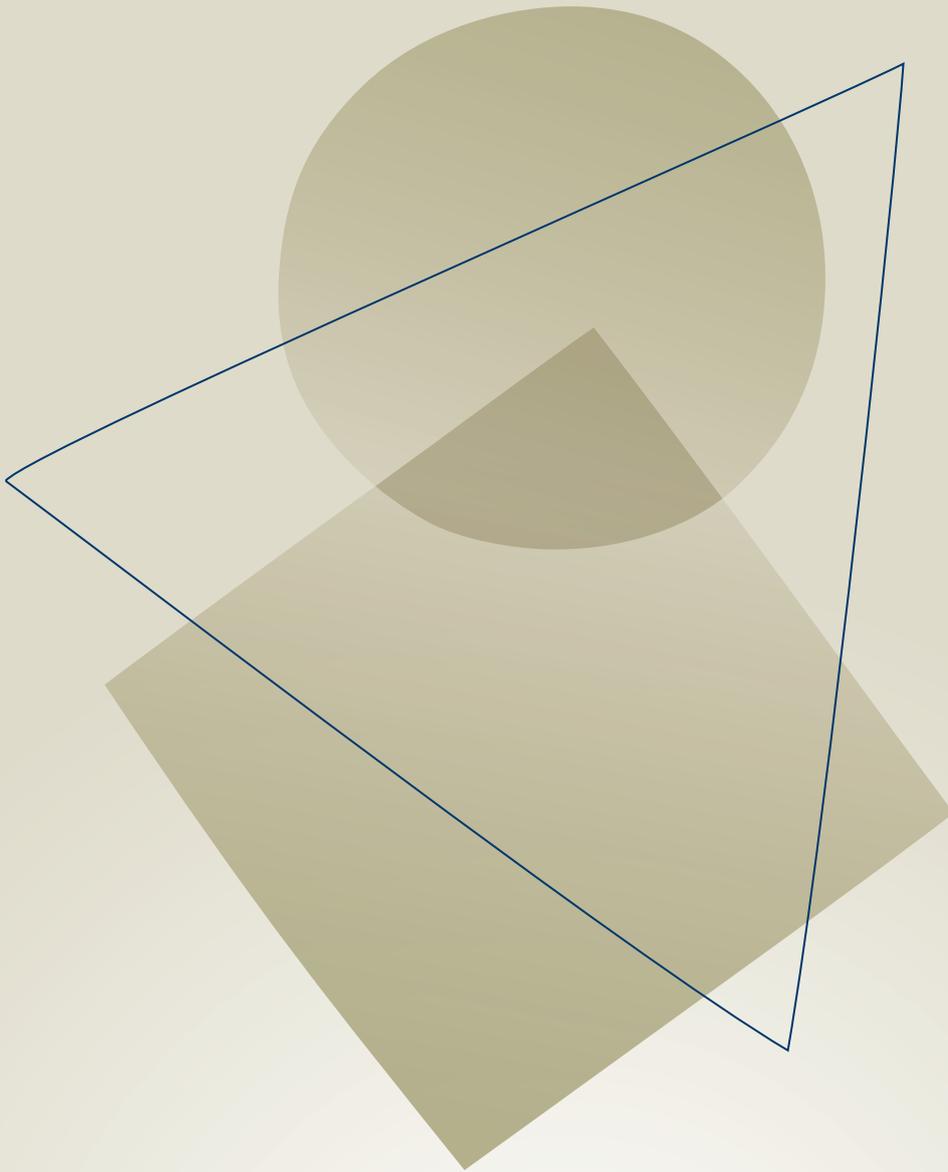


VP Bank (Switzerland) Ltd · Valid from 1 April 2021

# General Terms and Conditions



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# Basic Terms and Conditions

These Basic Terms and Conditions govern the business relationship between the account holder (hereinafter referred to as the "Client") and VP Bank (Switzerland) Ltd (hereinafter referred to as the "Bank") provided that no separate agreements exist, or relevant customs take precedent. For reasons of clarity and legibility, the pronoun "he" is used throughout this document to refer to persons of either gender.

**By signing the form to open a new business relationship, the Client confirms that he has received, read, understood and accepted the General Terms and Conditions (of which the Basic Terms and Conditions form an integral part).**

## 1. Parties to the agreement

The contracting parties to the business relationship are the Client (the account holder) and the Bank. More than one Client may be involved in a business relationship (collective or joint account). The individual account holders are jointly and severally liable for claims of the Bank arising out of said business relationships.

## 2. Languages

The Bank generally communicates with the Client in German and uses Client documents issued in German. It may conduct communications with the Client partly or entirely in other languages, in particular in English, and may also provide the Client with English-language documents, but is under no obligation to do so. In the event of any contradiction between the German-language version and other language versions, only the German-language version is binding.

## 3. Services

The services of the Bank are described in the Bank's brochures or on its website ([www.vpbank.com](http://www.vpbank.com)). The Bank is entitled to change the services offered or the scope of these at any time.

## 4. Right of disposal

### 4.1 General

The arrangement regarding the right of disposal provided to the Bank in writing is binding until the Bank receives written notification to the contrary, regardless of any entries in the Commercial Register or other publications that are inconsistent with this arrangement. In the case of any extraordinary events, such as disputes between the persons entitled to dispose of the account, the Bank may temporarily or permanently suspend the right of disposal communicated to it.

If more than one person has been granted the right of disposal for an account, then each person is entitled to dispose of the assets and access information individually, provided that no other written arrangement has been entered into with the Bank. The entitlement to access information applies to all information associated with the business relationship. This also includes information about third parties processed by the Bank in its management of the business relationship.

Bank forms must be used to designate the rights of disposal and the right to access information. The Bank may waive this requirement on a case-by-case basis, but is under no obligation to do so.

The Client carefully selects the persons with the right of disposal and monitors their administration and disposal activities.

### 4.2 Joint accounts

Where joint accounts are concerned, the Clients are jointly and severally liable to the Bank for any and all present and future claims held by the Bank in connection with this joint account. Further, the special provisions outlined below regarding joint accounts only regulate the legal relationship with the Bank, without prejudice to the internal relations among and between the Clients and their legal successors.

### 4.3 Joint accounts with individual power of disposal

In the case of joint accounts with individual power of disposal, the Client is entitled to dispose of the deposited securities and the available account funds and, in particular, to withdraw assets and to debit the account on his own initiative and without restriction. Further, every individual Client is entitled to take out loans and to issue and revoke all manner of instructions and authorisations, and to grant powers of attorney to third parties.

The Bank reserves the right, at its sole discretion and without stating its reasons, to require that the consent of the other Clients be obtained for certain actions in connection with the banking relationship.

In the event of the death of one Client, only the remaining Clients and their authorised agents, if applicable, are entitled to deal with the Bank and to make dispositions affecting the account funds and deposited assets within the aforementioned limits. The contractual relationship does not pass down to the heirs of the deceased. At the request of a duly confirmed heir of the deceased Client, the Bank is entitled to disclose information concerning the account relationship.

#### 4.4 Joint accounts with collective power of disposal

In the case of joint accounts with collective power of disposal, the power of the Clients to dispose of the assets available in the account must always be exercised jointly. This applies in particular to account debits, account withdrawals, money transfers and authorisations of any kind, as well as to powers of attorney granted to third parties. In the event of the death of one Client, his heirs inherit the rights of the deceased Client. The remaining Clients may dispose of the assets in the money/securities account only with the consent of the heirs of the deceased Client.

Every Client and every heir of a Client is entitled to revoke a power of attorney that has been granted.

#### 5. Identity verification

The Bank reviews the right of disposal with the care and diligence customary in the industry. Among other things, it may compare signatures of the Client or people with the right of disposal with the available sample signatures. At the request of the Bank, the Client must provide supporting documents to this end, particularly in certified or additionally attested form.

The Client shall ensure that unauthorised third parties do not obtain access to any technical resources or data made available to him by the Bank that would enable access to his account. In particular, the Client will not share any of his confidential passwords and codes (e.g. those for e-banking) with third parties. The Client shall alert people with the right of disposal to this provision.

#### 6. Incapacity or limited capacity

The Client shall immediately inform the Bank of any incapacity to act or restricted capacity to act on his part or on the part of a person with the right of disposal, either himself or through a third party. The Bank is entitled to temporarily or permanently suspend the right of disposal communicated to it and/or to block the account or to request evidence of the right of disposal by means of a court ruling or the decision of an authority.

#### 7. Notification of changes

The Client shall immediately inform the Bank of any changes to his personal details (in particular name or company name, residential address or address of the registered office, tax domicile[s], contact and correspondence details, nationality[ies]) or changes in the documentary evidence or declarations (e.g. copies of identification documents, proof of residence) relating to the Client, his authorised agents, and the beneficial owners, controlling

person, beneficiaries or any other persons participating in the business relationship. The Client may be obligated to renew such documentary evidence or declarations.

#### 8. Execution of orders

Orders are executed by the Bank with the care and diligence customary in the industry. The Client bears any damage resulting from an unclear, incomplete or incorrect order, regardless of whether or not the Bank decides to execute the order.

The Bank is not obligated to execute orders that have been issued using electronic means, provided that no separate written agreement has been concluded.

The Client is responsible for the timely issue of orders that are tied to a specific execution date.

Due to statutory regulations, the Bank must obtain various information and documents from the Client for the execution of orders. It is in the interest of the Client to provide the Bank with this information and documents in due time and in the format requested by the Bank given that, otherwise, the Client's orders may be delayed, executed incorrectly or not executed at all.

