

Business Relationship

Client no.

General Terms and Conditions of Business and Safe Custody Regulations

A. General Terms and Conditions

These General Terms and Conditions ("GTCs") govern the business relationship between you, the client, and us, **NPB Neue Privat Bank AG** (hereinafter "NPB"), as bank. Special provisions exist for certain types of business and services. These take precedence over the GTCs, which in such cases additionally apply. Furthermore, special agreements between you and us, as well as regulations and standard practices at the place of execution for commercial transactions are reserved.

Art. 1 Identity check

We check your signature and those of your representatives carefully. We are permitted, yet not duty-bound, to carry out a further identity check, for which we may request in particular identity papers (passport/identity card, certificate of registration, certificate of inheritance etc.).

We would like to draw your attention to the fact that you are obliged to keep your bank documents in a safe place so that unauthorized persons cannot access the information contained therein. When you place payment instructions, you must take all precautions to reduce the risk of fraud. Codes must be kept secret to prevent misuse. You will be liable for any damage resulting from a breach of this obligation to exercise due care.

If a loss occurs without us as the bank having failed to exercise customary due diligence or you as the client having breached your duty to exercise due care, the damage or loss shall be borne by the party whose sphere of influence it is attributable to.

Art. 2 Legal incapacity

As a client, you will bear the damage resulting from your legal incapacity to act, if we were unable to identify this deficiency with the customary due diligence. If damage arises from a legal incapacity to act on the part of your authorized representatives or other third parties, you will bear such damage in any case.

Art. 3 Notification obligation

As a client, you are obliged to provide us immediately with any personal and regulatory information required (in particular change of domicile, changes

regarding contact and correspondence details, etc.), the revocation of powers of attorney granted and other information requested by the Bank. This applies to information concerning you yourself, but also your authorized representative, beneficial owner, control holder, beneficiary and other person(s) involved in the business relationship.

Notifications of the Bank shall be deemed to have been made if they have been sent to the last correspondence address notified by the Customer or if they have been made available in electronic form.

Art. 4 Power of disposal

Any person who identifies himself to the Bank by means of a specimen signature deposited with the Bank and/or by means of a separately agreed electronic aid shall be deemed authorised to issue binding instructions to the Bank.

Where there is more than one authorized signatory, each will be authorized to act individually unless agreed otherwise in writing.

Art. 5 Adherence to provisions of law

You as a client are responsible for adhering to the provisions of applicable laws and regulations. This includes, but is not limited to, the obligation to file tax returns and fulfil all tax liabilities.

You expressly confirm that you will not hold us liable for any legal or tax consequences that may arise directly or in relation to your assets held with us and you acknowledge that you will be liable in the event of any consequential loss.

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Art. 6 Exclusion of tax legal or accounting advice

The bank does not offer any tax, legal or accounting advice. Other advice provided to you by the Bank is not to be considered as tax, legal or accounting advice and you as a client may not rely on it. Before making or refraining investments and/or transactions you should consult your own advisors.

Art. 7 Execution of instructions, client's consent to OTC trading

If you, as the client, place one or more orders which exceed your available credit balance or the credit granted, the Bank may, at its own discretion, determine the extent to which the orders are executed in full or in part, irrespective of the date and/or time of receipt.

If you as the client incur a loss of interest due to non-execution, defective or late execution of orders, the Bank shall bear this loss. If, however, you as a client are threatened with a loss exceeding the loss of interest, you must inform the Bank in advance of any possible consequences of the loss, otherwise you will bear this loss yourself.

You as a client consent to the Bank being entitled to execute orders in financial instruments outside a trading venue (over-the-counter, OTC).

Art. 8 Means of communication and notifications

The Bank is entitled to use post, telephone and electronic channels (e.g. email, fax, text messaging, Online Banking and other channels) to send correspondence to the user (email, mobile phone number or mobile applications).

The Bank is permitted to record telephone conversations and communication using electronic means without advance notice.

You expressly agree that we are entitled but never obliged to contact you despite any correspondence agreement to the contrary, if we deem it necessary.

The Bank may provide legally relevant information, conditions and documents to the client by publishing them on the Internet and fulfil its duties of information, notification and disclosure (e.g. concerning investor protection and transparency).

