



General Business Conditions for Ex-Custody Client Relationships

These General Business Conditions and the Information on disclosure of client information govern the mutual relationship between the client (the "Client") and Rothschild & Co Bank AG, Zollikerstrasse 181, 8034 Zurich (the "Bank") concerning the management of the Client's assets booked ex-custody at a third-party bank.

Special agreements or specific provisions regarding particular products and services remain reserved. To facilitate reading, the Bank does not use duplicate masculine and female forms in the contractual documents. To the extent justified by the context, the singular form includes the plural form.

GENERAL PROVISION

1. Verification of identity

The Client is obligated to keep his bank documents and access information in a safe place and protect them against unauthorized access by any third parties. He must take all reasonable precautionary measures to prevent misuse or fraud.

The Client shall bear all damages arising from faulty identification or forgeries unless the Bank did not perform the verification of identity by applying the customary level of care and diligence.

2. Incapacity to act

The Client shall notify the Bank in writing without delay if his representative lacks capacity to act. The Client shall otherwise be liable for any damage resulting from the representative's actions unless the Bank has failed to apply the customary level of care and diligence.

3. Communication

Communication from the Bank shall be deemed to have been duly served to the Client if it is sent to the last address notified by the Client and/or electronically to eAccess.

The Client acknowledges that the Bank may contact him in any other manner – in particular directly despite hold mail instructions – in order, for example, to fulfil any statutory or regulatory duties, to prevent dormancy of assets or to protect the Client's or the Bank's interests.

The Client is obligated to notify the Bank without delay of any changes to personal details (e.g., name, registered office or residential address, tax domicile, nationality) relating to himself, his authorised agents and representatives, the beneficial owners, controlling persons, beneficiaries and other persons involved in the client relationship.

The Client acknowledges that all bank forms and other documents received by the bank are legally binding and valid, even if only a copy is sent to the Bank. The Bank, however, at its own discretion, is entitled to request the original of the relevant document at any time.

The Client acknowledges and accepts that telephone calls may be recorded for evidence and quality assurance purposes.

4. Transmission errors

Any loss or damage resulting from delay, loss, forgery or falsification, error, misunderstanding, damage of messages or similar incidents in connection with transmission by use of postal services, telephone, fax, e-mail, internet or other ways of communication or transmission shall be borne by the Client except where the Bank has failed to apply the customary level of care and diligence.

5. Complaints

If the Client wishes to contend that orders were executed defectively or not executed at all, or complain about statements or any other communications from the Bank, he must do so immediately upon receipt of the information in question, but in any event before any reasonable deadline set by the Bank. They shall otherwise be deemed to have been approved.

6. Defective execution of orders and duty of notification

In the event of damage suffered by the Client due to the non-execution or late or defective execution of orders (excluding stock market orders), the Bank shall be liable only for the loss of interest, unless the Client has notified the Bank in writing of the imminent risk of any further damage.

7. Insufficient cover and other impediments

If the Bank has received from the Client one or more orders, the total amount of which exceeds the available balances of the Client, the Bank shall be entitled to determine at its own discretion, and without regard to the date of the orders or their sequence in time, whether the orders, or which of the orders, shall be carried out in full or in part or not at all.

The Client acknowledges that statutory or regulatory reasons (e.g., combating of money laundering) may prevent the execution of the Client's instructions.

8. Expenses, commissions, taxes and fees

The Client agrees that the Bank charges, expenses, commissions, taxes, duties and fees incurred. The amount of expenses, commissions and fees of the Bank shall be calculated according to the respectively applicable rates. The Bank reserves the right to amend its rates at any time according to market conditions or costs. The Client shall be notified of such amendments in writing or by other appropriate means. Without written objection raised by the Client within 30 days, the amendment is deemed to be accepted.

9. Bank Client secrecy

The Bank is subject to legal obligations deriving from the Swiss Federal Banking Act to maintain secrecy with respect to its business relationship with the Client and any information or document which identifies, directly or indirectly, the Client (Client Identifying Data or "CID").