The Bank cannot be held liable for non-execution or delays in the execution of orders caused in connection with the fulfilment of its statutory obligations or official orders of responsible authorities, or that are not compatible with internal or external rules of conduct and measures of the Bank in some other way (e.g. embargo or anti-money laundering rules).

The Bank is entitled to rely on the accuracy of the information obtained from the Client. Any damage resulting from this information, such as an incorrect fiscal or regulatory categorisation of his business relationship, must be borne by the Client insofar as the Bank is unaware or under no obligation to find out that such information is outdated, incorrect or incomplete.

In the event that unusual or suspicious payments are received, the Bank will, after establishing the particular circumstances, decide whether to credit the payment to the Client's account or to effect a reverse transfer. Furthermore, the Bank reserves the right, without the Client's consent, to debit from the Client's account an amount previously credited to the same account if the original booking was made unlawfully and, in particular, erroneously or illegally. The Bank is to inform the Client of the debit within a reasonable period. Orders relating to financial instruments are to be processed in accordance with the principles governing execution of transactions in financial instruments ("best-execution policy"), as amended.

The Bank is not obligated to execute orders for which no credit balance or collateral is available. If the Client has submitted various orders, the total of which exceeds the available credit balance or the credit granted to him, the Bank is entitled to decide at its own discretion, taking into account the order date and the timely receipt in any case, which orders should be executed in full or in part.

The Bank is entitled to decline to execute a cash withdrawal, an account closure with payment of the balance in cash or any other transaction that might have the effect of severing the paper trail (e.g. physical delivery of securities or precious metals). The Client acknowledges that statutory provisions apply to the physical transfer of the aforementioned assets across national borders (e.g. customs declaration regulations). The Client shall comply with these regulations at all times.

#### **9. Errors in transmission**

The Client bears any damage resulting from the use of the postal service, telephone, e-mail, courier services, transport organisations or other means of transmission insofar as the Bank is not guilty of any gross negligence in the use of these forms of transmission.

#### **10. Recording of telephone conversations and electronic communications**

The Client duly notes and accepts that the Bank is entitled, and in some cases obligated, to record telephone conversations and electronic communications. The recording obligation applies in particular if the Bank accepts, forwards and executes orders from the Client relating to financial instruments. The Client is entitled to receive a copy of any records relating to him during the statutory retention period.

#### **11. Communications from the Bank**

Communications from the Bank will be considered duly delivered if they have been dispatched or held at the Client's disposal in accordance with the most recent instructions received from him or, for the Client's protection, in a manner deviating from such instructions. If the Client has agreed on an electronic communication channel with the Bank, communications will be considered duly delivered as soon as they first become available to the Client or his authorised agent on this channel.

Where joint accounts are concerned, any communications as defined above in this section are also regarded as having been sent to the other Client(s).

The date on the copy of the correspondence held by the Bank or any mailing documentation, such as a mailing list, is deemed to be the date of dispatch.

Correspondence that the Bank has been instructed to hold will be considered duly delivered on the dates that the correspondence bears. The Bank takes receipt of any correspondence sent by third parties to the Bank for the Client's attention and is entitled to file it exclusively with retained correspondence, even if it has been opened by the Bank. The Bank is released from any further obligation in this regard.

Where justified by special circumstances, the Bank is entitled to send correspondence to the Client's home address or make it available in the selected electronic service. This applies in particular when the Bank would like to ensure that the Client is in possession of all banking documents.

The Client acknowledges the retained correspondence as having been delivered to him in due time and bears any damage resulting from the retention of said correspondence. Retained correspondence will be archived separately by the Bank for a period of three years. In all other respects, the legally prescribed time limits for archiving apply.

In addition, Bank employees are entitled to consult the retained correspondence in preparation for discussions with the Client.

#### **12. Dormant accounts**

A business relationship is considered dormant if the Bank has been unable to establish contact with the Client or authorised agent for at least 10 years. Therefore, the Client must ensure that contact between him and the Bank is not severed and that his assets do not become dormant. The Bank advises the Client to appoint one or more authorised agents. The Bank may also take appropriate measures to prevent accounts from becoming dormant.

The Bank shall endeavour with all due diligence and at reasonable cost to determine the Client's new address or other contact details in order to contact him. Dormant business relationships will be continued, although the Bank reserves the right to debit charges directly from the account for its costs in connection with these relationships, as well as its expenses for enquiries and investigations. The Bank will in particular be entitled to send correspondence on this matter to any Client address that has been provided by the Client or that it may find through own investigations, as well as to the Client portal. Dormant accounts that show a negative balance may be terminated and closed without further notice.

### 13. Complaints and approval

The Client shall raise any complaint with regard to incorrect (securities) account statements, transaction slips or other Bank notifications immediately upon receipt of the same, but no later than 30 days after receipt, where applicable.

The express or tacit acknowledgement of an account or asset statement includes approval of all the items it contains and of any reservations made by the Bank. The Client agrees that obvious errors on the part of the Bank may be corrected beyond the expiry of the notice period for objection and without consulting the Client.

### 14. Conditions and costs

Interest, fees (incl. negative interest), commission, expenses and taxes that have been agreed upon or are standard are to be credited to or debited from the Client at the discretion of the Bank but usually monthly, quarterly, every six months or annually. The current interest rates, fees and commissions can be found in the relevant published fee schedules / product fact sheets. Changes may occur at any time due to changes in market conditions or costs, respectively, and will be communicated by appropriate means, for example by posting them on the Bank's website ([www.vpbank.com](http://www.vpbank.com)).

Any taxes and duties that are levied at or by the Bank in connection with the business relationship or that the Bank must retain under mandatory applicable law, state treaties or contractual agreements with foreign bodies, as well as costs incurred by the Bank, will be charged to the Client.

Further, the Client agrees that the Bank is entitled to charge him for any additional efforts associated with the business relationship. This may include, for example, costs arising in connection with compliance investigations, debt enforcement, insolvency, administrative assistance and legal assistance, disclosure or other proceedings.

The Bank is obligated to disclose to the Client the costs and ancillary costs of both investment services and ancillary investment services (service costs) beforehand (ex ante). If the precise costs are not known to the Bank, these will be disclosed on the basis of estimates. In the case of asset management mandates, such disclosures must be made at the service level. For execution-only or non-advisory business and investment advisory mandates, the Bank shall disclose such costs on a transaction-related basis. Where certain criteria apply, and in particular if the Client is classified as a professional, the Bank may disclose the costs in a generalised, standardised manner.

### 15. Foreign currencies and foreign currency accounts

Client assets in foreign currencies will be invested in the Bank's name but on behalf of the account and at the risk of the Client in the same currency within or outside the currency area concerned. The Client shall bear all economic and legal consequences of any measures taken by the relevant authorities that may affect any of the Bank's invested assets in the country of the respective currency, area of the currency or investment concerned in proportion to his share. Thus, the Bank does not accept any liability if the procurement of a foreign currency or the execution of payments involving that currency is late or impossible for any of the reasons stated above.

In the case of foreign currency accounts, the Bank will be deemed to have discharged its obligations merely by arranging an account credit with a correspondent bank at home or abroad.

Payment amounts in a foreign currency will be credited and debited in Swiss francs at the exchange rate effective on the day on which the amount concerned is booked at the Bank, unless the Client has promptly issued contrary instructions or holds an account in the foreign currency concerned. The Bank may credit a foreign currency amount to the relevant foreign currency account instead of the specified recipient account insofar as this is in the interest of the Client (e.g. to avoid additional costs). If the Client holds only foreign currency accounts, the Bank is entitled, where an amount is in a different currency, to decide at its own discretion on the account to which such amount is to be credited or debited.

### 16. Cheques

Payments made by the Bank with regard to discounted or credited cheques may be reversed or called in by the Bank if the cheques are not honoured (e.g. forged, missing or otherwise defective cheques). Until the cheque is honoured, the Bank will retain all of its rights under the relevant legislation or other entitlements to payment of the full cheque amount against all parties obligated under the cheque.

### 17. Stock exchange transactions, trading and brokerage

When executing orders for the purchase and sale of securities, derivative products and other assets, the Bank shall act vis-à-vis the Client as an agent or as the principal. For an explanation of the risks involved, the Client is referred in particular to the "Risks Involved in Trading Financial Instruments" booklet.

## 18. Transport, mailing and insurance

The transport, mailing and insurance of assets are to be performed on behalf of and at the risk of the Client. If the Client does not issue any instructions in this regard, the Bank will make the decisions regarding insurance and the declaration of value at its own discretion.

## 19. Safe custody

### 19.1 Items that may be held in safe custody

The Bank accepts the following items for safe custody and administration in open deposits:

- Securities of all kinds, including those held on a book-entry basis, with the exception of physical US certificates
- Non-securitised money market and capital market investments
- Debt register claims and other rights not evidenced by certificates
- Precious metals
- Valuables
- Derivatives
- Documents

The Bank may, at its sole discretion and without giving reasons, decline to accept items for deposit in safe custody or to open a safe custody account. The Bank may demand at any time that a safe custody account be terminated or individual deposited items be removed. This also applies, in particular, if the Client fails to comply with any investor restrictions applicable to him.

If the Client would like physical securities account positions delivered to him, he must inform the Bank of this at least two bank working days before the desired delivery date.

These provisions on items held in safe custody are valid regardless of whether they are held by the Bank and/or by a central collective deposit facility or third-party custodian (secondary custodian bank) and/or whether they are registered in the name of the Bank, the Client and/or a third party (a nominee). The hire of safe deposit boxes is governed by a separate set of regulations.