Art. 9 Correspondence by email / Errors in transmission and system failures

The Bank exercises the standard of due care customary in the business in handling incoming and outgoing orders, instructions and notifications via post, telephone, email and all other transmission channels. In the event that this duty is breached by the Bank, its employees or auxiliary persons, the Bank will be liable for any damage in particular from loss, irregularity, delay, misunderstandings or technical malfunctions and failure of any cause of systems and transmission networks.

Unencrypted emails and other unprotected electronic communication channels (fax, messenger services, etc.) are not secured against access by unauthorised third parties and entail corresponding risks. Similar risks may also arise when using equipment or software.

The Bank therefore recommends that you, as a client, protect the equipment and software you use professionally and use secure communication channels (e.g. ebanking) for sensitive or time-critical information, instructions and instructions.

The Bank shall only bear any damage resulting from the use of the aforementioned communication channels if it has breached the standard of due care customary in the business.

Art 10 Restrictions of services, liquidation and liquidation or deposit of assets with releasing effect

The Bank is permitted to restrict services to the client in order to comply with legal, regulatory or contractual provisions, to ensure the exercise of the standard of due care customary in the business, and proper management conduct.

In particular, the Bank can freeze an account and account relationships, limit the execution of orders

of any kind, and refuse to accept assets or credits. If the deposited assets can no longer be held in safe custody by the Bank due to legal, regulatory, or product-specific reasons, you as a client must instruct the Bank upon request where these assets and funds are to be transferred to.

If you fail to inform the Bank of this instruction including a expired grace period set by the Bank, the Bank may deliver the assets and funds in physical form or liquidate them and send the proceeds to the client's last known delivery address with the effect of releasing the Bank from liability. Alternatively the Bank may also deposit assets and and/or proceeds from liquidation at the client's expense with a custodian of its own choice with the effect of releasing the Bank from liability in a judicial or extrajudicial manner.

Art. 11 Crediting in-payments, return remittance/blocking and return debit

We credit in-payments to the account stipulated in the transfer without a comparison of the additionally provided details taking place. However, we reserve the right of such a comparison, and are permitted to block and/or return a transfer in the event of missing or wrong, unclear or contradictory information. The same procedure when other reasons hinder a transfer. For the assessment of the background to a received payment, we may carry out clarifications and communicate the reason for the (as yet) not credited amount to the parties involved in the transaction. You have no claims against us for ensuing delays or possible inferences of third parties concerning your bank account.

We are permitted at any time to debit or demand the return of a credited amount (including interest since crediting) should it be proven that the credit proceeded wrongfully, in particular erroneously, incorrectly or in contravention of the law.

Art. 12 Complaints / tacit consent

Complaints from your side regarding the execution of orders, account and deposit statements or other communication must be made immediately after receipt of the corresponding communication, but at the latest within a period of time set by us. They are otherwise deemed to be approved.

Art. 13 Rights of lien or set-off

We have a right of lien on all assets managed for your account, either with us or elsewhere, as well as on all your claims against us, and furthermore a right of set-off in respect of all your claims that arise, irrespective of the due date or currency. In the event of your default, we shall immediately be entitled to dispose, either by forced sale or on the open market, of any assets over which we have a right of lien. While maintaining the right of lien, we shall also be entitled to pursue you for seizure or bankruptcy. In the event of realisation, we are authorised to act in our own right.

Art. 14 Interest, commissions, fees, taxes and charges

The agreed or customary interests (including negative interests), commissions, fees, charges and taxes or other credits or debits will be or credited to your account at our discretion immediately, monthly, quarterly, half-yearly or annually.

The actual interest rates, fees and commissions are based on the actual summary of fees. Changes may be made at any time and will be notified to you as a client in advance in writing or by other appropriate means and will be deemed to have been approved by you if you do not object within 30 days or if you do not cancel the respective product or service within 30 days.

Extraordinary expenses incurred by the Bank as well as costs of any third parties involved may be charged to the client in addition. Any taxes and duties are to be borne by you, the client.

Art. 15 Foreign currency accounts

Amounts in foreign currency are credited or debited in Swiss francs, unless you have an account in the foreign currency concerned, or you provide us with different instructions in a timely manner, or the currency is not convertible. If you only hold accounts in currencies other than Swiss francs, amounts credited in other currencies may be credited to you, in turn, in one of these account currencies. Amounts are converted at the exchange rate on the day on which the money in foreign currency is at our disposal and can be realized by us.