The Client releases the Bank (including its governing bodies, employees and representatives) from all confidentiality obligations, expressly waives banking secrecy and allows the disclosure of information and/or documents related to the Client (including CID) and the business relationship to the extent necessary:

- to enable the Bank to comply with legal, regulatory and/or contractual obligations in Switzerland or abroad. In this case, the Bank shall be entitled, without informing the Client, to disclose all information and documents relating to the Client (including CID) and the business relationship, both during and after the termination of the business relationship;
- to protect the legitimate interests of the Bank and/or the Client, such as, for example:
 - in the event of legal proceedings brought by the Client against the Bank or by the Bank against the Client;
 - in the event of legal proceedings brought by a third party against the Bank or by the Bank against a third party, directly or indirectly in connection with the Bank's business relationship with the Client;
 - to secure the Bank's claims and the realization of security interests provided by the Client or by third parties;
 - insofar as the Bank decides to carry out any research with a view to corroborating information concerning the Client or the business relationship with the Client;
 - in order to re-establish contact in cases of loss of contact or dormant assets; and
 - to ensure the group-wide monitoring of compliance, money-laundering and other risks by domestic and foreign Group companies affiliated with the Bank.

In these cases, the Bank shall be entitled, without informing the Client, to disclose all information and/or documents relating to the Client (including CID) and the business relationship, both during and after the termination of the business relationship;

- to enable the Bank to provide services to the Client (e.g., payment transactions, transactions in financial instruments, the purchase, safekeeping and sale of securities or assets, credit transactions, etc.), in particular where these services have an international dimension.

In this context, the Client authorises the Bank (including its governing bodies, employees and representatives) to disclose information and/or documents related to the Client (including CID) and the business relationship to third parties in Switzerland or abroad who are involved in such a service (e.g. payment transactions, the purchase, receipt and

delivery, storage and sale of securities or custody account assets, foreign exchange and precious metal transactions, derivative / OTC transactions, credit transactions), and in particular where these have an international dimension. In this context, the Bank shall be both authorized and instructed to make such disclosures to third parties in Switzerland and abroad that are involved in these transactions and services (e.g. stock exchanges, brokers, banks, transaction registers, settlement agents and sub-custodians, issuers, legal and tax advisors, authorities or their representatives and other involved third parties) so that the transactions and services can be performed and to ensure compliance with laws, regulations, contractual provisions and other rules, business and trading practices and compliance standards.

Furthermore, the Client understands and agrees that information and/or documents relating to the Client (including CID) and the business relationship, may be transferred or made available to service providers of the Bank, in Switzerland or abroad, in the context of the outsourcing of operations and services within the meaning of these General Business Conditions.

The Client is also informed and agrees that, in the situations described in this clause, the Bank may transfer information and/or documents relating to the Client (including CID) and the business relationship to recipients established or domiciled in jurisdictions that do not offer the same level of confidentiality and data protection as Switzerland. The Client further understands and accepts that the Bank no longer has any control over the information and/or documents relating to the Client (including CID) and the business relationship once they have been passed on to a third party if this third party is located abroad, and that such information and/or documents are no longer protected by Swiss law.

In all cases, the Client confirms having informed any and all third parties which may be concerned by such transfers (e.g., economic beneficiaries, the administrative bodies of legal entities, representatives with power of attorney and other third parties) and has obtained their prior written consent in this respect.

The Client agrees that the Bank may share information and/or documents relating to the Client (including CID) and the business relationship by any means of communication.

The Client understands and agrees that the Bank is no longer obliged to provide services and/or execute transactions if the Client revokes his consent to the lifting of secrecy obligations (including banking secrecy) contained in this section.

Finally, the Bank's statutory and supervisory disclosure and reporting obligations shall apply in any event.

10. Data Protection

The Bank processes personal data, as such term is defined by the Swiss Federal Data Protection Act (the "Personal Data"), of the Client or of third parties connected to the Client (e.g., economic beneficiaries, the administrative bodies of legal entities, representatives with power of attorney and other third parties) which are necessary for the Bank's business activities.

The Client agrees that the Bank may process Personal Data on the basis of the Client's consent, but also in order to:

- to fulfil its contractual obligations;
- to fulfil its legal and regulatory obligations; and
- to protect its legitimate interests.

Where he provides the Bank with Personal Data relating to another person (directly or through an intermediary), the Client represents and warrants that (to the extent necessary) he has obtained the prior written consent of the person concerned for the processing of his Personal Data and/or that he has complied with any requirements resulting from the applicable data protection laws to enable data processing by the Bank.

