



## GENERAL CONDITIONS OF HOTTINGER AG

This document governs the business relationship between the client and Hottinger AG. In order to improve the readability, only the male gender is used to refer to both male and female persons throughout this document and all other contractual documents of relevance to the client.

### ART. 1 – VERIFICATION OF IDENTIFICATION

Hottinger AG verifies the identification of the client and his proxies and representatives with customary due diligence. If Hottinger AG fails to detect forgeries or inadequate proof of identification, it may be held liable only in cases of gross negligence.

The client is obliged to manage all documents and in particular means of identification with due care to prevent unauthorised persons from accessing them. The client must take all reasonable precaution to avoid misuse or fraud. Any damage resulting from the misuse of his means of identification or from fraudulent activities shall be borne by the client provided he failed to exercise due care.

In the event that neither Hottinger AG nor the client failed to exercise due care, the damage shall be borne by the party in whose sphere of influence the misuse of fraudulent activity took place.

In the event of death of the client, Hottinger AG may require documentary evidence (e.g. certificate of inheritance, certificate of executorship etc.) so as to determine who is entitled to dispose of and obtain information. Official translations of documents in foreign languages into German, English or French shall be provided upon request. The cost of procuring any such documents and translations shall be borne by the authorised person.

### ART. 2 – LEGAL INCAPACITY

The client must notify Hottinger AG immediately in writing or any other form that constitutes proof through text if his proxies, representatives or other third parties no longer have legal capacity.

Provided that Hottinger AG has exercised customary due diligence, the client shall bear any damage resulting from the legal incapacity of his proxies and representatives or other third parties.

### ART. 3 – COMMUNICATION

Any communications from Hottinger AG shall be

considered duly transmitted if sent to the last correspondence address provided by the client.

If, on the express instructions of the client, Hottinger AG retains the communications, the client shall be presumed to have received them on the date indicated on them. Hottinger AG shall be released from all responsibility resulting from this mode of proceeding. Subject to any statutory provisions to the contrary, any correspondence of which the client does not take possession, shall be destroyed by Hottinger AG ten years from the date indicated on the same.

Any claim concerning an extract of account statement, the list of securities held, or any other document, must be made in writing and presented to Hottinger AG promptly upon receipt of the communication concerned and at the latest within thirty days therefrom.

Failing any claim within that time limit, the contents of the communication in question shall be deemed to have been approved and accepted as correct by the client. Such approval covers all items included explicitly or implicitly in the statement of account, list of securities held or any other document.

Hottinger AG reserves the right to send the client a form of acknowledgement, in particular when an account shows a debit balance. The client shall return that form to Hottinger AG, duly signed, within thirty days of its communication, failing which the balances and items therein mentioned shall be deemed to have been approved and accepted as correct.

In cases the circumstances require an immediate reply on the part of the client, in particular to correct an error; any loss resulting from a delay shall be borne by the client.

### ART. 4 – DUTY TO NOTIFY CHANGES

The client must notify Hottinger AG immediately of any changes in his personal details (in particular name or company name, residential address or address of the registered office, tax domicile(s), contact and correspondence details, nationality/ies) or the documentary evidence or declaration (e.g. copies of identification documents, proof of residence) relating to the client, his proxies or representatives, and the beneficial owners, controlling persons, beneficiaries or any other persons participating in the banking relationship. The client may be obliged to renew such



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documentary evidence or declarations.

### **ART. 5 – BUSINESS RELATIONSHIP IN THE NAME OF SEVERAL PERSONS**

If the business relationship is conducted in the name of several persons, these persons shall be jointly and severally liable for any claims of Hottinger AG arising from the business relationship, unless agreed otherwise.

### **ART. 6 – COMPLIANCE WITH LEGAL AND REGULATORY REQUIREMENTS**

The client is responsible for complying with all legal and regulatory requirements applicable to him. This also includes compliance with his tax obligations, which the client must prove to Hottinger AG if requested.