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Our actives corresponding to the balance held by you in foreign currency are invested in or outside the country of that currency. You bear, proportionally, all economic and statutory consequences that our total credit in the country of the currency and the investment as a consequence of statutory limitations or magisterial measures should affect. With regard to foreign currency accounts, we honour our duties exclusively at our seat, but merely by the provision of a credit in the country of the currency from a correspondent bank, or a bank stipulated by you.

Art. 16 Bills of exchange, cheques and other instruments

We are entitled to reverse discounted or credited unpaid bills of exchange, cheques and other instruments. Pending the settlement of any outstanding debit balance, we retain a claim to payment of the full amount of the bill of exchange, cheque or other instrument in addition to any related claims against any party liable under the instrument, whether such claims arise from legislation on cheques and bills of exchange or other legal reasons.

Art. 17 Outsourcing of business areas and services

We reserve the right to outsource, in full or in part to third parties in Switzerland, certain business areas and services (e.g. securities trading, securities settlement, IT, legal clarifications, mortgages, payment transactions, safe custody, printing and sending of bank documents). You authorize us to make available all existing data to these third parties, to the extent that this be required for the provision of the service in question. However, forwarding of your data shall occur only if the recipient has committed himself to honour maintenance of confidentiality and ensuring appropriate data protection, and imposing these duties on other potential contractual partners.

Art. 18 Bank client secrecy, data protection and disclosure obligations

Client data is protected by the Swiss bank client secrecy and data protection law subject to the following restrictions.

The Bank's governing bodies, employees and agents are subject to various duties of confidentiality and the Bank ensures that the recipients of client data

are bound by appropriate confidentiality and data protection obligations.

However, you as a client acknowledge that the bank has to comply with disclosure obligations in the form of reporting obligations (e.g. transaction reports to a stock exchange) or include the obligation to disclose client data upon specific request. Such disclosure obligations exist in particular in connection with the trading and safekeeping of securities, payment transactions, foreign exchange transactions, derivatives, etc.

Depending on the type of transaction or service, banks, brokers, stock exchanges, transaction registers, etc. may be recipients of the data. In addition, foreign authorities and bodies commissioned by them may be recipients.

There may be disclosed:

- a) Information on clients, representatives, beneficial owners and other parties involved;
- b) Information with respect to transaction or services provided (e.g. Source of Funds or other background information, other compliance relevant information such as client status, client history and scope of client relationship).

Disclosure of data may be required before, during or after the execution of a transaction or the provision of a service and even after the end of the banking relationship and may be provided through any communication channel we deem appropriate.

You as a client expressly permit us to disclose such data in your own name as well as in the name of the third party concerned and support the Bank in meeting such requirements.

Please note that once your data has been disclosed, it is no longer under the control of the bank and you must therefore assume for practical reasons that this data is no longer protected by Swiss banking secrecy and Swiss data protection laws. We as a bank do not necessarily know how your data will be used after disclosure.

You as client hereby waive the bank client secrecy

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- a) insofar as this is necessary to safeguard the legitimate interests of the Bank, In particular in the event of legal proceedings initiated by you against us, to secure our claims and the realization of securities provided by you or by third parties or in the event of the collection of claims on our part against you, in the event of accusations made by you against us in public or against authorities at home or abroad;
- b) in respect of transactions and services which the Bank provides for you as a client (e.g. payment transactions, purchase, delivery, safekeeping and sale of securities and other financial instruments, etc.), in particular those with a foreign nexus. In this context, the Bank is both entitled and obliged to disclose to third parties in Switzerland and abroad data relating to transactions and services, the client and third parties associated with the client, such as beneficial owners.

Art. 19 Reporting duties

In addition, you as a client are responsible for fulfilling any reporting obligations to issuers, companies, stock exchanges, authorities and other third parties. We are entitled but not obliged to inform you of your reporting obligations or to carry them out on your behalf.

Art. 20 Saturdays equated with public holidays

In business transactions, Saturday shall be treated as an official public holiday.

Art. 21 Termination of business relationship

You as a client and we as a bank can terminate the relationship at any time immediately or at a later date.

