

General Terms and Conditions (GTC)

All references in this text should be interpreted as equally applicable to all genders, and applying equally to individual or multiple individuals / entities. Issue December 2021

The conditions set out below serve to regulate the mutual relationship between the client and Founders Bank Ltd. (hereinafter referred to as the "Bank"), irrespective of which of the Bank's services or products the client uses. Special agreements made by the Bank are unaffected by these General Terms and Conditions. The present document replaces all previous versions of the General Terms and Conditions.

1. Right of disposal

The right of disposal as notified to the Bank applies in respect of the Bank until such time as it is revoked in writing in a communication addressed to the Bank, irrespective of any publications and / or entries in the Federal Commercial Registry to the contrary. Should any individual with a right of disposal become incapacitated, the client must inform the Bank of this immediately.

The Bank is not liable for any damages resulting from an individual with a right of disposal being incapacitated unless this incapacity has been reported to the Bank and the Bank has failed to exercise customary due diligence.

In the event of the client's death, the Bank is entitled to demand all documentation and certification it deems necessary with a view to establishing the rights of heirs or third parties. Any costs associated with obtaining such documents (e.g. in connection with translation or issuing certificates) must be paid by the individual / entity requesting them.

The Bank is entitled to restrict or cancel the right of disposal as it deems appropriate following the client's death.

The Bank may accept authorisations other than those recorded on the Bank's own authorisations form but is not under any obligation to do so.

If the client issues contradictory or unclear instructions regarding the right of disposal, the Bank is entitled to restrict the right of disposal.

2. Legitimation checks

The Bank will check whether someone has a right of disposal, for example by comparing the signatures with the signatures in the Bank's records. The Bank is not obliged to conduct additional verification procedures, but it is entitled to do so.

The client must store the Bank's documents with care and protect them against access by unauthorised third parties. Whenever the client issues payment orders, the client must take every precaution to avoid the risk of fraudulent practices. The client must keep passwords and codes secret. The client will be liable for any damages caused by their failure to exercise their duty of care. The Bank takes appropriate measures to detect and prevent fraud. If the Bank fails to exercise customary due diligence in respect

of these measures, the Bank will be liable for any resulting damage. If damage is caused despite the fact that neither the client nor the Bank has breached their duty to exercise due diligence, each party will be liable for the portion of the damage that can be attributed to their respective area of responsibility.

3. Due care and liability risk

The Bank will exercise customary due care in providing its services. The Bank's liability is limited at all times to direct damages incurred by the client as a direct consequence of the Bank's actions.

4. Business relationship with more than one individuals

Where the Bank enters into a business relationship with more than one individuals, all the individuals concerned will be jointly and severally liable in respect of any claims by the Bank arising from the business relationship. They must act jointly in respect of the business relationship. This provision does not apply if a written agreement to the contrary has been reached with the Bank.

5. Client instructions, cancellation, reversal and non-execution of orders

The Bank will follow the client's instructions. The Bank is entitled to refuse to carry out instructions, or to cancel or reverse instructions, in certain circumstances, particularly if the client does not have sufficient funds, if the Bank recognises that the client could damage themselves if the instructions are carried out, or if the Bank is in any doubt as to the authority of the individual issuing the instructions to do so. The Bank is also entitled to refuse, cancel or reverse an instruction if the Bank is prohibited from carrying out the instruction as a result of statutory or regulatory requirements, internal bank policies, official orders, or domestic or international sanctions or agreements by which the Bank is required to abide.

The Bank is entitled to reverse orders and transactions posted in error.

If the client issues orders that are collectively worth more than the credit available to the client or the credit granted to the client by the Bank, the Bank is entitled to determine which instructions will be carried out in full or in part, and which instructions will not be carried out.

The Bank may take this decision at its own discretion regardless of the date and time at which the instructions concerned are received.

6. Client's duty to provide information

The Bank relies on access to the latest information about its clients in order to conduct its business.

Therefore, the client is obliged to notify the Bank without delay, truthfully and in writing of any change to their personal details, their authorised representatives and

controllers, as well as of any changes to the beneficial owners (specifically their names, effective postal address, address for deliveries, nationality and tax status) for the assets concerned.

If the client breaches this duty, the client will be liable for any costs associated with obtaining missing information, as well as for any additional damages incurred by the Bank.

