

## Custody Account Regulations

January 2024 version

This text applies analogously to female persons and to a plurality of persons

These Custody Account Regulations shall apply in addition to the General Terms and Conditions of SB Saanen Bank AG (hereafter referred to as the Bank) to the valuables and other suitable assets of which the Bank assumes custody (hereafter the "custody items", in particular even if these are kept in the form of intermediated securities.

The present document shall replace all previous versions of the Custody Account Regulations

### 1. Receipt of custody items

SB Saanen Bank AG (hereinafter the "Bank") shall accept the following custody items, in particular:

- Financial instruments for custody, booking, management and trading.
- Documents and other valuables for custody where they are suitable for this.
- Precious metals in standard trading and non-standard trading form and coins with numismatic value for custody.

The Bank may without giving reasons decline to accept custody items.

The Bank may check or arrange for third parties in Switzerland or abroad to check custody items deposited by the Customer to see if they are genuine and to see if there are any blocking notifications but shall not assume any liability in this connection. In this case the Bank shall not execute sale and delivery orders and management actions until the checking process has been completed.

### 2. Liability

The Bank shall keep the Customer's custody items with the customary duty of care. It shall be liable only for direct loss or damage which has been directly caused by it due to a breach of the customary duty of care but under no circumstances for more than the declared custody value. In particular, the Bank shall not be liable for loss or damage which has arisen due to atmospheric conditions, force majeure or natural hazards.

Furthermore, the Bank assumes no responsibility for the performance of the custody items. The Customer acknowledges that past performance of a financial instrument is no indication of its future performance.

The Bank shall not be liable in the case of financial instruments of third-party providers for incorrect or omitted information in prospectuses or other documents (such as information on pricing) or for resulting losses.

### 3. Reporting and disclosure obligations

The Customer shall be independently responsible for fulfilling any reporting and disclosure obligations to which he is subject as well as any obligations he has in relation to companies, trading platforms, authorities or other market players (including, but not limited to, the disclosure of equity interests, and submission of a takeover bid). This shall apply even if custody items with the custodian are not registered in the name of the Customer. The Bank shall not be obligated to notify the Customer of these obligations. Where the custody items are registered in the name of a nominee company or the Bank, the Customer must inform the Bank immediately of any reporting obligation.

Subject to notifying the Customer, the Bank shall be authorised to completely or partially refrain from executing actions for custody items which result in the Bank being subject to reporting obligations

The Customer shall bear sole responsibility for complying with any restrictions that apply under applicable domestic or foreign law, for fulfilling conditions, or for obtaining necessary approvals if he executes or arranges for transactions with custody items. The Customer shall be responsible in particular for the procurement of information in connection with reporting and information obligations and restrictions. If such obligations are only introduced after a purchase has already taken place, the Bank shall be authorised to sell the custody items in question where the Customer fails to comply with a corresponding request on time and it has given him notice of its intention to sell them.

### 4. Waiver of right to be provided with information

The Customer waives his right to be provided with information that is relevant in connection with the exercise of his shareholder rights. The above shall be without prejudice to any mandatory statutory provisions.

### 5. Custody

#### 5.1 Type of custody

The Bank shall be authorised to arrange for custody items to be held in safe custody with a third party in its own name but for the account and at the risk of the Customer. If the Customer specifies to the Bank a third-party custodian which the Bank does not recommend to the Customer, the Bank shall have no liability in any case for any actions of the said third-party custodian.

The Bank is authorised to deposit custody items in whole or in part in collective custody accounts operated by the Bank itself, third party banks or a central custodian. If a collective custody account exists, the Customer shall be co-owner of the total assets in the collective custody account, whereby the co-ownership share of the Customer shall be based on the relationship between

the value of the assets deposited by him and the total value of the assets in the collective custody account. When withdrawing assets from the collective custody account, the Customer shall not be entitled to select specific numbers, items or denominational units.

Generically-held securities subject to redemption by drawing shall be distributed by the Bank among the Customers by way of a second drawing. In this second drawing, the Bank shall use a method that allows consideration of all Customers in a manner equal to that of the first drawing

### **5.2 Custody items held in safe custody abroad**

Where custody items held in safe custody abroad are traded, the Customer agrees that the custody items shall be subject in principle to the laws and customs at the place of custody. These foreign laws and customs may differ from those in Switzerland and may not provide an equivalent level of protection for the Customer.

Assets in foreign custody may, at the option of the Bank, be held in safe custody, booked, and managed by a correspondent bank, a custodian or a central collective custodian on behalf of the Bank for the account and at the risk of the Customer. Custody items may, however, also be registered at the Bank's discretion to the Customer and segregated, i.e. held in safe custody in the name of the Customer. The Customer thereby agrees to the foreign custodian knowing his name.

### **5.3 Registration of the custody items**

Custody items made out to specific names may be registered in the relevant register (e.g. in the share register) in the name of the deposit holder, provided the relevant authorisation has been granted. The Bank may, however, also arrange for the custody items to be registered in its own name or in the name of a third party but always for the account and at the risk of the Customer. The Bank shall not be liable for the consequences of trading in restricted financial instruments, in particular if the Customer does not meet the relevant requirements or fails to take the necessary steps to obtain the issuer's consent.

The Customer acknowledges and agrees that his data relating to the custody account relationship with the Bank may be disclosed to third parties (e.g. issuers or third-party custodians) when registering the securities held in custody.

### **5.4 Cancellation of certificates**

The Bank shall have the right to cancel certificates that have been received and have them replaced with uncertificated securities provided this is permitted according the applicable law.