In particular, the Bank may terminate credit limits at any time and declare their credit balances due for immediate payment. Special agreements and termination provisions applicable to specific products shall remain reserved.

If, after a period of grace set by the Bank, you as a client fail to inform us where the assets and credit

balances deposited by you with the Bank are to be transferred to, the Bank may physically deliver the assets or liquidate them. The Bank may with the effect of releasing the Bank from liability, deposit assets and and/or proceeds from liquidation at the client's expense with a custodian of its own choice with the effect of releasing the Bank from liability in a judicial or extrajudicial manner.

The business relationship shall not expire on your death, declaration of disappearance, incapacity to act or bankruptcy.

Art. 22 Banking Licence and Supervision; Ombudsman

NPB is the owner of the Swiss Banking License, which was granted to her by the Swiss Financial Market Supervisory Authority (FINMA).

You are hereby informed that the NPB is affiliated to the Swiss Banking Ombudsman Foundation, Bahnhofplatz 9, 8021 Zurich (www.bankingombudsman.ch). In case of a dispute with the bank you can initiate a mediation procedure.

Art. 23 Amendments to the General Conditions

We reserve the right to amend the General Conditions at any time. You will be informed either by written form or by any other suitable means (e.g. publication on the Internet). The amendments will be deemed to have been approved unless we receive written notice to the contrary within 30 days of notification.

Art. 24 Applicable law and place of jurisdiction

All legal relations between you and us are subject to Swiss law. Prior to initiating a civil procedure, you may contact the competent Ombudsman as mentioned above. The exclusive place of jurisdiction for all types of proceedings is Zurich or the domicile or residence of the defendant. Mandatory legal jurisdictions remain reserved.

B. Safe Custody Regulation

General provisions

Art. 25 Scope

These regulations apply in addition to the General Terms and Conditions to the assets and other objects of value (hereinafter “safe custody assets”) accepted by us for safe custody, in particular including those held in the form of book-entry securities.

These regulations are regarded as supplementary to any special contractual agreements with respect to safe custody arrangements.

Art. 26 Safe custody assets in open or sealed deposit

An open deposit is a safe custody account into which the valuables (in particular securities) are transferred to the bank for collective safe custody and administration. A sealed deposit, on the other hand, is a deposit into which valuables or documents, usually packed and sealed, are given to the bank solely for safe custody.

We accept:

- a) Securities for safe custody and administration, primarily in open deposits
- b) Book-entry securities for entry and administration, primarily in open deposits
- c) Precious metals for safe custody, primarily in open deposits
- d) Money market and capital market investments not issued in the form of securities, for entry and administration in open deposits
- e) Certificates, in particular life assurance policies, primarily in open deposits
- f) Valuables and other suitable items for safe custody, in open or sealed deposits

We may refuse to accept safe custody assets without stating any reasons or demand the return of custody assets.

We present you with a confirmation of receipt. No separate confirmation of receipt is issued for titles that we have procured. The certificate of receipt is neither transferable nor pledged as a lien.

Art. 27 Examination of safe custody assets

We may examine safe custody assets submitted by you or third parties for authenticity and blocking requests, without thereby accepting any liability.

We are not obliged to undertake corporate actions until after the investigations are completed. Accordingly, we are not required to execute a sell order – i.e. a transaction in which the valuables are to be released to a third party in return for payment – during the duration of the investigations.

Art. 28 Instruments with a similar function to securities

Securities and instruments in uncertificated form that have a similar function are treated equally. In particular, the legal provisions regarding commissions (Art. 425 et seq. of the Swiss Code of Obligations) shall apply in the relationship between you and us.

Art. 29 Delivery and power of disposal over safe custody assets

Subject to periods of notice, statutory provisions, articles of association of issuers as well as any rights of lien or retention or any other entitlement to withhold assets, you may at any time demand that the safe custody assets be delivered to you or put at your disposal. However, the customary delivery periods and cash desk hours will be observed.

The delivery of the safe custody assets is only carried out upon signing of a receipt as well as upon payment of as yet not charged and unpaid custodian fees.

The dispatch and the insurance of safe custody assets will be charged to you and are at your risk.