Further information on the Bank's processing of Personal Data can be found on the Bank's website:

<https://www.rothschildandco.com/en/wealth-management/switzerland/client-corner/>

Additional information is set out in the attached Information on disclosure of client information, which forms an integral part of these General Business Conditions, and which can also be found on the Bank's website: <https://www.rothschildandco.com/en/wealth-management/switzerland/client-corner/>, as well as in the Information Notice published by the Swiss Bankers Association "Information from the SBA regarding the disclosure of client data and other information in international payment transactions and investments in foreign securities", which is also available at the following link:

<https://www.swissbanking.ch/en/financial-centre/information-for-bank-clients-and-companies/information-for-bank-clients>

The Client understands and accepts that he is responsible for taking note of the above-mentioned additional information, and that, if he provides the Bank with Personal Data relating to another person, he is responsible for providing the above-mentioned information to such third party.

11. Outsourcing of operations and services

In accordance with the applicable regulations, the Bank may outsource business areas and services (e.g., payment transactions, trading, safe custody of securities, IT, compliance, data management, back and middle office services and other administrative and processing activities) in whole or in part to service providers (incl. Group companies) located in Switzerland or abroad.

12. Compliance with Legal requirements

The Client shall be responsible for complying with any statutory and regulatory requirements applicable to him.

He undertakes and confirms towards the Bank to comply with any applicable laws and to fulfil his statutory, contractual and fiscal obligations (e.g. declaring and paying taxes).

13. Modifications of General Business Conditions

The Bank reserves the right to amend the General Business Conditions at any time. Such amendments shall be communicated to the Client in writing or by any other appropriate means and shall be deemed to be approved by him unless written objection is raised within 30 days of their communication.

14. Termination of business relationship

The business relationship between the Client and the Bank is entered into for an indefinite period of time. It will not be terminated in the event of the Client's death, incapacity to act or bankruptcy.

Unless otherwise agreed in writing, the Bank and the Client shall be entitled to terminate the existing business relationship, including credits granted, at any time with immediate effect and without giving any reasons.

15. Saturdays equivalent to public holidays

In business transactions with the Bank, Saturdays shall be equivalent to officially recognized public holidays.

16. Governing law and place of jurisdiction

All legal relationships between the Client and the Bank shall be governed exclusively by Swiss law. The exclusive place of jurisdiction, the place of performance and for Clients residing outside Switzerland the place of debt enforcement shall be the location of the Bank's domicile in Zurich. The Bank reserves the right to take legal actions against the Client at any other place. Mandatory statutory jurisdictions remain reserved.

Information on disclosure of client information for Ex-Custody Client Relationships

Information on disclosure of client-identifying data/information for payment, securities, and other transactions and services, particularly in an international context as well as in connection with group-wide monitoring of compliance, money laundering and other risks.

This information sheet contains important information about the disclosure of client-identifying data and/or information (the "Client Information") in relation to (i) group-wide monitoring of compliance, money laundering and other risks, and (ii) transactions and services that Rothschild & Co Bank AG, Zollikerstrasse 181, 8034 Zurich (the "Bank") provides to the client (the "Client"), for example:

- payment services (incoming and outgoing payments),
- the purchase, inward and outward delivery, safekeeping, and sale of custody account assets,
- other transactions and services, such as currency, precious metals and derivatives/over the counter transactions,

particularly in an international context.

This information document clarifies the provisions of sections 1.12 and 1.13 of the Bank's General Business Conditions and supplements the information published by the Swiss Bankers Association on its website on disclosure of client data in international payment transactions and investment in non-Swiss securities (www.swissbanking.org).

In the circumstances listed below, the Client agrees to waive his/her rights to confidentiality under the Swiss bank confidentiality rules (Article 47 of the Swiss Banking Act).

Disclosure of Client Information in connection with group-wide monitoring of compliance, money laundering and other risks

The Bank is a Rothschild & Co Group company and as such is subject to group-wide monitoring of compliance, money laundering and other risks. Group-wide identification and limitation of these risks necessitates the exchange of Client Information among individual companies in the Rothschild & Co Group.

In this respect, Client Information which may be disclosed to that end includes, *inter alia*, the following:

- Client name along with the names of other persons involved in the Client relationship (e.g., beneficial owners, the administrative bodies of legal entities, representatives with power of attorney and other third parties);

- Information on the persons mentioned above (e.g., date of birth, citizenship, place of residence/domicile);
- Information on the Client's business relationship with the Bank (e.g., scope, status, purpose, transactions executed, credits granted).