7. Accounts without contact and dormant assets

The client must ensure that lines of communication with the Bank remain active. If contact is lost, the Bank is entitled to charge the client for any costs associated with finding their address, as well for costs of special procedures for handling and monitoring the client's dormant assets. Any dormant business relationships, or business relationships in respect of which contact is lost, will be dissolved by the Bank if they are associated with a debit balance.

8. Notifications from the Bank

Notifications from the Bank to the client will be deemed to have been duly issued if they are dispatched in accordance with the client's last instruction, or if they deviate from that instruction in order to protect the client. All notifications from the Bank will be deemed to have been accepted by the client unless the client objects to them within 30 days.

9. Transmission errors

If damage is caused as a result of the use of means of communication such as postal services, transport companies, telephones, electronic communication or any other means of communication (specifically as a result of loss, delay, misunderstandings, distortions or duplications), the party in whose area of responsibility the cause of the damage falls will be held liable for the damage. If the damage is incurred as a result of a chance incident or force majeure, and if neither the client nor the Bank has breached its duty to perform due diligence, each party will be liable for the damage they have themselves incurred.

The client recognises that messages and notifications sent by e-mail and other insecure means of communication are not secure, and that there is no guarantee that the confidentiality of these messages and banking secrecy will be maintained when these systems are used. E-mails are also susceptible to being misdirected or intercepted, and may contain malware. The Bank recommends that the client should not send confidential information by e-mail or via any other insecure means of communication. Any orders sent via such systems may be rejected at any time by the Bank.

10. Execution of orders and availability

As a rule, orders will only be processed and posted during the Bank's standard hours of business. There may be a delay between the order being issued and its being carried out as a result of the Bank's hours of business, public holidays in Switzerland or abroad, trading days and stock market trading hours. A delay may also occur if an order has to be processed manually or using a specific technical procedure, as a result of technical failure, due to system checks or for

other reasons. The Bank will not be held liable for any such delays, or for any orders that are not executed because they are rejected, are otherwise defective, or for any other reason, unless the Bank has breached its duty to perform customary due diligence. If the Bank has breached its duty, its liability will be limited to lost interest. The value of any lost interest will be calculated on the basis of the Bank's interest rates. The client declares they are aware that the Bank cannot guarantee permanent availability during normal hours of business. For the purposes of all business transactions conducted with the Bank, Saturdays, Sundays and statutory holidays are not considered to be working days.

11. Accountability and complaints

The client will receive statements of account and / or assets periodically (e.g. daily, monthly, quarterly, annually). These statements will show all movements in and out of the respective account, including credit and / or charging of interest, fees, commissions, expenses and taxes. Any objections or complaints, particularly in relation to the execution or non-execution of instructions of any kind, account, deposit or asset statements, the value of credit or any other notification from the Bank must have been raised with the Bank immediately following receipt of the relevant notifications, and in any event no later than 30 days following receipt; if no complaint has been made by then, the client will be deemed to have accepted and approved the notifications concerned.

If the client fails to raise an objection in good time, they will no longer be entitled to assert any claim against the Bank in relation to any defects in the notifications or documents concerned.

If the client is expecting notifications and / or documents and has not received them, they must report the delay to the Bank immediately.

12. Accounts held in foreign currencies and / or in precious metals

The Bank will invest bank assets equating to the value of the client's credit in foreign currency. These assets will be invested in the Bank's name at its correspondence banks, but on behalf of the client and at the client's risk, in the same currency, either in the country where the relevant currency is used or elsewhere.

The Bank is not responsible or liable in respect of any taxes and charges to which this credit may be subject as a result of the holdings within the currency area, or in the country / region in which the correspondence bank has its registered office. If official measures are taken in the country in which the credit is invested, and if these measures are not connected to the Bank or to the client, the client will bear the economic and legal consequences arising from their portion of the sum invested.

The Bank's responsibility arising from accounts in foreign currencies is fulfilled exclusively by means of a sale or payment order, or by the issue of a cheque at Founders Bank Ltd. I General Terms and Conditions (GTC) the office where

the account is held. Amounts in foreign currencies will be credited and / or charged in Swiss francs unless the client has an account in the foreign currency concerned, or issues the Bank with instructions to the contrary in good time. Any conversions from one currency to another will be carried out at the exchange rates published by the Bank for the relevant payment type, as applicable at the point at which the transaction is processed by the Bank. The client must bear any loss risks (e.g. in the event that the transaction is reversed and re-credited to the account, in the event of a system failure or if trading is suspended as a result of extraordinary market conditions).

