Hypothekarbank Lenzburg

General Terms and Conditions (GTC)

The General Terms and Conditions (hereinafter «GTC») govern the business relationship between the bank client (hereinafter the «Client») and Hypothekarbank Lenzburg AG (hereinafter «HBL») unless otherwise provided in separate agreements. For individual types of business, the separate contractual agreements between the Client and HBL, as well as the separate conditions and regulations issued by HBL, shall apply in addition to these GTCs.

1. Care

The Client shall keep their bank documents carefully and securely so that unauthorised persons cannot access the information contained therein. Should the Client give HBL payment orders or buy/sell orders relating to securities, foreign exchange, precious metals or derivatives, they shall observe all precautionary measures to minimise the risks of fraud or other similar risks. The Client shall keep all access data, such as passwords and PIN codes, secret and shall not disclose them to third parties. Damages resulting from a breach of these duties of care shall be borne by the Client.

For its part, HBL shall take appropriate measures to detect and prevent fraud and other similar risks. If it fails to exercise due diligence in doing so, it shall assume responsibility for the loss incurred.

If a loss occurs without HBL or the Client having breached duties of care, the loss shall be borne by the party to whose sphere of influence it can be attributed.

2. Representation

If the Client is represented by a third-party vis-à-vis HBL, HBL's power of attorney forms are generally used. If other powers of attorney, namely general powers of attorney, are used, HBL may demand certification of the signatures and/or inspection of the originals at any time. The Client shall bear any risk for improperly used powers of attorney.

The Client must inform HBL immediately in writing if their representative becomes unable to act. The Client shall be liable for any damage resulting from a failure to comply with this duty to inform.

3. Notices, lack of contact and dormancy

The Client must notify HBL immediately in writing or by other suitable means of all facts of importance to the business relationship, namely changes to their name or company name, address or tax domicile, as well as the revocation of powers of attorney or signatory powers granted. At the request of HBL, the Client must provide the information and documents necessary for HBL to fulfill its legal and regulatory obligations in a complete, accurate, and up-to-date manner and in an appropriate format. HBL may charge the Client for expenses and costs incurred in connection with searches.

The Client shall ensure that contact with HBL is not interrupted. If contact is interrupted, HBL may pass on to the Client or their heirs the costs for address searches (including any costs for finding the heirs) as well as the special handling and monitoring of assets. Contactless or dormant business relationships with a debt balance may be terminated by HBL.

Notices from HBL shall be deemed to have been served once they have been sent to the address or contact details last provided by the Client, transmitted electronically or made available to the Client by any other appropriate means. In the case of electronic transmission, the notice shall be deemed to have been served as soon as it has been sent or made available via the electronic communication channel used or specified by the Client in dealings with HBL.

4. Communication

HBL shall be authorised to communicate via post, telephone as well as electronic channels (e.g. e-mail, SMS, e-banking, mobile applications and other electronic channels) to the addresses (e.g. e-mail address or mobile telephone number) used or explicitly indicated to HBL by the Client or their authorised representatives.

The Client acknowledges that unencrypted e-mails and other unprotected electronic communication channels are not secured against access by unauthorised third parties and, therefore, entail corresponding risks, e.g. lack of confidentiality, manipulation of content or sender data, misdirection, delay, viruses or other malware.

HBL hereby informs that it may record, store and process telephone and video conversations with Clients (in particular in the stock exchange and investment area) for training, quality improvement, compliance and/or evidence-gathering purposes. The Client consents to such recording and processing.

5. Poor execution of orders

If damage occurs as a result of non-execution or defective execution of orders (except stock exchange orders), HBL shall only be liable for the loss of interests. This does not apply to cases in which the Client has informed HBL in writing of the imminent danger of damage exceeding the loss of interest.

If the Client places several orders, the total amount of which exceeds their available credit balance or their credit limit, HBL shall be entitled to decide at its own discretion, without regard to the date or time of receipt, which orders are to be executed in whole or in part.

Regarding the procedure for exceeding the account limits, reference is also made to the provisions of the Consumer Credit Act (Bundesgesetz über den Konsumkredit, KKG).

