

## 1. Scope of application

These Custody Account Terms and Conditions (hereinafter «Terms and Conditions») apply in addition to the General Terms and Conditions (GTC) for the safekeeping, booking and management of assets and property (hereinafter «Custody Assets») by Hypothekarbank Lenzburg AG (hereinafter «HBL»), particularly if these are managed in the form of intermediated securities. The Terms and Conditions may be supplemented by other special contractual agreements.

## 2. Acceptance of Custody Assets

In particular, HBL accepts:

- Securities of all kinds, including intermediated securities
- Precious metals and coins
- Money and capital market investments and other non-securitised rights
- Documents and valuables suitable for custodial safekeeping

HBL is free to reject acceptance in whole or in part without stating its reasons for doing so or demanding the withdrawal of Custody Assets.

## 3. Examination of Custody Assets

HBL may examine Custody Assets submitted by the bank client (hereinafter «Client») in his or her custody account for authenticity, blocking notices and other restrictions or have them examined by third parties in Switzerland and abroad, without assuming any liability in this respect. In this case, HBL will only carry out sales and delivery orders and administrative actions after the examination has been completed. If the outcome of an examination is negative, HBL is entitled to realise the Custody Assets.

## 4. Custodial Safekeeping

HBL may hold the Custody Assets in its own name, but for the account and at the risk of the Client, with custodian banks in Switzerland and abroad, whereby the Custody Assets are subject to the provisions and laws of the respective custodian bank or the respective country. The Client agrees to the safekeeping of his foreign Custody Assets with foreign third-party custodians.

## 5. Registration of Custody Assets

Registered Custody Assets may be entered into the relevant register (e.g. share register) in the name of the Client, provided that the relevant authorisation has been obtained. However, HBL may also register the Custody Assets in its own name or in the name of a third party, but always on the account of and at the risk of the Client.

## 6. Security and due diligence

HBL undertakes to store the Custody Assets transferred to it in a safe place and with the due care that is customary in its business.

## 7. Duration of deposit

The Custody Assets are deposited for an indefinite period of time. The Client is entitled to demand that the deposited Custody Asset(s) be returned at any time. HBL may also demand the withdrawal of the deposited Custody Asset(s) at any time.

## 8. Multiple Clients

A custody account may be set up by multiple Clients (joint custody account, joint account). If a solidarity agreement is not in place, the Clients may only dispose of the custody account together. The Clients are jointly and severally liable for any claims on the part of HBL arising from the custody account.

## 9. Commissions, fees, taxes and remuneration

The Client is charged by HBL for the provision of various services in connection with the Custody Assets in the form of fees, commissions or expenses. The various rates can be adjusted by HBL at any time. All taxes and duties are borne by the Client. HBL is also entitled to debit the account of the Client for particular administrative activities, special statements of assets or extraordinary effort (e.g. research, etc.). The Client acknowledges that HBL may receive brokerage fees, commissions, premiums, discounts or other pecuniary benefits (known as third-party compensation) for the financial instruments used by the Client in connection with the provision of financial services (e.g. on the basis of sale agreements or other agreements with third parties, in particular with providers of investment funds and structured products). If there is an ongoing business relationship between the Client and the Bank, HBL shall pass on this third-party compensation to the Client in full.

## 10. Custody account and clearing fees

The custody account fee is calculated according to the applicable rate. The Bank reserves the right to amend this rate at any time. The Client shall be notified of such changes in an appropriate manner. Upon termination of the business relationship, HBL waives the right to charge a closing fee. **In return, the Client shall waive any compensation from third parties and any interests, dividends, capital, and other distributions up to CHF 250 that may be received by HBL after the termination of the business relationship.**

## 11. Administration

In the absence of specific instructions from the Client, HBL shall perform the usual administrative tasks, such as:

- Collecting or realising interest, dividends, capital and other distributions due
- Checking redeemed, cancelled and missing securities based on the documents at its disposal
- Exchanging securities and obtaining new coupon sheets
- Selling non-exercised subscription rights

HBL shall undertake the following activities at the specific request of the Client, provided this is made in good time:

- Purchasing and selling domestic and foreign securities
- Undertaking conversions
- Exercising subscription rights and other administrative activities
- Preparing tax statements and special asset inventories

If HBL does not receive instructions from the Client in good time, it may act at its own discretion.

In all its administrative activities, HBL shall rely on the usual sources of information available to it but does not assume any responsibility for the same.

It is the Client's responsibility to assert their rights arising from the Custody Assets in court or insolvency proceedings and to obtain the necessary information for this purpose.