13. Conditions

The Bank sets prices and conditions (e.g. target and actual interest rates and / or interest rate margins, commissions, fees, expenses, withdrawal restrictions incl. restrictions on withdrawals by means of staggering or notice periods, exchange rates for foreign currencies). The Bank is entitled to alter the prices and conditions at any time to reflect changing market conditions and / or to introduce new prices and conditions. In addition, it is specifically entitled to introduce negative interest rates (meaning that interest is debited from the client's account rather than credited to it). The Bank will issue notification of any changes to prices and conditions by post, on its webpages, in client zones or in any other appropriate manner.

Alterations may be made without prior notice under certain circumstances, provided this is justified. Once the changes have been officially announced, the client is entitled to terminate the service affected by the changes by issuing notice to this effect in writing. New or increased fees or prices will be deemed to have been accepted if the client does not terminate the service or product affected within 30 days of the new or amended fees / prices being announced. Any thirdparty costs incurred by the Bank in the course of its activities on behalf of the client will be charged to the client.

14. Cash transactions

Irrespective of the set conditions, the Bank is entitled to limit or refuse individual cash payments into or from an account without providing justification.

15. Payment transactions

The Bank will execute a payment order, provided that: all the information requested by the Bank has been provided; the client has sufficient credit in their account at the point in time at which the payment is made, or has a credit limit in place to cover the payment concerned (the available credit must at least match the amount of the order); and the execution of the order is not subject to any statutory or regulatory requirements, official orders, domestic or international sanctions, or other prohibitions and restrictions that would prevent the payment from being made. The client recognises that a payment order may be rejected after it has been carried out, including by the recipient's bank or a correspondence bank, and that there

is no obligation to justify why the order has been rejected in such circumstances.

The Bank is entitled to reject incoming payments in respect of which the information provided is incomplete, inaccurate or unclear or where relevant information is not consistent with the data held by the Bank. Where there is no requirement to block received payments, incoming payments may also be rejected for a number of other reasons (e.g. if an account has been closed or liquidated, on the basis of statutory or regulatory provisions, official orders or domestic or international sanctions). Under such circumstances, the Bank is entitled to inform all parties (incl. the individual / entity that sent the payment) as to the reason why it has not been credited. The amount will be credited or debited to the account detailed in the payment order in the currency of that account, regardless of the currency in which the payment was originally made. If a payment is not executed immediately or is rejected, the Bank will credit the amount back to the account concerned if that account has already been debited.

The Bank has the option of making a further attempt to execute the payment once the issue that caused the original payment to be rejected, or that prevented it from being executed, has been resolved. The Bank assumes no liability for damages resulting from the non-execution, rejection or repeated execution of an instruction.

16. Bills of exchange, cheques and similar instruments

The Bank is entitled to charge back discounted or credited bills of exchange, cheques and similar instruments if they remain unpaid. Nevertheless, in these circumstances, the Bank will retain rights to the payment of the full amount of any bills of exchange and cheques under the regulations covering bills of exchange and cheques, and is entitled to assert these rights against all parties placed under an obligation by the instruments concerned until such time as any debit balance has been settled. Any damages incurred as a result of the redemption of fake or counterfeit bills of exchange, cheques or similar instruments will be borne by the client if the fraud can be attributed to the client's failure to carry out due diligence. The Bank takes appropriate measures to detect and prevent fraud. If the Bank fails to exercise customary due diligence in respect of these measures, the Bank will be liable for any resulting damage.

17. Recording of communication and interactions on Bank premises

The client agrees that the Bank may record sound and / or images associated with any communications (phone calls and communications carried out electronically), as well as interactions on Bank premises (incl. at mobile or temporary bank premises), and that these recordings may be stored by the Bank.

The Bank is entitled to use these recordings for the purposes of quality assurance, in order to fulfil statutory or regulatory requirements, and for evidential purposes.

18. Rights of lien and set-off

If the client is in debt to the Bank, the Bank is granted a right of lien in respect of all the assets the Bank manages or stores on behalf of the client, at any of its offices or elsewhere. This provision also applies to unsecured credits and loans, and to credits and loans subject to special security arrangements. The Bank is entitled, at its own discretion, to liquidate the securities, either freely or by means of compulsory liquidation, as soon as the client falls into arrears with respect to the client's obligations. The Bank holds a right of set-off in respect of all claims against it, irrespective of the due dates or currencies of its own demands.

