank will handle the Client's custody assets with the care usual in banking transactions.

3. Reporting, tax and fee obligations

The Client shall be solely responsible for complying with his reporting, tax, and fee obligations related to holding custody assets vis-à-vis government agencies, tax offices, companies, and stock exchanges. The Bank has no obligation to cooperate or to notify any such third party.

The Bank may withhold and transfer taxes in accordance with agreements entered into by Switzerland with other countries or organisations as well as exchange information permitted by law (see the Bank's General Terms and Conditions).

4. Return and extradition

Subject to other provisions of these custody account Regulations, contractual agreements, notice periods and mandatory legal provisions, the Client may request from the Bank at any time that the custody assets be delivered or made available to him. In doing so, the usual de-livery periods and office hours must be observed. The Bank expressly reserves the right to assert any rights of lien, retention and other rights of retention and set-off.

Physical delivery of the custody assets is only possible if this is provided for by the issuer. Upon delivery from a collective deposit, there is no entitlement to specific numbers, denominations, years of birth, etc.

The delivery of the custody assets is only possible subject to the signing of a receipt and payment of uncollected and unpaid custody fees.

Shipment and insurance of custody assets shall be for the account, expense, and risk of the Client. In the absence of a special instruction from the Client, both the decision whether to take out an insurance policy as well as the terms and conditions of any insurance and the value declaration are at the bank's discretion.

5. Compensation of the Bank and services provided by third parties

The Bank shall be remunerated at the Bank's rates in force from time to time. The Bank reserves the right to amend these rates at any time. The Client will be notified of the change in advance in writing or by other suitable means.

Furthermore, the Bank is entitled to charge a commission for administrative activities (collection of capital and income, exercise of subscription rights, splits of shares, etc.) and to charge a Commission separately for expenses as well as extraordinary efforts (securities deliveries, transfers of custody accounts, etc.) in accordance with the applicable fee schedule.

The Client acknowledges that the Bank receives or may receive remuneration and/or monetary or money-like compensation (e.g. issuing, brokering, and inventory management commissions or distribution channel compensation) from third parties (the "third party benefits"). The amount of third party benefits varies depending on the type of product. The following order of magnitude applies (recurring annually as a percentage of the investment volume): Money market Funds: 0% to 0.25%, bond funds 0% to 1%, equity funds 0% to 1.25%, alternative investment funds 0% to 1.5%, structured products 0% to 2%. By signing these custody account Regulations, the Client confirms that he has understood and consents to the information on potential services provided by third parties.

The Client is aware that third party benefits may lead to potential conflicts of interest by providing incentives for the Bank to select or recommend products where the Bank receives such third party benefits or where it receives higher third party payments (for example, preference for products from certain suppliers or specific categories of products involving higher compensation). The Bank may also recommend investment products for which it does not receive third party benefits but which are supported in particular by the Bank. Potential conflicts of interest, and in particular the interests of Clients, shall be taken into account by the Bank through appropriate measures.

Third party benefits are included in the Bank's rates. If the Bank receives third party payments for which it would be accountable and/or obliged to deliver such payments to the Client in accordance with applicable laws, the Client expressly agrees that the Bank may re-tain such payments as part of its compensation for its own activities. By signing these custody account Regulations, the Client expressly waives both the detailed financial statements and the surrender of these third party benefits.

6. Term of contract

The term of the contract is indefinite. The legal relationships established by these Regulations shall not terminate, particularly in the event of the Client's death, legal incapacity, or bankruptcy.

7. Special provisions for open custody

7.1 Safekeeping

The Client expressly authorizes the Bank to have the custody assets held in open custody with third parties, e.g. a professional third party custodian of its choice, in the Bank's own name but solely for the account, at the cost and risk of the Client.

If the Client has not issued instructions to the contrary, to which the Bank has given its written consent, the Bank shall be entitled to hold the custody assets "by type" in a collective deposit (Sammeldepot) or to have them held by a third party in a collective deposit. This does not apply to custody assets which, due to their nature or for other reasons, must be kept separately.

The Bank may arrange for custody assets, which are traded exclusively or mainly abroad, to be held abroad in the manner customary in those countries and in compliance with local laws and customs. In such cases, the Client shall bear in particular the risk of legal and official restrictions and burdens. The Client shall further bear the risk of the freezing, seizure or set-off of the assets in his safekeeping, whether through government, judicial, labor law, war or other measures. The Bank is entitled, but not obliged, to take appropriate countermeasures at the expense of the Client.

In the case of collective deposits in Switzerland, the Client has a right of co-ownership in proportion to the amount of the custody assets held in the collective de-posit. If the collective deposit is located abroad, the Bank shall, to the extent legally possible, transfer to the Client the Bank's claim against the foreign collective de-posit depository. Upon delivery of securities from a collective deposit, the Client is not entitled to specific numbers or denominations, nor to specific years or mints for bars and coins.

Custody assets in registered form are generally registered in the name of the Client. In the case of uncertificated securities or custody assets in the name of the Client, if registration in the Client's name is unusual or impossible at the place of storage, the Bank may register these assets in the Bank's own name or in the name of a third party, but always exclusively for the account and at the risk of the Client.

Deposits that can be drawn may also be held in custody "by type"; custody assets subject to a draw shall be distributed by the Bank among its Clients by drawing a second draw using a method that guarantees all Clients an equivalent chance of being taken into account as in the first draw.