HBL reserves the right not to execute purchase transactions and Client orders if there are insufficient funds. If HBL executes a transaction or order despite insufficient funds, it may request the Client to provide sufficient funds within a reasonable period of time. If no or insufficient cover is provided, HBL is entitled to sell Custody Assets held in custody account on behalf of the Client to the extent necessary to provide the required cover.

## 12. Shareholder rights

The Client waives the right to have HBL forward to them information in connection with the exercise of their shareholder rights. They release HBL from the corresponding obligations. Mandatory statutory provisions remain reserved.

## 13. Reporting obligations

The Client is responsible for fulfilling any reporting obligations vis-à-vis companies and authorities. HBL is not obliged to inform the Client of their reporting obligations.

## 14. Statement of assets

Once a year, HBL shall provide the Client with a statement on the holdings of their Custody Assets.

Valuations of the Custody Assets are based on market values from customary sources of banking information. HBL is not liable for the accuracy of valuations and other information contained in the statement.

## 15. Investment advisory/asset management

On the basis of special written agreements, HBL may also assume advisory functions (via investment advisory mandates) or the management of entire assets (via asset management mandates). Without such a written agreement, the custody account will be managed as an execution-only custody account, in which the Client alone is responsible for selecting the Custody Assets held in the custody account and for making purchase and sale decisions. HBL therefore does not carry out any suitability or appropriateness verifications in accordance with FinSA.

## 16. Banking secrecy and data protection

HBL is subject to legal obligations to maintain the secrecy of data relating to the business relationship with the Client (hereinafter «Client Data»), in particular within the framework of the Swiss banking secrecy and data protection law. The client hereby releases HBL (and its management, employees, representatives and agents) from these secrecy obligations and consents to the corresponding disclosure of data insofar as HBL is obliged to report Client Data to (custodian) institutions or authorities in Switzerland and abroad, in particular, to fulfil legal and regulatory obligations (e.g. derivative and stock exchange transactions, exchange of information in tax matters, EU Shareholder Rights Directive II, money laundering or combating fraud).

The Client acknowledges that in these cases, HBL will also disclose Client Data to recipients based abroad and/or store or process Client Data in systems located abroad. In this context, Client Data may be disclosed to countries with adequate data protection and to countries with inadequate data protection. The Client consents to such foreign data disclosures and acknowledges that Client Data transmitted abroad is no longer protected by Swiss law and that foreign laws and official orders may require the disclosure of this Client Data to authorities and other third parties.

## 17. Information

Information on financial services, HBL and the legal conditions can be found on the HBL's website at [www.hbl.ch/rechtliches](http://www.hbl.ch/rechtliches) or in paper form from all HBL branches.

## 18. Entry into force and amendments

These Terms and Conditions replace all previous custody account regulations and

shall enter into force immediately. HBL reserves the right to change these Terms and Conditions at any time. These shall be notified to the Client by circular letter or other suitable means and shall be deemed to have been approved if no objection is received within 30 days.

HBL/01.01.2026

**Introduction**

In addition to the estate assets of US citizens and US residents, the estate assets of non-US citizens resident outside the US may also be subject to US inheritance tax.

**Which assets are taxed**

From a US tax law perspective, all estate assets worldwide are subject to US taxation if certain assets with a connection to the US (so-called US situs assets) are held. This applies in particular to:

- Real property and movable assets located in the US;
- shares in US companies or companies incorporated under US law;
- certain US bonds (debenture bonds);
- investment fund units issued by US institutions; and
- financial instruments and certain other contractual rights for which US institutions are debtors.

**When are US inheritance taxes levied?**

In principle, US inheritance tax is levied as soon as the total value of the US situs assets (assets with a connection to the US) in the estate reaches at least the value of USD 60,000. Due to inheritance tax agreements between the US and the deceased's country of residence, higher tax allowances may also apply.

**Tax declaration obligation**

For US assets with a total value of less than USD 60,000, there is no obligation to declare or pay tax. If the value exceeds the limit of USD 60,000, an estate tax declaration (IRS Form 706) must be submitted within 9 months of the deceased's death.

**Amount of US inheritance taxes**

The amount of US inheritance tax can be up to 40% of the assets, irrespective of any other inheritance tax that may be due in Switzerland.

**Personal responsibility of the bank client**

Hypothekebank Lenzburg AG does not offer advice on US inheritance taxes. If necessary, further clarifications should be obtained by appropriately qualified tax advisors or tax lawyers.

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