6. Complaints

Complaints regarding the execution or non-execution of orders of any kind, accounts, custody accounts or other statements of assets, the valuation of credit balances or other communications of HBL must be made as soon as possible after receipt of the relevant notification, but in any case, within 30 days of delivery. In the absence of such a complaint, the execution or non-execution of the order and the corresponding notification, as well as all further notifications, shall be deemed to have been approved.

7. Bills of exchange, cheques and other papers

HBL shall be entitled to charge back discounted or credited unpaid bills of exchange, cheques and other papers. Nevertheless, it shall retain its claims under the law on bills of exchange, cheques or other papers for payment of the full amount of the bills of exchange, cheques and other papers with ancillary claims, namely against any party obligated under the bill of exchange, cheque or other paper until settlement of any existing debt balance.

8. Rights regarding offsets, retention and liens

For all existing and future claims in connection with the business relationship between the Client and HBL (incl. negative interest, credit balance fees, etc.), HBL has an optional right of set-off, retention and/or lien on all credit balances and assets of the Client which it holds, keeps or has booked for the account of the Client on its own premises or elsewhere, irrespective of maturity or currency. This also applies to credits and loans with or without special collateral as well as to trust accounts held with foreign banks, which are in the name of HBL but are held for the account and at the risk of the Client.

HBL shall be entitled to realise the pledged assets under compulsory law or by private contract as soon as the Client is in default with their payments. It may acquire pledged assets for itself or its Clients.

9. Interest, margins, commissions, prices, fees, taxes, duties and expenses

HBL's fees and conditions are based on the tariff applicable at any given time. HBL reserves the right to amend its interest and commission rates, margins, prices, fees and charges at any time, in particular in the event of changes in market conditions or costs, and to notify the Client accordingly. However, HBL is under no obligation to adjust its rates (particularly in the event of sudden or rapid changes in market conditions). Furthermore, HBL is entitled to introduce negative interest rates, credit balance charges or similar, even on balances that were previously free of charge, and/or to increase them. The Client will be informed of the change in an appropriate manner, e.g. via the Internet, in brochures and in Client areas of HBL.

Any taxes and duties levied in connection with the business relationship or which HBL shall be required to withhold on the basis of Swiss law, international treaties or contractual agreements with foreign authorities, as well as any expenses incurred by HBL in the course of providing services to the Client, shall be borne by the Client.

The advice and information provided by HBL do not constitute tax advice or an assessment of the tax implications of investments, products and services for the Client. HBL accepts no liability in this regard. This is subject to any tax advice expressly commissioned from HBL.

Offers submitted by HBL are generally valid for 30 days from the date of issue, unless a different period of validity has been agreed in writing. HBL may withdraw offers at any time without giving reasons.

10. Foreign currencies

The counter-investments corresponding to the credit balances in foreign currency shall be invested in the name of HBL, but for the account and at the risk of the Client, with correspondent banks within or outside the currency area concerned.

In particular, the Client shall bear the risk of legal or official regulations and restrictions (up to and including confiscatory or similar official measures) as well as any taxes and charges in the countries involved. Credits and debits of foreign currency amounts shall be made in Swiss francs at the exchange rate of the day on which the amount is credited or debited to HBL unless the Client has given instructions to the contrary in a timely manner or is the holder of an account in the corresponding foreign currency.

11. Outsourcing of services or business areas (Outsourcing)

HBL shall be entitled to outsource individual services, tasks or business areas, in whole or in part, to third parties (hereinafter «service providers») or to have them carried out by third parties. This applies in particular to the collection, processing and administration of Client data, the printing and dispatch of banking documents, as well as to IT, hosting and cloud services and the operation of systems for automated data processing.

Service providers are entitled to engage further third parties (hereinafter «subcontractors») to provide the outsourced services, insofar as this is necessary or appropriate for the provision or support of the respective services.