19. Recommendations, advice and additional information

The Bank will not be liable for damages incurred by the client resulting from suggestions, recommendations or additional information provided by the Bank, unless it can be proven that the Bank has been grossly negligent.

The Bank does not provide the client with advice, and is not subject to any requirements to provide information regarding a given product or service. Nor is it under any obligation to check or clarify whether a given product or service is suitable for the client. This provision does not affect any written agreements to the contrary.

20. No legal or tax advice

The Bank does not provide any legal or tax advice in connection with the business relationship. In particular, any advice or information provided by the Bank will not refer to the client's circumstances in relation to tax law, or to the consequences of a given investment, product or service for the client from a taxation point of view.

The Bank is specifically not required to take account of the client's tax circumstances. The client recognises that the Bank will not be liable for any tax related repercussions associated with its activities in this regard, or associated with any information that it may provide. All tax liabilities arising from the business relationship with the client will be charged to the client.

The Bank is entitled to retain and pay tax without the prior agreement of the client where this is required by law or in accordance with regulations. If the client is in any doubt as to any aspect of their tax affairs, they should consult a tax adviser.

21. Compliance with laws and regulations

The client is under an obligation to abide by the terms of domestic and international statutory and regulatory provisions, particularly those in connection with the prevention of fraud and terrorist financing, as well as to abide by applicable criminal and tax law. If the client breaches any of these provisions, the client must bear the costs and expenses associated with the Bank's efforts to clarify the matter concerned, and indemnify the Bank against any losses.

The client acknowledges that, upon entering into the

business relationship, or in the course of the business relationship, circumstances may arise that oblige the Bank to clarify aspects of the business relationship or of a transaction, to freeze assets, to report the business relationship to a relevant authority, to terminate the business relationship or to refuse to execute transactions. The client is under an obligation to provide the Bank with truthful information as required and upon request in order that the Bank may fulfil its statutory clarification and / or reporting requirements.

The Bank may take measures in order to comply with and / or implement statutory and regulatory requirements, international agreements or sanctions, in order to ensure the business relationship operates as smoothly as possible, or for other internal or external compliance or security reasons. In particular, the Bank may restrict the availability of services and restrict or refuse the client's right of disposal without citing any reasons for doing so.

22. Outsourcing of business areas

The client acknowledges that the Bank may outsource certain areas of its business (e.g. IT, data storage and processing, risk management, compliance, payment transactions, securities administration and internal audits) to third parties. All external service providers will be required to maintain confidentiality, and the Bank will be held liable for their actions as it would be for its own actions.

23. Banking secrecy and data protection

The Bank is bound by the banking secrecy and data protection provisions of Swiss law. The following exceptions and restrictions apply:

23.1 Requirement to release the Bank from bank-client confidentiality

The client must release the Bank from the requirement to maintain bank-client confidentiality under the following circumstances:

- Where this is required in order for the Bank to fulfil statutory or supervisory duties to provide information or to clarify certain details.
- Where this is necessary in order to obtain information from third parties required in order to open or close the business relationship.
- Where this is necessary in order to perform a service.
- In order that the Bank may carry out credit checks and additional research, working together with credit agencies and authorities.
- In order to secure or assert the Bank's rights in respect of the client, or in order to liquidate securities belonging to the client or third parties (where third parties have provided security in respect of claims against the client).
- In order to enforce outstanding payments due by the client to the Bank.
- In order to protect the client where there is evidence that a criminal offence has been committed with adverse repercussions for the client.

- In order to trace authorised representatives in the event of lack of contact or dormancy.
- Where this is required in relation to the client's heirs after the client's death.
- Where business areas are outsourced and, in this connection, in order to ensure that the client's data is forwarded to authorised third parties.
- Where this is required in order to preserve the Bank's legitimate interests.
- In order to defend the Bank against claims, including sanctions.
- In order to report a criminal offence that has adverse consequences for the Bank.
- In the event of any legal dispute between the client and the Bank before a court.