Disclosure of Client Information in connection with payment transactions, securities-related and other transactions, and services, particularly in an international context

Global developments

All over the world, there is a trend towards greater proliferation and tightening of laws and regulations, contractual provisions and other rules, business and trading practices, and compliance standards that may be relevant to the transactions and services that the Bank provides to Clients. These developments have also meant that greater transparency is required in relation to transactions and services, and that disclosure of data to third parties in Switzerland or other countries may be necessary. This applies to cross-border payment transactions, to domestic payment transactions and other transactions and services involving foreign currencies, to transactions involving foreign trading venues or trading partners and in connection with foreign custody account assets.

Framework and purpose

The framework for the required disclosure in relation to the above-mentioned transactions and services varies from country to country and according to the requirements of third parties involved in the transactions and services. Disclosure may be required to enable the Bank, in individual cases or generally, to carry out or provide the relevant transactions or services, to implement the Client's instructions, or generally to meet laws and regulations, contractual provisions and other rules, business and trading practices or compliance standards that may apply to the above-mentioned transactions and services in a country or in transactions involving third parties. This may, for example, be the case:

- because local licences require it;
- because this is required for registration purposes (e.g., registration of transactions and securities);

- to protect the Client's rights (e.g., for the performance of administrative tasks in relation to custody account assets held in safekeeping);
- if a company requires information on securities that it has issued or on its shareholders;
- if a financial market infrastructure operator requires information in relation to a service (e.g., transaction, custody account or account management) that it provides;
- if an authority requires information on securities, financial instruments or currencies that are issued, traded, booked, settled, or held in custody in the country for which the authority is responsible;
- if the Bank purchases, holds in safekeeping or divests securities or financial instruments for the Client and must exchange Client Information with traders, stock exchanges or trading systems to this end;
- in relation to locally applicable participation limits or provisions relating to the holding of securities;
- to fulfil local reporting and notification requirements;
- because the compliance standards of third parties involved require proactive submission of the relevant information or documents or can lead to queries to the Bank (e.g., because of monitoring systems put in place), particularly in relation to the combating of money laundering, terrorism financing and corruption, and to sanctions and politically exposed persons (PEPs).

Client Information affected

The Client Information for which disclosure is required in relation to transactions and services vary from case to case and can include in particular:

- information about the Client, holders of power of attorney, beneficial owners and other parties involved (e.g., name, registered office, place of residence, address, nationality, date of birth, passport or other identification number, tax number/tax ID, email address, telephone number);
- purpose of the company, articles of association, corporate bodies, authorised signatories, and control relationships;
- IBAN and account/securities account numbers, current and previous holdings of securities and financial instruments, account balances, earnings, such as dividends and credit for accrued interest;

- information about the transactions and services in question (e.g., purpose, economic background and other background information on the transactions and services); as well as
- information on the business relationship between the Client and the Bank (e.g., scope, status, purpose, historical data, other transactions executed as part of the business relationship).

This information may have to be supported by documentation. As such, non-clients, such as beneficial owners, holders of power of attorney, etc. about whom the Client has supplied the Bank with information or may do so in future, are also affected. It is the Client's responsibility to inform these persons, and obtain, to the extent required, their consent.

Type and timing of disclosure

The Client Information may be disclosed in any form. This includes in particular transmission via telecommunications channels (including electronic data transfer) but also physical transmission of documents (e.g., copies of passports). Disclosure may be required before, during or after a transaction or service has been performed.

Information recipients

Third parties that may receive Client Information are, for example, stock exchanges, brokers, banks (particularly correspondent banks), trade repositories, settlement and third-party custodians, issuers, authorities, or their representatives, as well as other companies involved in the transactions and services in Switzerland or any other country. Such third parties could potentially share the information received with other offices or authorities. This might happen if, for example, they use their own processing centres for settlement or are themselves required by legal or contractual provisions to disclose data from third parties.

Data security in Switzerland and other countries

Data security is of great importance to the Bank. The Bank therefore protects the Client Information with tried-and-trusted security systems and appropriate processes.

However, when a recipient abroad is given access to data, that data is subject to foreign laws and the protection of privacy afforded by Swiss law (e.g., bank-client confidentiality) ceases to apply. These foreign laws may provide less comprehensive data protection than Swiss laws.

Foreign laws and administrative policies may also require or allow for this information to be shared with authorities, supervisors or other third parties.