### 19.2 Inspection of items deposited

The Bank is entitled to inspect deposited items for authenticity and potential blocking notices or may arrange for such inspection to be carried out by third parties at home or abroad. The Bank shall carry out the inspection using the available resources and documentation.

The Bank is under no obligation to carry out sale and delivery orders or corporate actions until said inspection is complete and any re-registration has taken place.

### 19.3 Sealed items placed in open deposit

Sealed items placed in open deposit must have the details of their value appended to them. Their wrapping must bear the Client's full and exact address and a declaration of the contents. The Bank is entitled at any time to demand proof of the nature of the deposited items and to check the contents.

Items placed in open deposit must not contain any flammable or otherwise hazardous items or objects that are unsuitable for storage in a bank building.

The Bank will not undertake any administrative actions for sealed securities account positions.

### 19.4 Custody and settlement

The Bank undertakes to store the Client's securities account positions in a secure location or have these stored by a third party with the same care it would use for its own assets. It will carefully select the third parties that it commissions and regularly review the quality and services of said third parties. The Bank keeps records and accounts that enable it to distinguish the securities account positions stored for individual Clients from one another, as well as from its own securities account positions.

Securities account positions are generally stored with third parties in the name of the Bank. However, the Bank may also register the securities account positions in the name of a third party (a nominee) or in the name of the Client. However, these items are always stored on behalf of and at the risk of the Client.

**The Bank is authorised to hold the deposited items in safe custody by category or have such objects held by a central custodian and/or third-party custodian (secondary custodian bank) of its choice (collective deposit).** In this case, the Bank is merely under obligation to return securities account positions of the same kind. There is, however, no entitlement to specific numbers or denominations.

Securities account positions belonging to the Client that are held by a third-party custodian are generally kept with the deposited items of the Bank's other Clients, but separately from the assets of the Bank or the third-party custodian. However, this separation often does not apply to the custodian chain as a whole or to the central custodian. The Bank only offers the Client such separation in the cases provided for by law.

The Client is contractually entitled to the transfer of the share of the assets of all of the Bank's combined Clients that are attributable to him. In the event of bankruptcy of the Bank, the securities account positions may generally be segregated. The Client will therefore gain ownership of or an ownership-like entitlement to the deposited items.

Any of the Client's assets deposited in the securities account are therefore protected against third-party access within the scope of the applicable legal system. This will not affect the Bank's rights of lien and rights of offset, the Client's obligations arising from securities funding transactions or any shortage of the securities account positions held by a third party. The latter may lead to a reduction in all Clients' holdings.

Central and third-party custodians may be based abroad, specifically in member states of the EU or the EEA, as well as in Switzerland. Securities account positions are generally stored where they are traded or transferred and at the expense and risk of the Client if they are issued elsewhere.

Liechtenstein assets and those originating from Swiss issuers that are suitable for collective safekeeping must normally be held at the Swiss securities custody facility SIX SIS Ltd. Assets of foreign issuers are normally held in their home country or in the country in which they were purchased.

In the case of items that are held in collective safekeeping in Switzerland, the Client has a right of co-ownership in the value of the collective deposit in proportion to the assets booked to his account. Assets redeemable by lot may also be held in a collective custody account. The Bank shall distribute assets affected by the drawing of lots among the Clients concerned on the basis of a second drawing of lots, using a method that offers all affected Clients the same prospect of consideration as under the first drawing. Whenever items are withdrawn from a collective custody account, the Client will have no entitlement to receive specific numbers or denominations.

If deposited items are held abroad, the assets are subject to the law of the state in which the central and/or third-party custodian has its registered office. This may have implications for the rights of the Bank or the Client, especially in the event of bankruptcy on the part of the central or third-party custodian. If foreign legislation makes it impossible or difficult for the Bank to return to the Client the items held in safekeeping abroad, the Bank is merely obligated to obtain for the Client a proportionate claim to restitution at the location of a correspondent bank.

If deposited items are held in safekeeping by the Bank, the Bank will be liable for any negligence on the part of its employees assigned to fulfil its obligations. If deposited items are held in safekeeping by a third party, the Bank's liability is limited to the careful selection, instruction and monitoring of the central and/or third-party custodian.

Deposited items will be kept in individual custody in a sealed securities account instead of collective custody if the Client expressly requests individual custody, if collective custody is not possible owing to the nature of the assets or if it is rejected by the Bank for other reasons.

The Bank will not carry out any administrative actions if deposited items are kept in individual custody in a sealed securities account. This also applies in particular if deposited items that could be stored in collective custody are kept in individual custody at the request of the Client. The Client shall bear the additional risks resulting therefrom, as well as any additional costs incurred in all cases. If deposited items are held in a sealed securities account, the Bank is under obligation to return identical deposited items.

In addition to the Bank's lien and right of offset on the Client's securities account assets, a central or third-party custodian may also have a lien and right of offset or a right of retention on the securities account positions. However, this only applies to receivables arising from the safekeeping of securities account positions.

If Client trade orders regarding deposited items are executed, the proceeds of the sale in each case will be booked/credited subject to subsequent settlement, i.e. subject to the effective delivery or the effective receipt of payment. The Bank is under no obligation to execute trade orders concerning deposited items or balances that have not yet been effectively delivered and/or credited.

#### **19.5 Registration of deposited items - nominee**

The Bank is entitled to have the Client's deposited items registered in its own name, the Client's name or the name of a third person acting on the Bank's behalf (a nominee), though always on behalf of and at the risk of the Client.

The nominee is only liable to the Bank and assumes no liability towards the Client. Deposited items can be registered in the name of the Bank or the nominee but on behalf of and at the risk of the Client without prejudice to the duties and liability of the Bank as defined in these Basic Terms and Conditions.

The Bank may change the nominee for the deposited items at any time without obligation to notify the Client. The Bank may notify the issuers of deposited securities and/or other third parties (e.g. collective deposit facilities, third-party custodians, supervisory authorities) that it or the nominee is acting on behalf of and at the risk of the Client or, where necessary, on behalf of and at the risk of other Bank Clients but in the Bank's or nominee's own name in a fiduciary capacity as holder in trust.

#### **19.6 Market supervision and disclosure**

Statutory or regulatory duties of disclosure may arise in connection with the trading, safekeeping or administration of securities account positions (e.g. upon reaching or falling short of a certain share amount). Unless the statutory provisions state otherwise, it is the sole duty of the Client to enquire with issuers and/or the relevant authorities as to

any reporting obligations and to comply with any and all applicable obligations. The Bank is not obligated to inform the Client of his reporting obligations. It may refuse to execute orders that it suspects would trigger such a reporting obligation or violate the associated applicable regulatory requirements.

### 19.7 Issuers

In connection with the trading, safekeeping and administration of deposited items, the Bank may be empowered to exercise rights in its own name but on behalf of the Client. If the Client holds the deposited items of an issuer that is insolvent or subject to comparison, class action, bankruptcy, reorganisation proceedings or corporate actions, the Bank may transfer the debt claims and ancillary rights associated with these deposited items to the Client for direct exercise.

At the first request of the Bank, the Client is under obligation to accept the assignment of the debt claims and ancillary rights in his name or have this accepted in the name of a third party. If the Client does not provide the Bank with the name of a third party within the notice period granted to him, the assignment will take place in his own name so as to allow him to initiate all the necessary measures to safeguard his interests in the context of the proceedings set out above.

The Bank is under no obligation to take any further steps, even if it has not assigned the rights mentioned here or has not suggested the assignment of these. The Client is responsible for asserting his own rights in the context of the above-mentioned proceedings and must gather the necessary information on his own.

### 19.8 Technical administration of securities account assets

The Client is generally responsible for the administrative and investment management of the deposited items. He must take all the necessary precautions for safeguarding the rights associated with the deposited items. If the Client does not provide instructions on time or at all, the Bank will make the decision at its own discretion while safeguarding the interests of the Client the best way possible (e.g. charging the Client's account in connection with the exercise of subscription rights). Likewise, claims for the reimbursement or offsetting of withholding tax may only be asserted on the basis of a written order by the Client, and only insofar as the Bank decides to offer such reimbursements or offsetting of withholding tax as a service.

The Bank's securities account administration services are purely technical in nature and do not involve any economic analysis. To obtain the latter, the Client must sign an asset

management agreement with the Bank. The Bank is under no obligation to search available sources of information (e.g. the Internet) for information that might relate to the Client's securities account assets. The Bank will be responsible for the following services commencing on the day the assets are deposited:

- Collection or best-possible realisation of interest and dividends due and securities due for redemption
- Monitoring drawing by lot, calls for redemption, conversions, subscription rights and amortisations of securities on the basis of the standard industry information sources available to the Bank but without any assumption of responsibility by the Bank in this regard
- Procurement of new coupon sheets and exchange of interim certificates for definitive certificates
- In the case of rights not (yet) evidenced by securities, the performance of all customary and necessary corporate actions by virtue of the nature of said rights

Where couponless registered shares are concerned, administrative actions will only be performed where the mailing address for dividends and subscription rights is in the name of the Bank.

Further, provided that the Client gives instructions in good time, the Bank shall

- obtain conversions;
- arrange payments on securities not yet fully paid in;
- collect interest and principal repayments on mortgage securities;
- call mortgage securities for collection and effect their collection;
- exercise or sell subscription rights; unless the Bank receives instructions to the contrary from the Client within an appropriate time limit, it will be entitled at its sole discretion to sell or exercise subscription rights at best after expiry of the deadline communicated to the Client; and
- buy, sell and exercise other rights.