23.2 Data protection and banking secrecy: provision of cross-border services

The client recognises that data transferred outside of Switzerland in the course of the provision of crossborder services is not protected under Swiss law once it leaves Switzerland. The client explicitly waives their right to banking secrecy to the extent that such transfers are made. The client declares that they are aware of and accept the fact that the recipient of such data transfers is not subject to Swiss banking secrecy or data protection law, and that the Bank has no control over the way such transferred data is used. Specifically in relation to combating money laundering, terrorist financing and tax offences, the respective laws of countries other than Switzerland may provide for such data to be forwarded to state authorities or other third parties. The client must ensure they have obtained the agreement of any third parties involved in the business relationship, for example beneficial owners or authorised representatives, to the disclosure of this data, and authorises the Bank on their behalf to disclose the data concerned.

23.3 Disclosure in relation to specific transactions and services

The client agrees that the details of the principal (name, account number, address, and, if necessary, date and place of birth and / or national ID number) must be disclosed to the parties involved in domestic or international payment transactions (e.g. domestic and international correspondence banks, the recipient's bank, and system operators such as SIX Interbank Clearing or SWIFT), as well as to the domestic or international beneficiaries. In some cases, these details may have to be transmitted to authorised third parties in other countries.

Financial instruments approved for trade at a trading centre are generally subject to the rules governing the relevant trading centre, including the law of the country in which the trading centre is located.

In order for the Bank to be able to carry out transactions on financial markets and in foreign currencies on behalf of the client, data related to the client or other third parties may have to be disclosed according to the law applicable to the

transaction concerned. Under such circumstances, the Bank is entitled to disclose this data provided that the disclosure is required in order for the service to be performed and / or to comply with domestic or foreign law, contractual conditions, regulations, requirements, business and trading practices or compliance standards. The precise nature of these disclosure requirements varies according to the applicable law, but examples of such disclosure include:

- exchanging data with the trader / trading centre in the contexts of trade involving financial instruments;
- answering requests for information when a foreign enterprise asks for information about its shareholders;
- answering requests for information about a transaction from companies operating financial market infrastructure;
- answering requests for information from a foreign authority about financial instruments or currencies being issued, traded, cleared, handled or deposited in the country where that authority operates.

The client authorises the Bank to disclose such information as the Bank is required to disclose, or that the Bank feels it must disclose, and specifically:

- the principal in a given transaction;
- the name of the holder of an account or custody account;
- the beneficial owner of the assets in an account or custody account;
- the authorised signatories for an account or custody account;
- details of who has voting rights in relation to the assets held in a custody account.

23.4 Client profiles and automated individual decisions

The Bank may store client data and data from thirdparty sources, and may process this data using technical means in such a way that profiles are created. This analysis may be informed by details of individuals / entities, economic circumstances or personal characteristics. Data processed in this way specifically includes client data (e.g. name, place of residence, date of birth and marital status), financial status (e.g. information about assets, products taken out, account and custody account transactions, as well as payment transaction data) and client requirements.

In particular, these profiles may be generated by the Bank in order to improve the Bank's services, for the Bank to be able to offer the client products and services tailored to their needs or for marketing purposes. The Bank also uses these profiles for compliance and risk management purposes. These profiles may also be used for the purposes of making automatic decisions in certain cases, meaning the decision is made without any intervention from a member of the Bank's staff. The client agrees to data being processed in this connection.

24. Termination

The Bank and the client may terminate the entire business relationship or arrangements regarding specific services or products at any time, subject to withdrawal limits and any special agreements or specific conditions regarding termination. If a client exceeds the withdrawal limits in terminating the contract, the Bank will be entitled to a fee for terminating the contract outside the permitted period. In the event of termination, the Bank is entitled to cancel lines of credit previously used or agreed, and to demand all payments due to the Bank from the client immediately. If, following the expiry of an appropriate grace period, the client has still not informed the Bank as to where the assets and credit held by the client should be transferred (the transfer must be to an account and / or custody account in the client's name, operated by another financial intermediary), the Bank may restrict or cancel the client's right to dispose of these assets until such time as the client provides the information described above. Alternatively, the Bank may dissolve the entire business relationship as well as arrangements governing individual services or products and deposit the assets and credit held by the Bank to a location designated by a judge, or send them to the client's last recorded correspondence address in the form of a cheque. This will have the effect of discharging the Bank's responsibilities in full.

All costs incurred as a result of the termination must be borne by the client.