### **ART. 7 – INTEREST, PRICES, COMMISSION AND TAXES**

The agreed or customary interest, prices (fees, commissions, charges etc.) and taxes shall be credit or debited, to the client either periodically or immediately, at Hottinger AG's discretion.

The rate of interests and commissions are set by Hottinger AG based on the situation prevailing in the capital market.

The safekeeping charges, commissions and fees are calculated in accordance with the rates in effect. Hottinger AG is authorised to deduct the said fees, including interest due on unpaid debts, by debiting the account of the client.

**Hottinger AG reserves the right to adjust its interest rates and commissions or to introduce new commissions (including negative interest on account balances) at any time, in particular if market conditions change or for any other objective reason.**

Price increases and newly introduced prices shall be deemed to have been accepted unless the client terminates the affected product or services within 30 days of communication.

### **ART. 8 – COMPENSATION**

**As a result of the transactions carried out as part of its activities, Hottinger AG may receive remuneration from third parties in the form of retrocessions, to which it shall be entitled. The client waives the right to reimbursement.**

**Hottinger AG shall inform the clients about the subject matter and maximum amounts of these compensations within the scope of the following form: "INFORMATION FOR CLIENTS-REMUNERATIONS / F-114". This form is an integral part of the General Conditions. The**

**client fully waives his right to pass on such fees. Upon request, Hottinger AG will disclose the amount of any third-party fees collected.**

### **ART. 9 – LIEN AND RIGHT TO SET-OFF**

Hottinger AG shall hold a lien on all assets that it holds for the account of the client held at Hottinger AG or elsewhere on all receivable due from Hottinger AG to the client for all existing or future claims Hottinger AG may have in connection with the client relationship.

Immediately upon default of the client, Hottinger AG shall be entitled at its own discretion to dispose, either by forced sale or in the open market (including acquiring the assets for its own account), of any assets over which it has a right of lien.

Hottinger AG may set off existing claims against it with its own claims, irrespective of their due date or currency.

### **ART. 10 – IMPROPER TRANSMISSION AND SYSTEM FAULTS**

Hottinger AG applies customary due care to the use of postal services, telephony, e-mail and all other types of transmission or transport. Except in case of gross negligence, Hottinger AG may not be held responsible for any damage resulting from the use of postal services and any other mode of transmission (telephone, telegrams, telex, fax, email, etc.) or a mail delivery service due to delay, loss, misunderstanding, falsification or abuse on the part of a third party.

### **ART. 11 – EXECUTION OF ORDERS**

In case of damages due to the non-execution or defective execution of an order (excluding stock exchange orders), Hottinger AG is responsible only for the loss of interest. If additional damage beyond a loss of interest is to be expected, the client must inform Hottinger AG of this in advance on a case-by-case basis. If the client fails to do so, he shall bear any such damage himself.

In the matter of stock exchange orders, Hottinger AG is not responsible for mistakes or omissions made by its correspondents.

If the client issues several orders, the total amount of which exceeds his disposable account balance held with Hottinger AG or the credit granted to him, Hottinger AG will decide at its own discretion and irrespective of their date of issue or receipt which orders will be executed, wholly or in part.

### **ART. 12 – COMPLAINTS**

Client complaints relating to the execution or non-execution of orders and/or transactions of any kind,



including such as e.g. FX transactions, OTC transactions and stock exchange orders, must be received no later than the day following the order's execution resp. the transaction. Otherwise, the relevant execution resp. acting of Hottinger AG will be deemed to have been approved by the client.

#### **ART. 13 – ACCOUNTS IN FOREIGN CURRENCIES**

Hottinger AG deposits the value of the funds held in foreign currencies for its clients in its name, but for the account and at the client's risks, with correspondents deemed trustworthy, in or outside the area of the currency in question. The client bears the consequences of changes in exchange rates and of public-law measures (e.g. prohibitions of payments or transfers) with respect to his assets.

The client may dispose of his assets in foreign currencies by sales or transfer orders. Other methods of disposal require a special agreement with Hottinger AG.

#### **ART. 14 – EXCLUSION OF TAX ADVICE**

Hottinger AG does not advise or inform regarding the clients general tax situation or any fiscal consequences arising from an investment, product or services. The client must seek the advice of a tax specialist in this regard.