The Bank will not be obligated to take follow-up action to safeguard the Client's interests unless it has received further instructions to that effect.

The Bank shall not take any measures with regard to debt enforcement or legal action and, in particular, shall not perform any representative duties in connection with insolvency or judicial proceedings; in such cases, the Bank shall limit itself to forwarding information that it has received. It will merely pass the information it receives on to the Client.

### 19.9 Deferred issue of physical certificates

In the case of assets whose securitisation in the form of a physical certificate is or can be deferred, the Bank is expressly authorised

- to arrange for the cancellation of certificates already deposited and to book such assets as unsecuritised rights;
- to carry out the customary corporate actions, issue the necessary instructions to the issuer and obtain the requisite information from the issuer for as long as the assets are deposited on behalf of and at the risk of the Client; and
- upon delivery from the account to the Client, to require the certificate to be drawn up.

### 19.10 Valuation

Valuations of assets held in securities accounts are based on rates and prices obtained from the customary sources of information. It is possible that some of this information is only updated infrequently. Valuation may also be performed by the issuer itself or by an independent third party that is in no way affiliated with the issuer. If this information is not or no longer available to the Bank, the Bank will decide whether to retain the most recent valuations in the extract of the deposited items or to forgo declaring the value of the relevant item. **In any event, the values stated are merely indicative and are not binding for the Bank. Bank statements may not be used as the basis for other legal transactions.**

### 20. Compliance with legislation / fiscal probity / economic sanctions

The Client is responsible for complying with the legal and regulatory provisions applicable to him. This includes, among other things, correct reporting of his assets and income and/or revenue for tax purposes, and all associated declarations and notifications under the tax/legal provisions applicable to him personally. It is the responsibility of the Client to find out about and comply with such provisions.

At the request of the Bank, the Client shall provide the Bank with written confirmation of compliance with his tax obligation issued by an independent tax adviser.

The Bank may be obligated by law to disclose its business relationship with the Client as well as any further details associated with this relationship to a foreign authority (e.g. a tax office), a counterparty of the Bank (e.g. a custodian) or other involved parties (e.g. another financial intermediary) in connection with the Shareholder Rights Directive (SRD). In such cases, the Bank is entitled to report the business relationship as well as all the necessary details to the relevant offices. This reporting does not release the Client

from his legal obligations. This applies, in particular, to the disclosure of his income and wealth situation as part of his tax return and the settlement of the relevant tax payments.

The Client duly notes that the scope for making certain payments or investments may be limited by sanctions imposed at any given time by the United Nations, Switzerland (e.g. by the Swiss State Secretariat for Economic Affairs [SECO]), the European Union, the United States (e.g. by the US Office of Foreign Assets Control [OFAC]) or by other competent national or international authorities. The Client hereby confirms that he will not issue orders to the Bank to make payments or investments that will result in the Bank or its authorised third-party agents (e.g. correspondent banks, collective deposit facilities or third-party custodians [secondary custodian banks]) executing or facilitating transactions or holding assets in safekeeping that are the object of sanctions. If the Client has grounds to believe or becomes aware that he himself, persons with a right of disposal, beneficial owners or other third parties, his transactions or his assets have or will become the object of sanctions, he must inform the Bank immediately.

### 21. Release from banking secrecy / forwarding of data

Pursuant to legislation on banking secrecy, data protection and other forms of professional confidentiality (hereinafter referred to as "secrecy laws"), the Bank's governing officers, employees and authorised agents have a temporally unlimited duty to refrain from disclosing information gained in the course of business relationships. The information subject to secrecy laws is hereinafter referred to as "Client data".

Client data comprises all the information relating to the Client's business relationship, most notably confidential information concerning the account holder, persons with a right of disposal, beneficial owners and any other third parties. This confidential information also includes the name / company name, address, residence/domicile, date of birth/establishment, occupation/purpose, contact details, account number, IBAN, BIC, other transaction details, account balances, portfolio data, information on loans and other banking/financial services, tax information and information relating to due diligence.

**In order to provide its services and to safeguard its rights and entitlements, the Bank is required to forward data subject to secrecy laws to VP Bank Group companies or third parties abroad and to grant employees of the Bank or of authorised third parties remote access to Client data from locations at home or abroad, provided that they have undertaken to abide strictly by said secrecy laws. The Client hereby expressly releases the Bank from the secrecy laws applicable to his Client data and authorises the Bank to forward his Client data to VP Bank Group**

companies or third parties at home or abroad. Such Client data may be forwarded in the form of documents that the Bank has received from the Client in connection with the business relationship or that the Bank itself has produced.

Accordingly, the Bank is entitled to forward Client data in the following instances in particular:

- The Bank is ordered by a court of law or some other authority to forward Client data.
- The forwarding of data is required in order to comply with domestic or foreign law applicable to the Bank (e.g. in connection with the SRD).
- The Bank issues a statement on legal actions initiated against the Bank by the Client or a third party on the basis that the former provided these services to the Client.
- The disclosure of information, such as the entry of collateral in a register, is necessary for the establishment of collateral in favour of the Bank or the recoverability of said collateral.
- The Bank is realising collateral posted by the Client or third parties by way of satisfaction of the Bank's claims against the Client.
- The Bank is engaging in enforcement proceedings or other legal action against the Client.
- The Bank is responding to accusations made against it by the Client in public or before domestic or foreign authorities.
- In connection with the execution of payment orders, the Bank is obligated to forward the Client data, or such forwarding is standard practice. As a result, such Client data becomes known to the banks and system operators involved (e.g. SWIFT or SIC) and usually also to the beneficiary. The use of fund transfer systems may require orders to be processed through international channels, meaning that Client data is routed to one or more foreign countries, whether through automated data transfer or at the request of the institutions involved.
- The Client applies to the Bank for a credit/debit card for himself or for a third party.
- Providers of services to the Bank receive access to Client data under the terms of agreements concluded with the Bank (e.g. distribution agreements for financial instruments).
- The Bank performs Group-wide coordination tasks such as those associated with anti-money laundering, risk management or marketing.
- The Bank is outsourcing specific areas of business or parts thereof to Group companies or third parties in Switzerland or abroad (cf. section 25). This includes, for example, the printing and mailing of Bank documents, the maintenance and operation of IT systems, loan administration such as the reviewing of loan applications, the processing, increasing or extending of a loan

and other loan changes, and asset management. Within the framework of the statutory regulations, every business division may generally be outsourced.

- The product-specific documents relating to a securities account asset (e.g. a security issue or fund prospectus) provide for the forwarding of Client data.
- In connection with the trading, safekeeping or management (cf. section 19.8) of securities account assets (cf. section 19.1), the Bank is obligated or authorised by domestic or foreign law to forward the Client data. This includes reporting transactions to supervisory authorities or approved reporting mechanisms within the framework of FINFRAG, EMIR and MiFIR or involved parties in connection with the SRD. The forwarding of data may likewise be necessary for execution of a trading transaction or for safekeeping or management purposes. This is the case, for instance, if exchanges, collective deposit facilities, third-party custodians, brokers, correspondent banks, issuers, financial market supervisory authorities or other authorities are obligated to require the Bank to disclose Client data. The Bank may forward Client data upon request in certain instances, but also on its own initiative (e.g. when filling in the requisite documents for trading transactions or the safekeeping or management of assets).
- Disclosure requests may also be made after the conclusion of trading transactions or the safekeeping or management of assets, in particular for monitoring or investigation purposes. In such cases, the Bank may make trading or the safekeeping or management of securities account assets contingent on the prior issue of a separate written declaration in which the Client expressly releases the Bank from secrecy laws. In the absence of such a declaration, the Bank is entitled, though not obligated, to decline all orders relating to the securities exchanges concerned.
- For the purpose of restoring Client contact where there is a loss of contact, particularly if the business relationship has not yet become dormant (cf. section 12).

The Client duly notes that, once forwarded, Client data may no longer be protected by secrecy laws. This is especially true when Client data is forwarded to a foreign country, in which case there is no guarantee that the level of protection in the foreign country is equivalent to the protection afforded in the Bank's home country. Domestic and foreign legislation and administrative orders may in turn require VP Bank Group companies or third parties to disclose the Client data they have received. In this case, the Bank has no control over the further use of such Client data. The Bank is under no obligation to inform the Client that Client data has been forwarded.

## 22. Investment consulting and asset management

The Bank is not obligated to monitor investments for which it has provided investment advice unless a special agreement has been concluded to that effect. In particular, the Bank has no duty at any time to inform the Client of the performance of the value of such investments or to draw the Client's attention to any required action that has become necessary in the interim (e.g. deletion from a recommendation list or issue of buy/sell recommendations in the context of financial analyses).

Furthermore, when providing asset management or investment consulting services, the Bank is not obligated to take the tax implications of investment decisions/recommendations under the law of the Client's country of domicile or the implications for other taxes or duties into account. The Bank does not accept any liability in this regard nor does it provide advice on tax law. The Client duly notes that investment income is normally taxable. Depending on the tax law applicable in the country in question, distributions of investment income or sale proceeds may be liable to taxes that must be paid directly to the competent tax authority and that therefore reduce the amount payable to the Client.

## 23. Legal and tax advice

The Bank will not provide legal or tax advice and will not make statements or recommendations - whether general or tailored to the Client's specific circumstances and needs - concerning the tax treatment of assets or the income they generate.