The provision set out above applies regardless of whether the client or the Bank terminates the entire business relationship, or individual services or products. The client must bear sole responsibility for any damages incurred as a result of the termination, and must release the Bank from any liability in this connection to the extent permitted by law.

25. Applicable law and place of jurisdiction

All legal relationships between the client and the Bank, including regarding the applicability and legal effectiveness of such relationships, are exclusively subject to Swiss material law. The provisions of international private law and conflict of laws provisions are explicitly excluded. The place of performance and place of enforcement for clients resident / officially registered outside Switzerland, and the sole place of jurisdiction for all legal proceedings, will be the location of the Bank's registered office. In addition, the Bank also has the right to prosecute the client before the court responsible for their place of residence / the place where their company has its registered office or before any other competent court. This clause does not affect mandatory statutory provisions.

26. Amendments to the General Terms and Conditions

The Bank reserves the right to make changes to the General Terms and Conditions at any time. Any such changes will be communicated to the client either by post, on the Bank's website, in the Bank's client zones, or by other appropriate means. Unless the client objects to these changes within 30 days, they will be deemed to have been accepted. Once the changes have been officially announced, the client is entitled to terminate the services affected by the change by issuing notice to this effect in writing. Similarly, the Bank may also alter additional agreements with the client, unless these agreements contain provisions to the contrary.

Schwyz, 30 November 2021

Safe Custody Regulations

All references in this text should be interpreted as applying equally to both genders, and in the plural as well as the singular. Issue December 2021

The present Safe Custody Regulations are applicable in addition to the General Terms and Conditions of Founders Bank Ltd. (hereinafter referred to as the "Bank") in relation to valuables and assets accepted by the Bank for safekeeping (hereinafter also referred to as "Custody Assets"), specifically including assets in the form of book-entry securities.

The present document replaces all previous versions of the Safe Custody Regulations.

1. Accepting Custody Assets

The Bank accepts the following specific types of assets for safekeeping:

- Financial instruments for the purposes of storage, posting, administration and trade
- Documents and other valuable objects for safekeeping, to the extent the items concerned are suitable to be deposited
- Precious metals in generally traded and non-traded forms, such as coins of numismatic interest

The Bank may refuse to accept assets for safekeeping without stating any grounds for the refusal.

The Bank may check the Custody Assets by the client to ensure they are genuine and that they are not subject to restrictions, or commission a third-party in Switzerland or elsewhere to carry out such checks. The Bank will not accept any liability in relation to such checks. Where such checks are carried out, the Bank will only execute instructions to sell and deliver the items or carry out administrative activity in relation to the items concerned, once the relevant checks have been completed.

2. Liability

The Bank will treat the Custody Assets by the client with customary care. The Bank is liable only for direct damages caused directly by the Bank as a result of its failure to exercise the customary duty of care. In all cases, the Bank's liability is limited to the declared value of the Custody Assets. In particular, the Bank is not liable for damages caused by atmospheric factors, force majeure or natural phenomena. In addition, the Bank does not assume any responsibility for the performance of the Custody Assets. The client recognises that the past performance of a financial instrument is not a reliable predictor of its future performance.

In relation to financial instruments provided by third parties, the Bank will not be held liable for inaccurate or missing information in prospectuses or other documentation (e.g. regarding pricing), or for any losses that may arise from such information.

3. Registration and reporting duties

The client is responsible for fulfilling any registration and / or reporting duties that may be applicable to the client, as well as for carrying out any duties with regard to companies, trading centres, authorities or other market participants (in particular regarding the disclosure of shareholdings and the fact of a takeover bid). This provision also applies if the Custody Assets are not deposited with the custodian in the client's name. The Bank is not under any obligation to remind the client of these duties. Where the Custody Assets are deposited in the name of a nominee company or of the Bank, the client must inform the Bank immediately of any reporting requirements.

The Bank is entitled to refuse to carry out activities in relation to Custody Assets, either in whole or in part, where those activities would give rise to reporting requirements for the Bank. The Bank must notify the client in such cases. If the client conducts any business with Custody Assets or arranges for such business to be conducted on the client's behalf, the client is solely responsible for complying with any restrictions and / or requirements in accordance with the applicable domestic or international law or for obtaining any required approvals. In particular, it is the client's responsibility to obtain information with regards to reporting and registration requirements, as well as any restrictions. Where such duties are introduced after a purchase has been carried out, the Bank is entitled to dispose of the Custody Assets concerned if the client fails to fulfil the relevant requirements in good time, and if the Bank has previously warned the client that the assets may be sold.