Art. 30 Depositor protection

According to the Federal Law on Banks and Savings Banks in case of bankruptcy of any Swiss Bank all portfolio assets (securities, precious metals, etc.) can be segregated and deposits (especially bank accounts) up to CHF 100'000 are protected by the Swiss Banks' and Securities Dealers' Depositor Protection Association.

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Art. 31 Fees

The fees are based on the actual summary of fees. We are empowered to directly debit to your account all fees due to us as well as all accruing commissions and expenses. You agree that we may alter the summary of fees at any time and inform you of such alterations in an appropriate form. Should no objections be raised within 30 days, the alterations are deemed to have been accepted by you.

Art. 32 Compensation

In connection with financial services provided we may receive from third parties financial benefits in various forms (hereinafter referred to as compensations). This may take the form of monetary or non-monetary compensations or benefits granted in return for providing a service. The provision of these services is based on independent contracts, whereby the interests of the customer are taken into account as far as possible. Nevertheless, you as a client are aware that compensations can lead to potential conflicts of interest. The type and scope as well as detailed information on compensations are described in the document "Remuneration", which you have taken note of and signed when signing the account opening forms.

If we receive compensation that, in the absence of an agreement to the contrary, could be subject to a legal obligation to deliver to you, you as a client agree that all compensation will remain in full with the bank. You waive any right to claim such compensation. Special agreements and mandatory provisions of law remain reserved.

Art. 33 Duration of the agreement

These regulations shall generally be for an indefinite period. The legal relationships established by these regulations will not expire in the event of your death, incapacity to act or bankruptcy.

Art. 34 Changes to the regulations

We reserve the right to amend these regulations at any time. You will be informed of the change in writing or another appropriate manner. The amendments will be deemed to have been approved unless

we receive written notice to the contrary within 30 days of notification.

Special conditions for open deposits

Art. 35 Type of safe custody for open deposits

We are expressly authorized to have the safe custody assets placed externally in safe custody with a third party in our own name but at your expense and risk. If you stipulate a third-party depository to us – even though we would not recommend that you do this – we cannot accept any liability for the actions of this third-party depository. In the absence of instructions to the contrary, we shall also be entitled to hold the assets in collective safe custody, classified by type, or to deposit them with a central collective depository. This gives you a right of co-ownership in proportion to the assets deposited by you of all assets in the collective deposit, provided that the collective depository is in Switzerland. This does not include safe custody assets which, owing to their form or for other reasons, must be kept separately in safe custody.

You bear the risk of blockage, seizure or settlement of the assets held in custody, be it from statutory, judicial, employment law, military or other measures or events. We are entitled – yet not duty bound – to instigate suitable measures at your cost.

Where delivery of securities from a collective deposit, there is no right to specific numbers or denominations, with bars and coins no right to specific years or mintages.

Safe custody assets held abroad shall be subject to the laws and standard practices of the place of safe custody. In particular you bear the danger of statutory or magisterial limitations or burdens. We shall forward only those rights we receive from the foreign third party. If the laws of another country make it difficult or impossible for us to return safe custody assets held abroad or transfer the sales proceeds, we shall only be obliged to provide you with a corresponding claim for issue or payment if it exists and is transferable.

For your foreign portfolio assets you agree to the management of a third-party custodian abroad, which is under no adequate supervision, if there is no suitable third-party custodian available in this country or in the corresponding market.

Safe custody assets in registered form may be entered in your name. You accept that, as a result, your name will become known to the external depository. However, for your account and at your risk we can also register the assets in our name or that of a third party, particularly if it is unusual or impossible for an entry to be made in your name.

Drawable safe custody assets may also be stored in line with their category; safe custody assets covered by a draw are divided by us between the depositors. In the event of a second draw, we apply a method that guarantees all depositors an equal chance of consideration as in the first draw.

Art. 36 Management

Unless we have received specific instructions from you, we shall attend to the usual corporate actions such as collection of dividends, interest and repayments of principal, monitoring of redemption by lot, calls, conversions and subscription rights, and generally require you to take your own precautions in accordance with para. 2; we shall do this on the basis of the information customarily available in the sector, but without assuming any responsibility beyond the usual diligence. If we cannot manage individual safe custody assets in the usual sense, we shall inform you on the safe custody account credit advice or in another manner. Corporate actions on registered shares without coupons shall be carried out only if the delivery address for dividends and rights is our own.