12. Bank client secrecy and data protection

HBL is subject to legal obligations to maintain the confidentiality of data relating to the business relationship with the Client (hereinafter «Client Data»), namely within the framework of Swiss bank client 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 relevant data disclosures to the extent that

a) it is necessary to safeguard the legitimate interests of the Client and/or HBL, namely in the event of legal action initiated by the Client or third parties against HBL, to secure the claims of HBL and the realisation of collateral of the Client or third parties, in the event of the establishment of a security interest in favour of a third-party, in the collection of claims of HBL against the Client, in the event of accusations by the Client against HBL in public and to prevent a lack of contact and information;

b) it is necessary for the execution of orders and services (e.g. trading and custody of securities, financial instruments, payment transactions, mortgages, foreign currency transactions). Especially in the case of transactions abroad (but also in the case of Swiss transactions processed through international channels), foreign law, contractual obligations or other customs may make it necessary to disclose related Client Data to foreign authorities or third parties involved in the execution;

c) this is done for the purpose of comprehensive and efficient customer service with subsidiaries or sister companies of HBL;

d) Client Data may be disclosed to HBL's service providers and subcontractors both in Switzerland and abroad, insofar as this is necessary for the provision of outsourced services or for the procurement of products or services;

e) HBL shall be obliged to report Client Data to (custodian or registry) institutions or authorities in Switzerland and abroad, in particular, to fulfil legal and regulatory obligations (e.g. derivatives and stock exchange transactions, exchange of information in tax matters, EU Shareholder Rights Directive, money laundering or combating fraud);

f) a collaboration with cooperation partners requires a respective exchange of Client Data, namely if the Client downloads, installs and/or uses software or applications from third-party providers (e.g. Open Banking applications) and in the process, Client Data is disclosed to these third-party providers (e.g. app providers and their subcontractors) (e.g. for the use of the third-party provider's application by the Client);

g) the Client Data is made available to cantonal or federal authorities for the collection of statistics or for research purposes in connection with the services of HBL (e.g. PACTA climate test).

The Client acknowledges that HBL in the cases listed in this Section 12 may also disclose Client Data to recipients who are based abroad and/or who 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 non-adequate data protection. The Client consents to such disclosures of Client Data abroad and acknowledges that, where Client data is disclosed abroad, the legal system of the recipient country may apply in addition to Swiss regulations. In particular, foreign laws and official orders may provide for or require the processing or disclosure of Client Data to authorities or other third parties, or may stipulate that Client data transferred abroad is no longer protected by Swiss law, and that foreign laws and official orders may require the disclosure of such Client Data to authorities and other third parties.

The Client authorises HBL to obtain information about them from third parties, in particular from authorities (e.g. debt enforcement and land registry offices, residents' registration offices), credit agencies as well as from the Central Office for Credit Information (Zentralstelle für Kreditinformationen, ZEK) and the Consumer Credit Information Office (Informationsstelle für Konsumkredit, IKO), as required for the purpose of creditworthiness and credit assessment.

HBL shall not be obliged to execute orders or provide services if the Client revokes their releases and consents in accordance with this Section 12. In this case, HBL may also terminate the relevant business relationship(s) with the Client at any time in accordance with Section 17.

This is subject to further disclosures of Client Data that are governed by other agreements with the Client. Further information on the processing of Client Data by HBL can be found in HBL's Privacy Policy, available at www.hbl.ch/rechtliches.

13. Payments

For the processing of Swiss and foreign payment transactions and securities transfers, the name, address and account number of the ordering party, among other information, must be provided. Without this information, payments, in particular international payments, will be rejected. It cannot be ruled out that in exceptional cases, transactions within Switzerland (e.g. payments in a foreign currency) will be processed through international channels.

The Client acknowledges that payment transaction data transmitted abroad is not protected by Swiss law. Especially in the context of the international fight against terrorism and money laundering, foreign laws and regulations may provide for the disclosure of this data to authorities or other third parties. For due diligence purposes, proper business conduct and/or compliance with Swiss and foreign laws and regulations, as well as in the case of general orders (embargos, sanctions), HBL may restrict the use of services and products vis-à-vis the Client in whole or in part.