#### **ART. 15 – OUTSOURCING OF BUSINESS AREAS AND SERVICES**

Hottinger AG reserves the right to outsource fully or partially business areas and services (e.g. data processing for administrative purposes, custody, payments, file management, office automation solutions and customer relationship management automation solutions rendered as cloud services by cloud services providers, etc.) to a limited number of carefully selected providers within Switzerland and abroad. The terms and conditions of these outsourcing activities are regulated on a contractual basis.

#### **ART. 16 – DATA PROTECTION AND BANK-CLIENT CONFIDENTIALITY**

All client data is subject to Swiss bank-client confidentiality and data protection legislation.

Hottinger AG processes client data in the performance of its services as well as for its own and legally prescribed purposes. This includes e.g. marketing, market research, statistics and planning, product development and business decisions that affect the client or Hottinger AG, combating money laundering and fraud, complying with legal obligations to provide information and instructions

from authorities, as well as the automatic exchange of information with foreign tax authorities.

Hottinger AG discloses client data to third parties only in accordance with legal obligations or for legally justified reasons, in accordance with official orders, for the purpose of executing orders, for the purpose of outsourcing in accordance with ART. 15 and to the extent required to protect Hottinger AG's legitimate interests in Switzerland and abroad. This applies in particular with respect to any legal action or public statements threatened or initiated against Hottinger AG by the client, the safeguarding of any claims Hottinger has vis-à-vis the client, and the re-establishment of contact with the client after loss of contact via the relevant Swiss authorities.

Where data is processed in relation with a service or product, the client is deemed to have accepted it by purchasing or ordering the service or the product.

The protection of client data leaving Switzerland is subject to prevailing foreign law, which governs the admissibility and scope of any disclosure of said client data to authorities or other third parties. The client acknowledges that Swiss banking-client confidentiality does not afford any protection in such cases.

Hottinger AG obliges third parties involved in outsourcing in accordance with ART. 15 to also ensure confidentiality and reasonable data protection if they have access to client data that allows clients to be identified. They may not use client data and data relating to the client relationship with Hottinger AG for own or other purposes without the consent of Hottinger AG. Within Switzerland, client data is also protected by Swiss bank-client confidentiality. The data centres of the cloud service providers for the services rendered to Hottinger AG will be located in Switzerland and/or the European Union.

#### Which data are affected?

- Information concerning clients, authorised representatives and beneficial owners and other persons involved (e.g. name, registered office, domicile, address and nationality of such persons);
- Information concerning transactions or services concerned (e.g. purpose, economic background and other background information concerning transactions and services);
- Information concerning the business relationship between the client and Hottinger AG (e.g. extent, status, purpose, historic data, other transactions executed in relation to this business relationship).



#### Nature and time of disclosure

The information may be disclosed using any means. This includes in particular disclosure by telecommunication (including electronic data transfer) as well as the physical transfer of documents (e.g. passport copies). Disclosure may be necessary before, during or after execution of a transaction or provision of a service.

#### Recipients of the information

Third parties involved who may be a recipient of the information include e.g. stock exchanges, brokers, banks (including in particular correspondent banks), trade repositories, processing and third-party depositories, issuers, authorities or their representatives and other undertakings involved in the transaction or services nationally and abroad. It is possible that these third parties may pass on the information received to other locations. This may occur e.g. because they deal with processing in their own processing centres.

**The client hereby consents to said disclosure and associated processing of his client data.**

#### **ART. 17 – SRD II – SHAREHOLDER IDENTIFICATION**

The European Shareholder Rights Directive (SRD II) contains rules for financial intermediaries entrusted with the custody/administration of securities or keeping securities accounts on behalf of shareholders (or other intermediaries). In order to improve communication between companies and their shareholders, the Directive entitles companies to request relevant information on the identity of their shareholders from intermediaries. In this context, Hottinger AG may be required to transmit shareholder identification information to companies on their request. To the extent that any applicable non-disclosure, confidentiality, bank secrecy, data privacy or other law imposes non-disclosure requirements on such information required or permitted to be disclosed, the client waives such requirements and permits Hottinger AG to disclose the requested information.