7.2 Administration

Absent special instructions from the Client, the Bank shall carry out the usual (ordinary) administrative actions, such as:

- a) the collection or best possible realisation of interest, dividends and repayable capital and other distributions due;
- b) monitoring of drawings by lot, notices of termination, subscription rights, repayments of custody assets, etc. on the basis of available information customary in the industry, but without assuming any responsibility beyond the usual duty of care;
- c) the purchase of new coupon sheets and the exchange of interim certificates for definitive securities;
- d) the exercise or sale of subscription rights as may be suggested by the Bank to the Client on a case-by-case basis; and
- e) the remaining payment on securities or value rights that are not fully paid in, provided that the time of payment was already specified at the time of issue.

In the case of registered shares without coupons, administrative actions are only carried out if the Bank's address for service is that of dividends and subscription rights.

The Bank shall only take extraordinary administrative actions and further precautions to safeguard the rights associated with the custody assets, e.g. arranging conversions, buying and selling or exercising subscription rights, exercising conversion and option rights, arranging payments on securities that are not fully paid up, administrative actions for mortgage securities, etc., representing shares at general meetings, if the Client gives special instructions to the Bank in a timely manner. Proxy voting for shares which are listed on a stock exchange in Switzerland or abroad is not permitted. If the Client's instructions are not received in time, the Bank shall have

the right but not the obligation to act at its own discretion. In particular, the Bank is authorised, but not obliged, to sell subscription rights at the best possible date on the date specified by the Bank.

If any administrative actions for securities or value rights may result in the Bank's reporting obligations to issuers or authorities, the Bank shall be entitled at any time to waive their execution in whole or in part, while notifying the Client.

7.3 Custody voting right

The Bank exercises the custody voting right only on the basis of a written power of attorney. Proxy voting for shares which are listed on a stock exchange in Switzerland or abroad is not permitted.

7.4 Custody account statement and correctness notice

The Bank generally provides the Client with a statement of his custody accounts once a year. The statement may contain other values not covered by these custody account Regulations. Custody account statements shall be deemed to have been approved and confirmed if no written objection to their accuracy is lodged with the Bank by the Client within one month of their dispatch. The Bank may require the Client to sign a correctness notice.

Portfolio content valuations are based on approximate prices from information sources customary in banking. The figures given are regarded as guidelines only and are not binding on the Bank.

7.5 Exchange transactions, trading and brokerage transactions

In addition, the customs of the relevant exchanges and trading venues/platforms or of the relevant issuers and business partners apply.

The Bank undertakes the purchase and sale of domestic and foreign assets upon special, timely instruction from the Client. The Bank is authorized to receive orders for high-risk products (derivatives, hedge funds, etc.) only after a separate agreement has been concluded or based upon a written individual order. The Client accepts that his stock exchange orders may be executed with time delay as both the stock exchange trading days and trading hours on the relevant stock exchanges and the Bank's service times are relevant. An order entered in the banking systems is, in principle, irrevocable.

The Bank shall execute orders on certain exchanges or in certain assets only if the Client explicitly releases the Bank from banking secrecy for such orders in a separate written declaration and authorizes the Bank to comply with all disclosure obligations required by law or supervisory regulations in the relevant market. In the absence of such a declaration in due time, the Bank shall be entitled to refuse such orders. In addition, the Bank may sell the affected securities and rights after giving the Client prior notice.

The Bank may exclude markets and currencies from trading at any time.

8. Special provisions for sealed custody accounts

8.1 Handover

Sealed custody assets entrusted to the Bank must be accompanied by a value declaration. They must carry the exact address of the Client on the wrapping and be sealed or lead-sealed in the presence of a representative of the Bank in such a way that they cannot be opened without breaking the seal or lead seal. The sealed custody accounts handed over must be submitted with a declaration on a special form certifying the full seal and signature of the Client.

The Bank shall not carry out any administrative acts in respect of sealed custody assets that are handed over to the Bank in sealed envelope or insurance policies.

8.2 Content

The Bank only accepts suitable assets for sealed custody accounts, but does not accept objects that are flammable or unsuitable for use in a Bank building. The Client shall be liable for any damage resulting from any breach of this provision.

8.3 Right of examination of the Bank

Upon delivery, the Bank shall be entitled to require the Client to furnish proof of the nature of the items deposited or to inspect the contents of the sealed custody accounts. In exceptional cases where such verification must be carried out retrospectively in the absence of the Client, the Bank shall draw up a record of the contents of the sealed custody assets for purposes of preservation of evidence.

8.4 Liability

The liability of the Bank shall be limited to grossly negligent behavior, and the Bank shall be liable only for direct damage proven by the Client. In addition, any liability of the Bank for direct damage is capped at the declared value of the custody assets.

The Bank disclaims all liability for damage caused by atmospheric influences, particularly drought and humidity, force majeure and natural disasters, particularly war and unrest, effects of ionizing radiation, earthquakes or flooding. Such damages shall be borne exclusively by the Client.

If the Client withdraws any of the custody assets, he must immediately object to any damage to the seal, lead seal, packaging or contents. Acknowledgement of receipt by the Client releases the Bank from any and all liability.

8.5 Insurance

It is the Client's responsibility to insure the deposited items.

9. Final provisions

9.1 Amendments to the custody account Regulations

The Bank reserves the right to amend the custody account Regulations at any time. These shall be notified to the Client in writing or by other suitable means and shall be deemed to have been approved in the absence of objection within one month. In the event of an objection, the Client is free, subject to a special agreement, to terminate the business relationship with immediate effect.

9.2 Entry into force

These safekeeping Regulations shall enter into force on July 01, 2025.

9.3 Applicable law and place of jurisdiction

All legal relations between the Client and the Bank shall be governed by substantive Swiss law, to the exclusion of the conflict of laws rules.

The place of performance, the place of debt enforcement for Clients resident abroad and the exclusive place of jurisdiction for all proceedings related to the account relationship shall be Zurich 1, Switzerland. The Bank shall also be entitled to take legal action against the Client before the competent court of his place of residence or any other competent court.