Unless otherwise agreed, it is your responsibility to take all other precautions to safeguard the rights pertaining to the safe custody assets, in particular the issuing of instructions for handling conversions, exercising or purchasing/selling subscription rights exercising conversion and option rights, or the representation of shares at shareholder meetings. If your instructions are not received in time, we are authorized, but not obliged, to act at our own discretion

(including by debiting your account, e.g. in connection with the exercising of conversion rights).

For safe custody assets which are presented to us in sealed envelopes and insurance policies, we do not conduct any administration negotiations.

Art. 37 Deferred printing of certificates

If there is an intention to postpone the issuance of certificates for the duration of safe custody with us, we shall be explicitly authorized to

- a) have the respective certificates cancelled if they are deposited for safe custody
- b) carry out the usual corporate actions during the period of safe custody for your account and give the issuer the necessary instructions and obtain the necessary information
- c) demand the physical issuance of the certificates on your behalf when they have to be delivered from the safe custody account.

Art. 38 Fiduciary acceptance of safe custody assets

If it is not customary or possible to transfer ownership of safe custody assets to you, we may acquire or cause them to be acquired in our name or that of a third party, but in all cases for your account and at your risk; we may also exercise or cause to be exercised the rights thereon.

Art. 39 Credits and debits

Unless you have instructed us otherwise, credits and debits (principal, income, fees, charges, etc.) shall be made to a Swiss franc account assigned to the safe custody account. Changes to the account instructions must be received by us at least five bank working days before they are due to be executed.

Art. 40 Statements

We shall send you a statement showing the assets you hold in safe custody, generally twice a year. The statement may also include other assets that are not subject to these regulations. Book-entry securities are not specially designated as such.

Safe custody account valuations shall be based on market values taken from the usual bank sources of information. We cannot provide any guarantee as to the accuracy of this information, the valuation or

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other information in connection with the assets deposited.

Asset statements shall be deemed to be found correct and approved unless within a period of one month from dispatch a written objection to its correctness is raised with us. We may demand from you the signing of a reconciliation statement.

Art. 41 Proxy voting rights

We shall exercise voting rights only on the basis of a written proxy. Should you wish to exercise the voting rights yourself, we will send admission tickets to you provided you have requested them in good time.

Special regulations for sealed deposits

Art. 42 Handover

On the cover of sealed deposits the respective client no. and the date of receipt must appear. Furthermore, the sealed deposit must be sealed in the presence of a representative of our bank in such a manner that it is impossible to open it without damaging the seal. The cover must be signed by you.

Art. 43 Contents

Sealed deposits may not contain objects that are inflammable or otherwise dangerous or unsuitable for storage in a bank. Please be aware that you will be liable for any loss or damage arising from the failure to observe this requirement.

We are entitled to ask you at any time for proof of the nature of the articles deposited and, for security reasons, to open the sealed deposit for the purpose of obtaining evidence.

Art. 44 Liability

We shall be solely liable for grossly negligent loss or damage proven by you to be due to our negligence. Our liability shall remain limited to the proven value and **in no case exceed CHF 1,000.00**. We accept

no liability for losses arising due to external factors beyond our control such as atmospheric effects (dryness and dampness), force majeure and elementary events, war and disturbance, and natural disasters. We point out that valuable documents shall not be kept in sealed deposits. If you take the safe custody assets back, you must immediately query any damage to the seal, filling, packaging or content. The confirmation of receipt by you releases us from any liability.

Art. 45 Insurance

For the insurance of your deposited items, you shall be solely responsible.

Special regulations for metal accounts

Art. 46 Description

A metal account is an account on which we book for you following precious metals:

- a) Gold
- b) Silver
- c) Platinum
- d) Palladium

Such a metal account gives you, the client, a right against us to demand delivery of the respective amount of the precious metal booked. Metal accounts do not bear interest.

Art. 47 Delivery

You always shall be entitled to withdraw any quantity of precious metals equivalent to the assets booked in the account. To make the assets available at the requisite time, we must be notified at least two business days in advance of any withdrawals.

Deliveries of metal accounts to you shall be made of market quality. The precious metal will be handed over in our premises or delivered according to your request at your expense and risk.