## 24. Financial inducements

The Bank reserves the right, within the bounds of applicable law, to pay inducements to third parties for the acquisition of Clients and/or the provision of services. Such inducements are generally calculated on the basis of the commissions, fees, etc., charged to the Client and/or the volume of assets placed with the Bank. The amount of the inducement is usually a percentage of the calculation basis applied. The Bank shall disclose the amounts of inducements paid for the provision of a particular service. Upon request, the Bank will disclose further particulars of agreements made with third parties in this regard at any time. The Client hereby waives any right to demand more extensive information from the Bank.

If the Bank provides independent investment consulting or asset management, it will not accept financial inducements from third parties or will forward such inducements on to the Client.

The Client duly notes and accepts that, in connection with the provision of non-independent investment consulting and/or the execution of orders involving financial instruments (execution-only and non-advisory business), the Bank is entitled to receive and retain financial inducements, insofar as these improve the quality of the service provided to the Client and do not lead to a conflict of interest. The Bank shall disclose the amounts of the inducements received for the provision of a particular service. The financial inducements retained may include those paid by third parties (incl. Group companies) in connection with the acquisition/distribution of collective capital investments, certificates, notes, etc. (hereinafter referred to as "products"; these include products managed and/or issued by a Group company), in the form of volume discounts and finder's fees (e.g. from issue and redemption commissions). The size of such remunerations varies according to the product and the provider. Volume discounts are usually calculated on the basis of the volume of a product or product group held by the Bank. The amount of such discounts usually corresponds to a percentage of the management fees charged for the product in question and is credited periodically throughout the holding period.

Finder's fees are one-off payments amounting to a percentage of the issue and/or redemption price concerned. Additionally, sales fees may also be paid by issuers of securities in the form of discounts on the issue price or one-off payments equivalent to a percentage of the issue price.

The following table illustrates the percentage ranges in which such inducements may be made.

### Trailer fees

Product category	Indicative percentage range*
Investment funds	
Money market funds	Up to 0.5 %
Income funds	Up to 1.0 %
Equity funds	Up to 2.0 %
Other funds	Up to 1.5 %
Non-traditional funds	Up to 2.0 %

### Structuring or placement fee

Structured products	Up to 2.0 %*
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\* Percentage range (in % investment value p.a.)

In addition, the Client may request further details from the Bank regarding the arrangements made with third parties concerning such inducements at any time.

## 25. Outsourcing of business activities, services and data processing

Within the framework of the statutory regulations with regard to outsourcing business divisions and services, the Bank may, generally speaking, outsource any business division and any service and/or parts thereof. This includes, for instance, payment transactions, securities settlement, investment controlling, loan administration, printing and mailing of Bank documents, maintenance, operation and safeguarding of IT systems, asset management and the fulfilment of reporting obligations (e.g. the filing of reports under FATCA or AEOI). Services and divisions may be outsourced to the Bank's affiliates and Group companies as well as to third parties. These may have their registered office in the Bank's country of domicile or abroad. The Client agrees that to this end, the Bank may transfer Client data to selected third parties and business partners and have the Client data stored, administered and processed in their central computer systems. Within the framework of the data protection regulations applicable to the Bank, Client data may be processed in countries in which the level of protection afforded is not equivalent to that prevailing in Liechtenstein or Switzerland. However, Client data is to be forwarded only if the selected third parties and business partners have previously undertaken to preserve banking secrecy and demonstrate an appropriate level of data protection.

## 26. Limitation of liability

The Bank will perform all acts within the scope of the business relationship with the Client with the standard of care and diligence customary in the industry. Within the limits of the relevant laws, regulations and contractual arrangements in the context of the entire banking relationship between the Client and the Bank, the Bank's, its employees' or auxiliary persons' and any VP Bank Group entity's liability in any dealings with the Client for any resulting and duly proven loss or damage will be limited to cases of gross negligence or wilful misconduct.

## 27. Lien and right of offset

The Bank has a lien and right of offset on all assets that it keeps at its own premises or elsewhere at the expense of the Client for all existing or future receivables arising from the business relationship. This applies regardless of whether the receivable is due, which currency it is denominated in or whether separate collateral has been arranged for it. The lien and right of offset also applies to any indemnification and exemption claims of the Bank, particularly if they are raised by third parties (e.g. liquidators or authorities) in connection with transactions performed for the Client or assets held for the Client.

In the event of default by the Client, the Bank is authorised and entitled at any time to liquidate privately or by enforced sale the assets on which it has a lien, in particular, to declare that it is acting in its own name and to set off against each other the balances on all accounts of the Client, irrespective of their designation or currency and of any ongoing forward transactions, or to make claims against them individually and/or liquidate the assets on which it has a lien privately or by enforced sale. The Client must indemnify the Bank in full against all justified claims for damage, losses and costs (incl. external costs such as legal fees) arising from the delay.

## 28. Termination

Insofar as no period of notice of termination or notice date has been agreed upon, the Bank is entitled to terminate existing business relationships or individual services at any time and, in particular, to revoke approved or granted loans and declare the balances of these due for repayment without further notice. Even if a period of notice of termination or a notice date does exist, the Bank may terminate the business relationship immediately in the following cases:

- The Client is in default of payment.
- The financial situation of the Client has deteriorated considerably.
- Criminal proceedings are being initiated against the Client or his pledger on account of money laundering or predicate offences. If the Client or pledger is a legal entity, the same applies if the criminal proceedings are initiated against a governing body, a beneficial owner or a beneficiary.

## 29. Delivery, liquidation and deposit with a court of law

If the business relationship or service is terminated or if the Bank can no longer hold individual assets or balances for product-specific, regulatory or other reasons, the Client is under obligation to inform the Bank of where the assets and balances should be transferred within the notice period granted to him. If the Client fails to do so, the Bank is entitled, upon expiry of the notice period granted, to charge a fee of 1% of the overall value of the assets per month or a flat-rate minimum fee until the Bank is provided with a corresponding transfer order by the Client. If charging such a fee would result in a negative balance on the account(s), the Bank is entitled to liquidate a portion of the deposited assets to cover the negative balance.

The Bank may deposit the assets with a court of law, physically issue them or liquidate them and send the proceeds and the Client's remaining balance to the Client's last

known address for correspondence in the form of a cheque in a currency determined by the Bank. The Client agrees to the Bank's entitlement to book out illiquid assets from the Client's securities account and to waive any claims. The assets and balance are thus deemed to have been refunded to the Client. The procedure described above also applies if the transfer is not possible for any other reason.

### **30. Public holidays and Saturdays**

Local public holidays at the Bank's registered office and Saturdays are regarded as equivalent to Sundays for business purposes.

### **31. Invalidity of and gaps in the Basic Terms and Conditions**

Should one or more provisions of the Basic Terms and Conditions become ineffective or invalid or should any gaps emerge in the Basic Terms and Conditions, the remaining provisions nevertheless continue to apply. The invalid provisions must be interpreted or replaced with provisions that most closely approximate the original intention.

### **32. Modifications to the Basic Terms and Conditions**

The Bank reserves the right to modify these Basic Terms and Conditions at any time. The Bank will communicate such modifications in advance and in an appropriate form. The modifications are considered accepted by the Client if no written notification to the contrary is received within one month.

### **33. Applicable law and place of jurisdiction**

All legal relationships between the Client and the Bank are governed by and construed in accordance with Swiss law to the exclusion of conflict-of-law rules. The place of performance and exclusive place of jurisdiction for all disputes and legal proceedings in connection with the legal relationship between the Client and the Bank is Zurich. However, the Bank reserves the right to bring action against the Client before any other competent court or authority.

# Additional Terms and Conditions

## a. Basic Terms and Conditions for Electronic Services

### 1. Scope

These Basic Terms and Conditions apply to all present and future electronic services and channels (hereinafter referred to as the "Electronic Services") unless they expressly relate to a specific Electronic Service. In the event of a conflict between these Basic Terms and Conditions and those that relate to a specific Electronic Service, the latter terms and conditions apply.

The Electronic Services (incl. web portal services, mobile apps, data transfer, etc.) provided by the Bank are described on the Bank's website. The Bank reserves the right to alter the services provided at any time.

### 2. Access to Electronic Services

The Client and his authorised agents and/or users (hereinafter referred to as the "Client" alone or collectively as the "User[s]") will have technical access to the Electronic Services at their discretion either over the Internet via the Internet service provider (ISP) of their choice and using the appropriate software obtained from third parties, via a mobile phone obtained from third parties and/or via some other electronic device, which, at the minimum, satisfies the specifications given on the relevant updated page of the Bank's website or elsewhere, or via direct dialling (without using the Internet as a channel of communication).

Access to Electronic Services is achieved by the respective user authentication mechanism (one- or two-factor authentication) set forth in the individual Electronic Service agreement. The user authentication details will be sent to the mailing address most recently provided to the Bank by the Client.

Anyone who verifies their identity using the means of identification specified in the applicable terms and conditions will have access to the Electronic Services.

Orders, instructions and notifications via the Electronic Services will be deemed to have been written, authorised and sent by the User regardless of any restrictions in the internal relationship between the Users and regardless of any statements to the contrary in the Commercial Register, in publications or in the arrangements provided for in the signature documents of the Bank. Thus, the Bank will be deemed to have satisfied its obligations properly if, having correctly verified the User's identity in accordance with the authentication details, the Bank then complies with the notifications, instructions and orders received under the individual Electronic Service agreement.

The Client unconditionally acknowledges all transactions made via the Electronic Services in combination with his personal user authentication details or those of his designated Users, especially if made without written instructions, in relation to the money/securities accounts specified in the individual Electronic Service agreement and any annexes or supplements thereto.