### **5.5 Transport insurance**

The Bank shall be authorised to take out transport insurance for the custody items of the Customer in its own name but for the account of the Customer.

### **5.6 Duration of custody**

The custody is generally for an unspecified period. The Customer is entitled to call for the custody items to be surrendered. Custody items are only surrendered during the Bank's normal business hours. If they are deposited with a third-party the surrender times and time limits that are standard in banking practice shall apply.

The Bank may at any time and without giving reasons call for some or all of the custody items to be taken back or sold. If the Bank no longer wishes to keep custody items in custody, the Bank shall ask the custody account holder for instructions as to where the custody items are to be transferred or whether they are to be sold. If the custody account holder fails to issue instructions to the Bank even after a reasonable grace period has been set, the Bank may make physical delivery of custody items or liquidate them. The Customer shall bear all costs and any losses or damage incurred as a result of custody items being taken back, surrendered or liquidated.

### **5.7 Special provisions for sealed custody accounts**

Only valuables, documents and other items suitable for custody in a sealed custody account may be held in safe custody in sealed custody accounts.

Perishable goods, hazardous, flammable or fragile objects or items, which for other reasons are not suitable for custody in a bank building, are unsuitable for custody in sealed custody accounts.

If the Customer deposits unsuitable items and there is resulting loss or damage, the Customer shall be liable for this. The Bank shall be authorised to demand evidence from the Customer concerning the nature of the items in custody or to check the content of the sealed custody accounts.

Custody items which are delivered must be submitted in sealed envelopes or packages and bear an address with the name and exact address of the Customer as well as a declaration of the full value.

When the items kept in the custody account are taken back the Customer must check that the seal is still intact. The Bank shall be discharged from any liability upon surrender of the items to the Customer.

## **6. Management**

### **6.1 Management actions without express instructions**

The following management actions in particular may be performed by the Bank without the Customer's express instructions:

- collection or realisation of due interest, dividends, other distributions and repayable custody items,
- monitoring of drawings of lots, calls, conversions and sub-

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- cription rights,
- amortisation of securities,
- collection of new coupon sheets and replacement of securities certificates.

In performing the management actions, the Bank relies on the publications and lists available to it but assumes no liability whatever in this regard.

### 6.2 Credits and debits

The Bank shall be authorised to debit/credit the account of the Customer for management actions, special services, and expenses, taxes, duties and fees charged by foreign depositories. Any corresponding costs which are incurred shall be borne in full by the Customer.

## 7. Trading

### 7.1 Insufficient funds

The Bank shall be under no obligation when orders are accepted to verify that there are sufficient funds in accounts or custody accounts to cover those orders. In the event of a shortfall the Bank may call on the Customer to ensure there are sufficient funds within a reasonable time. Otherwise the Bank shall be entitled without further ado to liquidate positions for the account and at the risk of the Customer.

### 7.2 Actions by the Bank on its own account

The Bank shall have the right to act as principal for its own account in orders by the Customer to purchase or sell assets with a market price or stock exchange price.

### 7.3 Assumption of custody items in trust

If it is not customary or if it is impossible for the customer to acquire title to custody items, the Bank may acquire or arrange for the acquisition of these in its own name or in the name of a third party but still at the risk and for the account of the Customer and exercise or arrange for the exercise of the rights arising thereunder. Any costs, losses or damage arising from such transactions shall be borne by the Customer.

### 7.4 Execution Only custody accounts

In all cases in which the Customer has not signed a separate written agreement for a financial service, the Bank shall manage the custody account of the Customer as an Execution Only custody account.

In the case of Execution Only custody accounts, the Bank shall accept and transmit only orders relating to financial instruments. The Swiss franc shall be deemed to be the reference currency, unless otherwise agreed.

Unless the Bank notifies the Customer otherwise, the Customer shall be classified as a private customer within the meaning of the Swiss Financial Services Act (FinSA).

The Customer is aware and agrees that he makes the orders transmitted by him for the purchase and sale of financial instruments through the Execution Only portfolio without investment advice, asset management and warning or information obligations of the Bank. The Customer shall assume full responsibility for his investment decisions and the resulting risk.

The Customer explicitly acknowledges that in the case of Execution Only the Bank does not check the appropriateness and/or suitability of the financial instruments acquired by him in relation to his knowledge and experience in the investment sector, his investment objectives, his financial circumstances, including his capacity to bear losses and his risk tolerance ("appropriateness test" or "suitability test") and that this disclaimer is not reiterated by the Bank each time such a transaction is executed. The Customer must independently assess whether the relevant financial instruments are appropriate and suitable for him and must refrain from purchasing financial instruments whose mode of operation he does not sufficiently understand.

The Customer is familiar with the type and scope of Execution Only and the associated costs and risks as well as the risks generally associated with financial instruments. The Customer understands and accepts these risks, assumes sole responsibility for his actions and discharges the Bank from any liability. The Customer is similarly aware of the financial relationship with third parties, the market offering taken into account in the selection of the financial instruments, the name and address of the Bank, its sector of activity and its regulatory status, and the possibility of instigating mediation proceedings before a recognised ombudsman's office. Reference is also made to the brochure "Risks involved in Trading Financial Instruments" which is available on the Bank's website.

## 8. Amendment of the Custody Account Regulations

The Bank reserves the right to amend these Custody Account Regulations at any time. Such amendments shall be communicated to the Customer either by post, on the Bank's website, in the Bank's customer areas or in any other suitable way. Unless the Customer objects within 30 days, they shall be deemed to have been approved. Once the amendment is notified the Customer shall be free to terminate the services affected by the amendment in writing.

Saanen, January 2024