

# **Custody Account Conditions**

# 1. Scope of application

The Custody Account 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 the «Bank»), particularly if these are managed in the form of intermediated securities. The Conditions may be supplemented by other special contractual agreements.

#### 2. Acceptance of Custody Assets

In particular, the Bank accepts:

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

The Bank is free to reject acceptance in whole or in part, without stating its reasons for doing so, or to demand the withdrawal of Custody Assets.

### 3. Examination of Custody Assets

The Bank may examine Custody Assets submitted by the custody account holder 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, the Bank 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, the Bank is entitled to realise the Custody Assets.

#### 4. Registration of Custody Assets

Registered Custody Assets may be entered into the relevant register (e.g. share register) in the name of the custody account holder, provided that the relevant authorisation has been obtained. However, the Bank 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 custody account holder.

#### 5. Security and due diligence

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

#### 6. Duration of deposit

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

# 7. Multiple custody account holders

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

# 8. Custody account 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 custody account holder shall be notified of such changes in an appropriate manner.

#### 9. Commissions, fees, taxes and remuneration

The custody account holder is charged by the Bank 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 the Bank at any time. All taxes and duties are borne by the custody account holder. The Bank is also entitled to debit the account of the custody account holder for particular administrative activities, special statements of assets or extraordinary effort (e.g. research, etc.). The customer acknowledges that the Bank may receive brokerage fees, commissions, premiums, discounts or other pecuniary benefits (known as third-party compensation) for the financial instruments used by the customer 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

customer and the Bank, the Bank shall pass on this third-party compensation to the customer in full. However, in the case that the business relationship has been terminated, the customer shall waive third-party compensation ranging from CHF 0.-- to CHF 250.--. In return, the Bank will not charge the customer a termination fee.

#### 10. Administration

In the absence of specific instructions from the custody account holder, the Bank 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

The Bank shall undertake the following activities at the specific request of the custody account holder, 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 the Bank does not receive instructions from the custody account holder in good time, it may act at its own discretion.

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

It is the custody account holder'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.

# 11. Shareholder rights

The client waives the right to have the Bank forward to them information in connection with the exercise of their shareholder rights. They release the Bank from the corresponding obligations. Mandatory statutory provisions remain reserved. The client may revoke this waiver at any time in writing, addressed to the Bank.

## 12. Reporting obligations

The custody account holder is responsible for fulfilling any reporting obligations vis-à-vis companies and authorities. The Bank is not obliged to inform the custody account holder of their reporting obligations.

#### 13. Statement of assets

Once a year, the Bank shall provide the custody account holder 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. The Bank is not liable for the accuracy of valuations and other information contained in the statement.

#### 14. Investment advisory/asset management

On the basis of special agreements, the Bank may also assume advisory functions (via investment advisory contracts) or the management of entire assets (via asset management mandates).

#### 15. Information

Information on financial services, the Bank and the legal conditions can be found on the Bank's website at www.hbl.ch / Über uns/Rechtliches or in paper form from all Hypothekarbank Lenzburg branches.

#### 16. Entry into force and amendments

These Custody Account Conditions replace all previous custody account regulations and shall enter into force immediately. The Bank reserves the right to change the Custody Account Conditions at any time. The custody account holder shall be notified of these Conditions by circular letter or other suitable means and shall be deemed to have been approved if no objection is received within 30 days.