#### **ART. 18 – PROXY VOTING RIGHTS**

Hottinger AG will exercise proxy voting rights only on the basis of attorney and instructions granted to it in writing.

#### **ART. 19 – CASH AND SECURITIES DEPOSIT**

Hottinger AG is equipped for the safekeeping of all securities, negotiable papers, documents and other articles which are remitted to it in open deposit. It undertakes to hold in safekeeping the deposits entrusted to its care.

Hottinger AG is authorised to deposit cash and securities with its correspondents in Switzerland and abroad in its own name, but for the benefit and at the risk of the client. Such correspondent acts as sub agent of Hottinger AG in the sense of Art. 399 CO.

Moreover, Hottinger AG reserves its right to hold the securities of its clients, either in an individualised deposit for each client but in the name of Hottinger AG, either in a global deposit. In that case the depositor becomes co-owner of the deposit(s) proportionally to his share.

For the securities entrusted to it in open deposits, Hottinger AG carries out, without special instructions from the depositor, the usual handling of transactions, without however assuming responsibility in case of error or omission.

These operations consist particularly of:

- the cashing or negotiating of interest or dividend coupons due;
- the control of drawings, reimbursements, conversions, redemption of negotiable papers, cashing of securities called for redemption;
- the reception of new coupon sheets, exchange of temporary certificates against definitive securities;
- the reception of securities issued as stock dividends and the purchase or sale at the best conditions of fractions of securities.

Moreover, on a client's order:

- Hottinger AG takes care of conversions, exercises or sells subscription rights of new securities issued against payment and makes the payments due on securities not fully paid up.

In the case of a drawing by lots of securities placed in a collective deposit, Hottinger AG shall effect a second drawing by lots in order to ensure equal treatment of the securities.

#### **ART. 20 – TERMINATION OF THE BUSINESS RELATIONSHIP**

Hottinger AG and as well the client has the right to cancel its relationship without any notice period at any time. Upon such cancellation, any credit, whether outstanding or promised is immediately terminated except for contractual maturities.

The General Conditions will continue to apply to any transactions still in progress at the time of termination.



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Subject to any provision to the contrary, the business relations between Hottinger AG and the client shall not terminate upon the death, declaration of absence, legal incapacity or bankruptcy of the client.

**ART. 21 – OFFICE HOURS / HOLIDAYS**

The offices of Hottinger AG are open from Monday to Friday inclusive. All days recognised as such by any local authority and/or recognised stock exchange will be considered to be official public holidays.

**ART. 22 – LIMITATION OF LIABILITY**

**Hottinger AG is only liable to the customer if Hottinger AG has acted with gross negligence or intent.**

**This limitation of liability shall apply regardless of the factual/legal grounds on which the liability is based and/or regardless of the content of the accused breach of duty.**

**A permissible complete exclusion of liability remains reserved, as far as it is stated elsewhere.**

**ART. 23 – AMENDMENT OF THE GENERAL CONDITIONS**

Hottinger AG reserves the right to amend the General Conditions at any time. Any such amendments will be communicated to the client in an appropriate manner and the most recent version of the General Conditions can be found on the webpage of Hottinger AG:

[www.hottinger-ag.ch](http://www.hottinger-ag.ch)

They are deemed to have been accepted unless the client objects in writing or any other form that constitutes proof through text within 30 days of their communication. If the client objects, he may terminate this contract with immediate effect.

**ART. 24 – APPLICABLE LAW AND PLACE OF JURISDICTION**

All of the legal relations between the client and Hottinger AG shall be governed exclusively by Swiss law. Except where there is an agreement stating otherwise, the place of execution, the jurisdiction for legal proceedings for clients domiciled abroad, and the exclusive jurisdiction for proceedings of any kind whatsoever shall be in Zurich.

Hottinger AG shall at all times have the right to commence an action at the place of domicile of the client or before any other court of competent jurisdiction.