### 3. Issuing orders

The User may use the Electronic Services 24 hours a day. However, the execution of instructions, stock exchange orders and payment instructions in particular will depend on the business hours of the Bank and the other institutions and systems involved, such as stock exchanges, settlement systems and clearing houses.

Orders are to be issued by sending the appropriate data and will be processed by the Bank once all such data has reached the Bank. Once placed, an order can be revoked only by contacting the Bank directly in good time, i.e. before the order has been executed. If an order was issued to the Bank electronically and it subsequently becomes clear that it has not been executed by the Bank fully or at all as instructed, the User has a duty to lodge an appropriate complaint with the Bank.

The User must check that all data is complete and accurate before sending it. Responsibility for data sent by the User lies with the Client until such time as receipt of the data is confirmed via the Electronic Services. The Client shall bear the risk of messages being misdirected or returned to sender as a result of the entry of inaccurate or incomplete information.

The Bank is entitled to refuse to provide information or accept instructions, orders or notifications via the Electronic Services and to demand user authentication by other means at any time and without giving reasons.

Orders, instructions and notifications received by the Bank will be processed by the Bank within the context of its overall relationship with the Client. In particular, the Bank therefore reserves the right to refuse to execute orders on the grounds of insufficient funds or an inadequate credit limit.

The Bank is not obligated to execute orders that have been issued using electronic means, provided that no separate written agreement has been concluded.

Notifications that are sent to the Bank via the internal messaging function of an Electronic Service (e.g. e-banking, web portal and corresponding mobile app) may not include orders (e.g. stock exchange orders, payment orders), blocking instructions (e.g. blocking of access to e-banking or of Maestro cards) or any other instructions to the Bank that are dependent on a time limit. Any damage

incurred by the Client as a result of notifications in breach of this provision will be borne solely by the Client.

The Client hereby declares that he is aware that Electronic Services are not suitable for same-day speculative trades in equities and derivatives or for exploiting short-term price fluctuations. The Client accepts that, for system-related reasons, it may sometimes be impossible to resell purchased securities on the same day via the Electronic Services.

#### 4. Signing of documents

The Bank may, but is under no obligation to, recognise as legally binding the Bank's forms that have been scanned and transmitted via an Electronic Service and that are signed by the Client or an authorised agent (within the scope of his respective authorisation in accordance with the Bank's authorisation forms). Among other things, it may make the legally binding nature of the Bank's forms dependent on the physical transmission of a signed original and on the use of certain file formats.

#### 5. Obligations of the User

The User is obligated to keep his authentication details in separate places, to keep them secret and to protect them from misuse by unauthorised persons. If there is any reason to suspect that an unauthorised party has gained or could gain access to the authentication details, the User is obligated to inform the Bank of this immediately during standard business hours and confirm this immediately in writing. The Bank will immediately block the authentication details of the person concerned. Any and all resultant costs will be borne by the Client.

The User is obligated to minimise the security risks arising from the use of the Internet by taking appropriate state-of-the-art security measures (in particular password protection, antivirus programs, firewalls, etc.). Further, he is obligated to take note of the security information published on the websites of the individual Electronic Service or otherwise provided to him and, where relevant, to implement the recommended security measures within a reasonable period of time.

#### 6. Exclusion of warranty and liability

The Bank makes no guarantee that the User will have unrestricted, uninterrupted access to the Electronic Services, or that the User's use of such Electronic Services will be unrestricted or uninterrupted. Similarly, the Bank cannot guarantee unrestricted Internet operation or transmission of data via e-mail, text messaging, mobile app, etc., in time to be of use.

The Bank will assume no liability for loss or damage suffered by the Client through lack of legal capacity, whether of the Client himself or his authorised representatives. Moreover, the Bank will not be liable for any indirect or consequential loss or damage, including loss of profits, third-party claims or loss suffered as a result of any breach by the Client or his authorised agents.

The Bank will assume no liability for the User's terminal device (e.g. computer, mobile phone), for technical access to the Electronic Services or for the requisite software. Likewise, the Bank will assume no liability for any defects in any software it may provide, for example via data storage media or download.

The Electronic Services are provided via an open, publicly accessible network (e.g. Internet, telephone network). The Bank accepts no liability for any loss or damage that may be suffered as a result of using such open networks. In particular, the Bank will not be liable for any loss or damage that may be suffered by the Client owing to transmission errors, technical faults, malfunctions, interruptions and delays (especially delays in processing), illegal hacking into the installations and systems of network and/or telecommunications operators, systems overloads affecting such operators, the malicious blocking of online access by third parties, disruptions, breakdowns, outages, or other failures or faults attributable to network and/or telecommunications operators.

If security risks are identified, the Bank reserves the right to suspend the Electronic Services concerned until the risks are eliminated. The Bank is also entitled to suspend the Electronic Services in question for the purpose of carrying out maintenance work.

#### 7. Blocking of access

The Client can have access to the Electronic Services blocked, either for himself or for other Users. The blocking of access may be requested only during the Bank's ordinary business hours and must be confirmed in writing without delay.

Access to the Electronic Services may only be restored upon the Client's written request to the Bank.

The Bank is entitled to bar the User's access to any or all of the Electronic Services without providing any reasons and without giving prior notice.

#### 8. Authorisation and conferral of powers

The Client's authorisation for Users to use the Electronic Services will remain in effect until a written revocation has been received by the Bank. It is hereby expressly stipulated that an issued authorisation will not expire upon the

death or incapacity of the Client, but will remain in effect until revoked in writing, irrespective of any statements to the contrary in Commercial Register entries or any other publications.

A revocation or change of a User's signing authority on the Client's signature forms deposited with the Bank will not in any way alter that User's authorisation to use the Electronic Services unless expressly stipulated otherwise. Rather, any alteration of said authorisation will require express revocation as described in the previous paragraph.

## 9. Banking secrecy

The User acknowledges that Swiss banking secrecy is limited solely to the territory of Switzerland. Consequently, all data to be transmitted outside of Switzerland and/or electronic data, etc., located outside of Switzerland is subject to the legal systems of other countries that often do not provide a level of protection of the Client's privacy comparable with the banking secrecy provisions in Switzerland.

The User acknowledges that data is transmitted via open networks that are accessible to anyone. Data may therefore be transmitted across borders, unchecked, even if both the sender and recipient are located in Switzerland. The User further accepts that the information that the User or the Bank communicates separately by e-mail, text messaging, mobile app, etc., is generally sent unencrypted, and that, as a result, banking secrecy is not guaranteed. Even if transmission is encrypted, the sender and recipient are still unencrypted. Therefore, it is possible for third parties to infer that a business relationship exists. The Bank is therefore unable to guarantee bank-client confidentiality when using Electronic Services, and the Client releases the Bank from its duty to comply with banking secrecy laws in this specific context.

## 10. Risks of communication via fax

If the Client wishes to communicate with the Bank via fax, losses may arise due to the order having been issued by fax, and the Client

- accepts all risks that might arise due to the order being issued by fax, in particular risks arising out of transmission errors, loss, delay, mutilation, misunderstanding, falsification or double execution, that he will not hold the Bank responsible for this and that he will indemnify the Bank in respect of any claims applied by third parties, at the first time of asking;
- agrees that the Bank is entitled, but not obligated, to identify the ordering party by applying appropriate measures, such as querying the order by telephone;
- acknowledges that, in case of doubt, the Bank is entitled, or even obligated, to refuse to execute orders;

- acknowledges all payments made by the Bank and debited from his account on the basis of faxed orders, and undertakes to settle without delay any debit balance at the request of the Bank.

## 11. Risks of communication via e-mail

If the Client wishes to communicate with the Bank via e-mail, he bears the following risks associated with e-mail traffic and solely bears responsibility for any resulting damage:

- Language content and electronic content of orders, instructions and notifications sent by e-mail (incl. the sender's e-mail address and other information regarding the sender) and the Bank's e-mails may be modified, manipulated and misused by third parties.
- In addition, e-mails written by third parties may be sent using an authorised e-mail user's e-mail address or that of the Bank so as to mislead the recipient as to the sender's identity.
- Lastly, the transmission of orders, instructions and notifications may be delayed, interrupted or entirely prevented by transmission errors, technical defects, interruptions, disruptions, unlawful interference, network overload, wilful blocking of electronic access by third parties or other shortcomings of network operators.

## 12. Terms and Conditions specific to e-banking

### 12.1 Access to e-banking

Access to e-banking services is achieved by entering the following user authentication details:

- Agreement number
- Username
- Password
- Additional security features provided by the Bank

The user authentication details will be sent to the delivery address provided to the Bank by the Client.

Persons who have identified themselves in accordance with this section will be deemed by the Bank as authorised to use e-banking. Within the scope and limits of the entitlements selected under the e-banking agreement, the Bank may allow the Client or User to access information, issue orders and make legally binding notifications without further verification.

### 12.2 Issuing orders

The reply given by the Bank to an issued order via e-banking constitutes confirmation of receipt only and not confirmation of the execution of orders/instructions.

Order execution will be confirmed by text message only where stock exchange orders have been carried out in part or in full. The Client or User duly notes that such exe-

cution confirmations may be delayed. Confirmation will not be provided in cases where stock exchange orders have been cancelled or have expired. The Client or User will be required to check the status of his orders in the e-banking system.

### **12.3 Obligations of the Client/User**

The Client or User is obligated to change the initial password allocated to him by the Bank immediately upon receiving it and subsequently at regular intervals. In particular, after changing the password, the Client or User may not make any written record of the new password. The password may comprise between 6 and 15 characters (numbers and/or letters). Passwords may not consist of easily ascertainable codes (e.g. telephone numbers, dates of birth, car registration numbers, names of friends or relatives).