4. Waiver of the right for information to be forwarded

The client agrees to waive their right to receive information from the Bank in connection with the exercise of the client's shareholder rights. Accordingly, the client releases the Bank from the duties imposed on the Bank in this respect. This clause does not affect mandatory statutory provisions. The client may withdraw their waiver of this right at any time by contacting the Bank in writing.

5. Safekeeping

5.1 Type of safekeeping

The Bank is authorised to store Custody Assets with a third party in its own name for safekeeping, on behalf and at the risk of the client. If the client instructs the Bank to deposit the items with a third-party custodian that is not recommended by the Bank, any liability on behalf of the Bank for the actions of this third-party custodian is excluded.

The Bank is entitled to store some or all of the Custody Assets with a collective custodian for safekeeping. The collective custodian may be operated by the Bank itself,

by a third-party bank or by a central custodian. Where a collective custodian is in use, the client has a share of ownership in relation to the custodian as a whole, with the size of the client's share being proportionate to the value of their Custody Assets as a proportion of the total value of the assets deposited with the custodian. In the event of distributions from the shared custodian, the client is not entitled to choose specific numbers, pieces or denominations. Where securities held as a generic category for safekeeping are distributed, the Bank will distribute all the assets covered by the distribution among the clients. For second distributions, the Bank will use a method designed to take all clients into account equally, as with the initial distribution.

5.2 Custody Assets held abroad

When trading with assets held for safekeeping outside Switzerland, the client hereby agrees that the Custody Assets are generally subject to the laws and customs of the location at which the assets are held. These foreign laws and customs may differ from those applicable in Switzerland, and the client may not be afforded the same level of protection as they would be in Switzerland. Custody Assets held outside Switzerland may be stored for safekeeping, posted and administered on behalf and at the risk of the client by a correspondence bank, a custodian, a depository or a central collective depository. However, at the Bank's discretion, Custody Assets may also be registered in the client's name and segregated, meaning they are held for safekeeping in the client's name. In such cases, the client accepts that their name will be disclosed to the custodian outside Switzerland.

5.3 Registration of the Custody Assets

Custody Assets in the client's name may be entered into the relevant register (e.g. in the share register) in the account-holder's name, if authorisation to this effect is provided. The Bank may also register the Custody Assets in its own name or that of the thirdparty. This will only ever be done on behalf and at the risk of the client.

5.4 Cancellation of certificates

The Bank has the right to cancel submitted certificates and replace them with uncertified shares, where this is permissible under applicable law.

5.5 Transport insurance

The Bank is entitled to take out a transport insurance policy for the client's Custody Assets in the Bank's name, but on behalf of the client.

5.6 Duration of safekeeping

The duration of safekeeping is generally left unspecified. The client is entitled to demand the Custody Assets be distributed to them. Such distribution will only take place during the Bank's normal business hours. Standard banking industry distribution times and deadlines apply when deposits are held in external accounts.

The Bank may demand that individual Custody Assets or all

Custody Assets be sold or returned at any time without citing any grounds for this demand. If the Bank no longer wishes to retain assets for safekeeping, the Bank will contact the owner of the assets to ask for instructions as to where they should be transferred or whether they should be sold. If, following the expiry of an appropriate grace period, the owner of the assets has not provided the Bank with instructions in this regard, the Bank is entitled to physically distribute the Custody Assets or to liquidate them. The client must bear all costs arising as a result of the return, distribution or liquidation of Custody Assets.

5.7 Special provisions for sealed custody accounts

Sealed custody accounts may only be used to hold valuables, documents and other items suitable for storage in sealed safe-deposit boxes. Items that cannot be held in sealed safe-deposit boxes include perishable goods, dangerous, flammable and fragile items, and other items that are not suitable for being held in bank buildings. If the client deposits unsuitable items, and if these items cause damage, the client will be held liable for that damage. The Bank is entitled to demand the client provide evidence of the nature of the items to be held for safekeeping and / or to check the content of the sealed safe-deposit.

Custody Assets handed in for safekeeping must be in sealed envelopes or packaging, and must be accompanied by a label stating the client's name and exact address, as well as by a declaration setting out the full value of the items concerned.