Incoming payments shall be credited to the account with the IBAN or account number stated in the transfer without verifying that the additionally transmitted details match the name or the company and the address of the account holder. HBL has the right, but not the obligation, to carry out such a verification at its own discretion.

If the Client submits a payment order as an instant payment, he acknowledges that (i) a payment order submitted in this form cannot be revoked, (ii) HBL cannot guarantee the execution of the payment as an instant payment, and (iii) HBL is entitled to refuse to execute an instant payment without giving reasons.

In particular, an instant payment will not be executed if (i) the maximum amounts for the instant payment are exceeded, (ii) the credit balance on the debit account is insufficient, (iii) the payee's financial institution does not support instant payments or (iv) the required validation checks could not be carried out successfully when the order was placed. An instant payment that has not been executed can be re-entered and ordered by the Client as a conventional payment.

14. Third-party software and applications

If and to the extent that the Client uses software and applications from third-party providers (e.g. Open Banking applications via the Internet and/or mobile applications, hereinafter «Open Banking Applications»), the Client acknowledges that they use these Open Banking Applications at their own risk and that the use of these Open Banking Applications shall be governed by the terms and conditions of the respective third-party provider.

HBL excludes any warranty and liability for Open Banking Applications of third-party providers; in particular, HBL does not warrant the malfunction-free, uninterrupted and error-free operation of and access to such Open Banking Applications and excludes any liability for damages, costs or expenses incurred by the Client as a result of malfunctions, interruptions (including system-related maintenance work) or errors of Open Banking Applications.

15. Compliance with legal regulations and laws

The Client shall be responsible for compliance with the legal and regulatory provisions applicable to them. This includes, among other things, the obligation to declare taxes, in particular with regard to any applicable foreign taxes.

As part of its risk management or to ensure compliance with due diligence requirements, HBL may be required to observe and implement domestic and foreign legal and regulatory requirements, official orders, sanctions, embargoes and contractual obligations. This applies in particular in connection with regulations on combating money laundering, terrorist financing and fraud, as well as sanctions and embargoes.

In order to meet these requirements, HBL may, at its own discretion, restrict, suspend or refuse services of any kind (e.g. deposit and withdrawal orders, transfer or remittance orders, including orders to close accounts) or products, and may freeze assets, exclude them from disposal or segregate them in any other way.

16. Equivalence of Saturdays with state-recognised public holidays

In business transactions with HBL, Saturdays shall be treated as equivalent to a state-recognised public holiday.

17. Termination of business relations

Existing business relations, in particular also committed, granted and/or used credits, may be cancelled or terminated by the Client or HBL with immediate effect. Any claims shall thereby become immediately due for repayment. All costs and fees associated with the termination of the business relationship, as well as any losses resulting from the sale of securities or assets, shall in all cases be borne by the Client. Separate contractual agreements to the contrary between the Client and HBL, as well as the separate conditions and regulations issued by HBL, remain reserved.

If the Client fails to fulfil their obligation to inform HBL, within the grace period set out in the first reminder, as to where the assets deposited with HBL and/or the credited balances are to be transferred, HBL may offset the costs of any further reminders and associated expenses against the remaining credit balance and, in the event of insufficient funds, sell the remaining securities or assets for this purpose. Furthermore HBL may physically deliver these securities or assets or liquidate them and send the proceeds as well as any remaining credit balances of the Client with discharging effect in the form of a cheque in a currency determined by the last address notified in writing by the Client.

18. Applicable law and place of jurisdiction

All legal relationships between the Client and HBL are subject to Swiss law. **Lenzburg shall be the ordinary place of jurisdiction** and the place of performance and debt collection, insofar as this is permitted by mandatory Swiss and foreign legal provisions. However, HBL has the right to take legal action against the Client before the competent court at the Client's domicile/registered office or any other competent court.

19. Entry into force and amendments to the GTC

These General Terms and Conditions replace all previous versions and shall come into force immediately. HBL reserves the right to amend these GTCs 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 without objection within 30 days.

HBL/01.01.2027