The obligation to keep the password secret applies separately and individually to each individual Client or User. The Bank accepts no responsibility for damage arising from the misuse by a Client, User or other third party of the user authentication details of another Client or User.

However, the Client or User may and, where there is a danger of misuse, must block his own access to e-banking at any time (i.e. even outside the business hours of the Bank) by entering an incorrect password five times in succession or, as applicable (e-banking<sup>plus</sup>), have his participant/superuser block his user entitlement.

### **12.4 Exclusion of warranty and liability**

The Client shall bear all risks arising from the disclosure of his user authentication details or those of the User. The Client will be liable for all consequences of the authorised or unauthorised use of said user authentication details.

The Bank cannot accept any liability for the accuracy or completeness of the data, information and notifications it transmits. In particular, all information regarding money/securities accounts (balances, statements, transactions) and all generally available information, such as stock market prices and exchange rates, will be deemed to be provisional and non-binding. Data provided via e-banking is not deemed to constitute a binding offer unless expressly described as such.

### **12.5 Blocking access to e-banking**

The Client may cause his own access to the relevant VP Bank e-banking services to be blocked. Access to the money/securities accounts via e-banking will automatically be blocked if five successive attempts are made to gain access with an incorrect password and/or incorrect TXN. In the case of e-banking<sup>plus</sup>, an access block initiated by

the Client or User himself, by the Bank or by incorrect password or TXN entry must be removed by the superuser of the Client or User; only a block on the superuser's access will be removed following an investigation by the Bank of the causes of the blockage. The other blocks will be removed by the Bank following the relevant request and investigation.

### **12.6 Recording and safekeeping of Bank documents**

Within the bounds of any applicable statutory provisions, the Client himself will be responsible in particular for the content, recording and safekeeping of electronic Bank documents. The Client duly notes that individual electronic Bank documents will be available within e-banking for at least 180 days from their arrival in the system but will no longer be available in electronic form after said period has expired. A fee will be charged for any documents ordered after that period. If the e-banking agreement is terminated, the aforementioned time limit will not apply.

## **13. Terms and Conditions specific to Professional Data Feed**

### **13.1 Internet security**

When evaluating communications software for Professional Data Feed, particular emphasis was placed on security. To enhance the protection of the participant, a multi-tier security system was developed that relies, among other things, on high-specification cryptographic procedures. Thanks to this encryption, it is generally not possible for unauthorised persons to view confidential Client data. Yet, despite the state-of-the-art security measures implemented by the Bank, absolute security cannot be guaranteed with regard to either the Bank or the participant. The participant notes that his computer workstation can be a particular weak point in the Professional Data Feed service.

### **13.2 Exclusion of warranty and liability**

The Bank accepts no liability for the accuracy and completeness of data transmitted by the Bank and for its punctual arrival at the desired location. Likewise, information communicated in this manner (e.g. stock prices and exchange rates) will not constitute a legally binding offer unless expressly designated as such.

## **14. Security on the Internet**

It cannot be guaranteed that unauthorised third parties are unable to view confidential Client data, even in the case of security measures that conform to the latest technology. The terminal device (computer, mobile phone, etc.) and/or network of the User are part of the system. These components are, however, outside of the Bank's control and may become a weak point in that system.

The Client hereby acknowledges the risks set forth below and agrees to read any security information, which is provided on the web pages for the individual Electronic Services or supplied to the User by other means, and to implement any recommended security measures within a reasonable period of time:

- The Bank cannot guarantee either unrestricted access to or use of the Electronic Services, nor can the Bank guarantee the unrestricted operational availability of the Internet.
- Inadequate knowledge of the system and faulty security precautions (e.g. inadequately protected storage of data on the hard disk, file transfers, unauthorised "screen peeking") may facilitate unauthorised access. It is the Client's responsibility to ascertain exactly what security precautions are required and to comply with them.
- By drawing up an Internet traffic profile, the User's ISP is able to determine whom the User has been in contact with and when such contacts took place.
- There is a latent danger that, when the Internet is being used, a third party could gain access to the User's computer without being noticed (e.g. by means of a Trojan Horse or virus).
- In spite of security measures, when using the Internet, there is a constant danger of computer viruses spreading to the User's computer as soon as it comes into contact with the outside world. Virus scanners can assist the User in protecting his system and are urgently recommended. For additional information, please refer to the Bank's website.

Moreover, it is important to stress the importance of only using software from trustworthy sources.

## 15. Storing and processing of Client data

The Client duly notes that, as part of the operation and maintenance of the Electronic Services, the Bank may outsource Client data for processing and storage. This data will be processed and stored in accordance with the relevant banking and data protection legislation and all other applicable provisions and in compliance with banking secrecy requirements.

The Client hereby agrees that the Bank may use his data in anonymised form for bank-internal statistical purposes.

## 16. Electronic Bank documents (e-Post)

### 16.1 Delivery

By selecting the "e-Post" option, the Client commissions the Bank with immediate effect to deliver the Bank communications to the User in electronic format via the individual Electronic Service. In so doing, the Client forgoes physical delivery of said communications but duly notes

and hereby declares that he agrees that not all Bank notifications will be made via e-Post.

### 16.2 Place of performance and due service

The individual Electronic Service is deemed the place of performance for e-Post. The Client thus expressly acknowledges that, by delivering the communications electronically within the Electronic Service, the Bank fulfils its duties of notification and accountability in particular.

However, the Bank will also be entitled at any time and without giving reasons to deliver the communications in hard copy by normal post or in accordance with a retained correspondence agreement.

E-Post will be deemed duly delivered as soon as it first becomes available to the User within the Electronic Service. All relevant time limits (incl., in particular, the time limit for complaints) will begin as soon as the corresponding communication becomes available.

### 16.3 Complaints

The User will be obligated to consult delivered e-Post regularly and promptly, but at least once a month, and to check its content. The User undertakes to file complaints concerning e-Post immediately and at the latest within 30 days of receipt, failing which the e-Post in question will automatically be deemed to have been approved. This express or tacit approval will include the recognition and renewal of all entries contained in the documents, as well as any reservations made by the Bank. Insofar as the Client's balance on the e-Post is negative, the Client will be deemed to recognise said balance as a debt to the Bank even if the account relationship is continued.

If electronic delivery of an expected e-Post is not made, the complaint must be filed as if it were a complaint relating to a similar document delivered to the Client electronically in the normal course of business. The Client shall bear all damage arising from complaints that are not filed in good time.

### 16.4 Recording and safekeeping

Within the bounds of any applicable statutory provisions, the Client himself will be responsible in particular for the content, recording and safekeeping of e-Post.

### 16.5 Deactivation

The Client may commission the Bank at any time to deliver the Bank documents relating to one or more banking transactions a second time to him or his User in hard copy. In this case, the Bank shall deliver the Bank documents a second time in hard copy within a reasonable period of time. The Client duly notes that such e-Post previously

made available to the Client by the Bank is already deemed duly served.

### **17. Amendments**

The User will be notified of any amendments to the individual Electronic Services provisions in the appropriate manner. An amendment will be deemed accepted as soon as the Electronic Services are reused in spite of said amendment or if no written objection is received by the Bank within 30 days of its notification.

### **18. Termination with immediate effect**

The Electronic Services are of unlimited duration. They may be terminated in writing by either party at any time with immediate effect and without obligation to provide reasons. However, the Bank is entitled to block access to the Electronic Services without terminating the individual Electronic Service agreement if the Electronic Service has not been used for a period of at least 12 months.

### **19. Reservation of mandatory law**

These Basic Terms and Conditions and the provisions of the individual Electronic Service agreement will remain subject to any mandatory provisions of the law regulating the operation and/or use of the Electronic Service in question.

### **20. Severability**

In the event that any provision of these Basic Terms and Conditions and the individual Electronic Service agreement becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will, to the extent permitted by law, not be affected or impaired thereby in any way. The provisions thus made inapplicable are to be replaced by new provisions that achieve the original intended legal and economic purpose as closely as possible.

### **21. Foreign law**

The Client duly notes that by using the Electronic Services from abroad, the User may, in certain circumstances, violate the law of his country of domicile (e.g. import and export restrictions for encryption algorithms) or other foreign law, or that the use of the Electronic Services may be prohibited. The Client bears sole responsibility for ensuring he is fully informed on this subject. The Bank cannot accept any liability in this regard.

### **22. Exclusion of particular persons**

Persons who are domiciled and/or using the Electronic Services in the US will be excluded as contractual partners or Users. The Bank is entitled to restrict the range of Electronic Services provided in the light of the regulatory environment in a given country.

### **23. Modifications to the Basic Terms and Conditions**

The Bank reserves the right to modify these Basic Terms and Conditions at any time. The Bank will communicate such modifications in advance and in an appropriate form. The modifications are considered accepted by the Client if no written notification to the contrary is received within one month.

### **24. Applicable law and place of jurisdiction**

All legal relationships between the Client and the Bank are governed by and construed in accordance with Swiss law to the exclusion of conflict-of-law rules. The place of performance and exclusive place of jurisdiction for all disputes and legal proceedings in connection with the legal relationship between the Client and the Bank is Zurich. However, the Bank reserves the right to bring action against the Client before any other competent court or authority.