When retrieving items kept in a safe-deposit box, it is the client's responsibility to check that the seal remains intact. Once items have been handed over to the client, the Bank is released from any liability.

6. Custody account management

6.1 Custody account without any special instructions

The Bank may undertake various administrative activities without explicit instructions from the client, specifically including the following:

- Collecting or crediting interest, dividends and other payouts due, as well as reimbursable Custody Assets
- Monitoring distributions, terminations and conversions, as well as subscription rights
- Amortising securities
- Obtaining new coupon notes and exchanging securities certificates

In carrying out such administrative activities, the Bank will rely on such publications and lists as are available to it. However, the Bank will not accept any liability in this regard.

6.2 Credit and Debits

The Bank is entitled to charge the client's account separately for administrative activity, extraordinary effort and expenses, taxes and duties, as well as for any fees charged by external custodians, or to credit the account as appropriate. Any costs incurred in relation to such activity must be borne entirely by the client.

7. Trading

7.1 Insufficient funds

The Bank is not under any obligation to check whether there is sufficient credit in a current account to cover a payment order, or that assets held in a safe-deposit account are of sufficient value. If the client does not have sufficient funds to cover a given payment order, the Bank may ask the client to provide the necessary funds within an appropriate period of time. If the client fails to provide this funding, the Bank is entitled to close positions on behalf of the client, and at the client's own risk, without issuing any further notification.

7.2 Trading by the Bank on its own behalf

The Bank is entitled to trade on its own behalf in the event the client issues instructions to buy or sell assets with a market or stock market price.

7.3 Fiduciary acceptance of assets in custody

If it is unusual or impossible to transfer the custody assets to the client, the Bank may acquire, or arrange to acquire, the custody assets in its own name or those of a third party, on behalf and at the risk of the client.

Under these circumstances, the Bank may also exercise the rights arising from ownership or arrange for these rights to be exercised by a third party.

7.4 Execution-only custody accounts

Unless the client has signed a separate written agreement for a financial service, the Bank will operate the client's safe-deposit account on an execution-only basis.

For execution-only accounts, the Bank is only responsible for receiving the items concerned and transmitting instructions affecting financial instruments. The reference currency is the Swiss franc.

Unless the Bank notifies the client to the contrary, the client is classified as a private client, as defined by the Swiss Federal Financial Services Act (FinSA).

The client declares they are aware and agree that instructions sent by the client for the purchase and sale of financial instruments via the execution-only portfolio will be carried out without the Bank providing any investment or asset management advice.

Furthermore, the Bank is not required to warn the client in relation to these instructions or to clarify them. The client assumes full responsibility for their investment decisions and the risk associated with them.

The client explicitly recognises that the Bank will not carry out a suitability assessment in respect of an execution-only account. This means it will not check whether the financial instruments acquired by the client are appropriate for the client with regard to the client's knowledge and experience of investing, their investment objectives, their financial circumstances (incl. their ability to bear losses) or their ability to tolerate risk. The Bank will not remind the client of this when the client makes such transactions.

The client must judge for themselves whether the financial instruments concerned are appropriate and / or suitable for the client. If the client does not sufficiently understand how a given financial instrument works, they must not acquire the instrument concerned.

The client is aware of the nature and scope of the execution-only service and the costs and risks associated with it, as well as of the risks generally associated with financial instruments. The client understands and accepts these risks, assumes sole responsibility for their actions, and releases the Bank from any liability in this regard. Similarly, the client is aware of the Bank's economic ties to third parties, the different financial instruments available on the market that have been taken into account, the name and address of the Bank, the Bank's areas of activity and its supervisory status, as well as of the client's right to initiate mediation proceedings before a recognised ombudsman. The client's attention is also drawn to the brochure entitled "Risks involved in trading financial instruments", which is available on the Bank's website.

8. Changes to the Safe Custody Regulations

The Bank reserves the right to make changes to these Safe Custody Regulations at any time. Any such changes will be communicated to the client either by post, on the Bank's website, in the Bank's client zones, or by other appropriate means. Unless the client objects to these changes within 30 days, they will be deemed to have been accepted. Once the changes have been officially announced, the client is entitled to terminate the services affected by the change by issuing notice to this effect in writing.

Schwyz, 30 November 2021