## b. Basic Terms and Conditions for the Use of the Maestro Card

### 1. Use of the Maestro card

The Maestro card can be used for the following functions:

- As a cash withdrawal card within Switzerland and abroad
- As a payment card for the payment of goods and services within Switzerland and abroad

If the Maestro card is used for further Bank services provided by the Bank, then this usage is solely regulated by the conditions agreed upon for such usage with the Bank.

### 2. Account linkage

The Maestro card is always linked to a specific account (hereinafter referred to as the "account") at the Bank.

### 3. Authorised cardholders

Persons authorised to use the card can be the account holder or holders of powers of attorney (hereinafter referred to as the "authorised cardholder"). The Maestro card is issued in the name of the authorised cardholder. Each Maestro card issued remains in the property of the Bank. The account holder is responsible for ensuring that all other authorised cardholders are informed of these Basic Terms and Conditions and any modifications thereto.

### 4. Identification

Each person who identifies himself through the insertion of the Maestro card

- and the entering of the correct Maestro PIN in a device equipped for this purpose; or
- by simply using the Maestro card (e.g. in a car park, at a highway tollbooth, to make a cashless payment); or
- by signing the transaction slip

is considered authorised to execute transactions with this Maestro card; this also applies if this person is not the actual authorised cardholder. Accordingly, the Bank is entitled to debit amounts that have been thus transacted and registered electronically from the relevant account. The risks arising from misuse of the Maestro card are thus assumed by the account holder.

### 5. Fee

The Bank can charge fees for the issuance and management of the Maestro card and for the processing of transactions using the card. These are to be made known in an appropriate form.

### 6. The authorised cardholder's duty of care

The authorised cardholder must fulfil the following duties of care:

#### a) Storage

The Maestro card and the Maestro PIN must be stored with particular care and separate from one another.

#### b) Keeping the Maestro PIN secret

The authorised cardholder must ensure that no one else is aware of his PIN. In particular, the PIN must not be passed on or made accessible in any other way (e.g. by noting upon the Maestro card or recording in any other manner, or in an altered form, or by storing it together with the Maestro card).

#### c) Changing the Maestro PIN

Upon receiving the PIN, the authorised cardholder can change it. The new PIN must be chosen in such a way that it is not easy to detect or deduce (no telephone numbers, birthdays, car registration numbers, etc.).

#### d) Transferring the Maestro card

The authorised cardholder may not hand his Maestro card to third parties or make it accessible to others in any way.

#### e) Control obligation and reporting of discrepancies

Account statements must be checked by the account holder immediately upon receipt. Any discrepancies, in particular debits resulting from misuse of the Maestro card, must be reported immediately and contested in writing to the Bank within 30 days of receipt of the statement. The Maestro card loss report form must be completed, signed and returned to the Bank within 10 days of receipt.

#### f) Reporting in case of loss

The authorised cardholder must immediately report any instances of loss, theft, confiscation at an ATM or suspicion of misuse to the unit designated by the Bank, regardless of any time difference.

#### g) Reporting to the police

If there is suspicion that a criminal act has occurred, the authorised cardholder must immediately report this to the police and take all reasonable steps to assist in resolving the matter and minimising the loss or damage incurred.

### 7. The Bank's right to debit

The Bank is entitled to debit all amounts resulting from the use of the Maestro card and all fees from the account. The Bank's right to debit also remains in full force in the case of a dispute between the authorised cardholder and third parties. Amounts in foreign currencies will be converted into the account currency.

## 8. Selecting and changing the Maestro PIN

The Maestro PIN is delivered to the authorised cardholder in a separate, sealed envelope. The Maestro PIN is a machine-generated, six-digit secret number that is unique to the card and is known neither to the Bank nor to third parties. If multiple Maestro cards are issued, then each Maestro card receives its own Maestro PIN.

Alternatively, the authorised cardholder can select a new six-digit Maestro PIN, which will immediately replace the previously valid Maestro PIN. The Maestro PIN can be changed at any time and as often as desired.

## 9. Renewal of the card

The Maestro card will remain valid up to and including the expiry date displayed on the card. Subject to correct business procedures and unless the authorised cardholder expressly notifies the Bank that the card is not to be renewed, the Maestro card will be replaced by a new Maestro card prior to the expiry date indicated on the card.

## 10. Cancellation

The Maestro card can be cancelled at any time. The withdrawal of authorisation has the same effect as a cancellation. Once notification of cancellation has been made, the Maestro card must be returned to the Bank immediately and without demand. No claim can be made for refunding of the annual fee in the event of premature confiscation or return of the card. Despite cancellation, the Bank remains entitled to debit all amounts from the account that are based on transactions that have been made before the effective return of the Maestro card.

## 11. Technical malfunctions and operational breakdowns

The authorised cardholder may not claim compensation for incidents related to technical faults and breakdowns that resulted in an inability to use the Maestro card.

## 12. Card limits / usage limits

The Bank sets a usage limit for each issued Maestro card and informs the account holder of these limits in an appropriate manner. It is the responsibility of the account holder to inform any authorised cardholder regarding the usage limit.

The Maestro card may only be used if sufficient cover is available on the associated account (credit balance or authorised credit limit).

## 13. Transaction slip

The authorised cardholder can obtain a transaction slip on request when using the Maestro card at most ATMs. Transaction slips are also made available either automatically or on request when the authorised cardholder purchases goods and services using the Maestro card. The Bank does not send any debit advice.

## 14. Blocking

The Bank is entitled to block the Maestro card at any time, without previous notice to the authorised cardholder and without providing reasons.

The Bank will block the Maestro card upon the explicit request of the authorised cardholder, the loss of the Maestro card and/or the Maestro PIN, as well as cancellation by the authorised cardholder. Blocking of the card can only be requested from the unit designated by the Bank. The Bank is entitled to debit the account for all debit arrangements entered into prior to the blocking of the card becoming effective, within the period of normal business. The account holder can be charged for costs associated with the blocking.

## 15. Modifications to the Basic Terms and Conditions

The Bank reserves the right to modify these Basic Terms and Conditions at any time. The Bank will communicate such modifications in advance and in an appropriate form. The modifications are considered accepted by the authorised cardholder if the Maestro card is not returned before the modifications come into effect.

## 16. General Terms and Conditions of the Bank

The Bank's General Terms and Conditions apply.

## c. Terms and Conditions for Precious Metals Accounts

### 1. Object

At the Client's request, VP Bank (Switzerland) Ltd (hereinafter referred to as the "Bank") shall manage precious metals accounts in the Client's name for the purpose of trading in precious metals and coins.

### 2. Metals not held as securities account assets

The precious metals in the precious metals account will not be held as physical assets but merely on a book-entry basis. This means that the precious metals will not constitute assets in the Client's securities account and that the Client will have no claim to ownership of such metals but merely a claim against the Bank for the corresponding amount. Assets in the Client's precious metals accounts will be valued as follows:

Precious metals	bars and plate by weight
Coins	by number

### 3. Delivery entitlement and modalities

Pursuant to the applicable legal provisions, the Client will have a claim against the Bank for physical delivery of the precious metals held in the account. To satisfy this entitlement, the Bank shall sell the desired quantity of precious metals on the account and obtain the requisite physical delivery from third-party banks. The Client's entitlement to take physical delivery of the metals exists only insofar as such third-party banks fulfil their delivery obligations.

The Client must give the Bank at least three bank working days' notice for withdrawals so that timely delivery is possible. Any loss resulting from delivery delays will be borne by the Client, save in the case of gross negligence on the part of the Bank. The Client will acquire ownership of the precious metals only upon their physical delivery to him.

Physical delivery will, in principle, take place at the office of the Bank. Where so agreed with the Client, the Bank shall make the physical delivery of the precious metals at another place, provided that this is feasible in practice and accords with the legal provisions in force at such place of delivery. In the event of war, a state of emergency or similar cases of force majeure or transfer restrictions, the Bank reserves the right to make physical delivery of the precious metals at the place at which its office is located.

All costs in connection with the delivery will be borne by the Client. The risk of loss of the precious metals in transit will be assumed by the Client.

Physical delivery of precious metals will be made in the customary commercial ingot weights and quality. The Bank is entitled to debit from the Client any production surcharges applicable at the time of delivery. Any difference between the weight credited to the precious metals account and the weight of metal physically delivered will be settled at the international price prevailing for the precious metal in question at the time of such delivery settlement. In the case of coins, the delivery entitlement will not include any right to receive coins of a particular year or issue.

### 4. Minimum amounts, interest and statements of account

The Bank is entitled to prescribe minimum amounts and quantities for account credits, account debits and physical deliveries. Credit balances on precious metals accounts will not attract interest. Statements of account will be drawn up at least once per year.

### 5. Fees, taxes and duties

The Bank will charge a precious metals account management fee determined in accordance with a separate tariff, and this fee may be adjusted at any time by the Bank. All taxes, duties, etc., in connection with the management of precious metals accounts (incl., in particular, those in connection with physical delivery) will, where permitted by law, be borne by the Client.

### 6. General Terms and Conditions and amendments to these Terms and Conditions

In all other respects, the Bank's General Terms and Conditions apply. The Bank reserves the right to amend the Terms and Conditions for Precious Metals Accounts at any time. The Client will be notified of such amendments in writing or by other appropriate means and, in the absence of any objection by the Client within a period of one month, the amendments will be deemed to have been accepted.

# Your contact – wherever you may be

VP Bank (Switzerland) Ltd is a bank domiciled in Switzerland and is subject to supervision by the Swiss Financial Market Supervisory Authority (FINMA), Laupenstrasse 27, 3003 Bern, Switzerland, [www.finma.ch](http://www.finma.ch)

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Signatory of:



