

## Safe Custody Regulations

### 1. SCOPE OF APPLICATION

- 1.1. These Safe Custody Regulations (the “**Regulations**”) regulate the services provided by the Bank in connection with securities and other assets accepted by the Bank for safe custody (hereinafter the “**Custody Assets**”) and credited on Accounts held by the Client with the Bank, as set out in Part 1 of these Regulations. These Regulations also contain important provisions regarding operations on Custody Assets, which are set out in Part 2 of these Regulations.
- 1.2. Except if otherwise stated herein, the definitions set out in the General Terms and Conditions shall apply for the purposes of these Regulations. For ease of reading, the masculine form refers to any gender.

## PART 1 – SAFE CUSTODY

### 2. CUSTODY ASSETS

- 2.1. Subject to the terms and conditions set forth in these Regulations, the Bank may in particular accept to keep in custody the following assets:
  - a) securities (in certificated or uncertificated (i.e. book-entry) form, or represented by digital tokens);
  - b) money market and financial instruments not issued in the form of securities;
  - c) precious metals;
  - d) options, futures and other uncertificated derivatives;
  - e) documents of title.
- 2.2. The Bank may refuse to keep assets in custody without giving any reason.
- 2.3. **The Bank may also decide at any time that it no longer accepts to keep in custody certain Custody Assets.** In such a case, the Bank is entitled to redeem or request that the Client redeems the relevant Custody Assets (to the extent they can be redeemed), return the Custody Assets to the Client, or procure that the Custody Assets be held by the Bank or a third party and be put at the disposal of the Client without being credited on any of the Client’s Accounts. Should the Client fail to provide transfer Instructions for the return of the Custody Assets, the Bank is entitled to sell the relevant Custody Assets, or arrange for their physical delivery to the Client’s address known to the Bank.
- 2.4. The Bank shall be entitled to treat all Accounts as forming a single Account for the purpose of these Regulations.
- 2.5. The Bank shall hold and administer the Custody Assets with the same care as it would apply to its own assets.

### 3. BOOKING OF CUSTODY ASSETS, SETTLEMENTS

- 3.1. The Bank shall confirm receipt of the Custody Assets deposited by providing the Client with a statement of the assets which it has received for safekeeping. Such custody receipts shall not constitute negotiable instruments, shall not be transferable and may not be pledged or encumbered. In the case of Custody Assets purchased through the Bank, the trade confirmation shall be deemed to constitute a receipt.
- 3.2. The Bank shall be entitled, but not obliged, to examine the authenticity of Custody Assets delivered by the Client or by third parties for the account of the Client, as well as to verify if such Custody Assets are subject to blocking requests (e.g. due to applicable sanctions or other restrictions) or freezing orders. The Bank may entrust a third party in Switzerland or abroad with performing such examinations and verifications, and the Client releases the Bank from any obligation of secrecy or confidentiality which might otherwise preclude the disclosure

of information to such third parties. The Bank shall be entitled to invoice the Client the costs of examinations and verifications described in this Section 3.2.

- 3.3. If the Bank decides to conduct examinations and verifications regarding Custody Assets, the Bank shall be entitled not to perform the Administration Services (as defined in Section 6 below) or execute Instructions of the Client until such examinations or verifications have been completed.
- 3.4. The Bank’s obligations with respect to Transactions and other operations on the Accounts are conditional on the Bank’s receipt of the relevant funds (monies) or assets, even if the credits or debits associated with such funds (monies) or assets were already displayed in the Client’s Accounts prior to the actual settlement. The Bank shall be authorised to cancel at any time entries on the Client’s Account(s) for which no settlement has occurred or has yet to occur.
- 3.5. The Bank shall be authorised to reverse Transactions and other operations made or displayed on the Client’s Accounts by mistake or without cause. The Client shall comply with instructions issued by the Bank for the return of assets wrongly credited on the Client’s Accounts.

### 4. TRANSFERS AND DELIVERY OF CUSTODY ASSETS

- 4.1. The Client may request the physical delivery or request that the Bank otherwise dispose of the Custody Assets, subject to the Bank agreeing to provide this service, as well as mandatory legal or regulatory provisions, orders from authorities, rights of pledge or retention and other withholding rights or contractual and other obligations of the Bank, and notice periods imposed to or by the Bank. **The Bank shall deliver or make available the Custody Assets to the Client in a manner determined by the Bank. The Bank shall be entitled, in particular, to (a) require that Custody Assets be transferred to an account held in the Client’s name with a financial institution in a manner that allows the traceability of subsequent transfers, and to (b) prevent the Client from obtaining physical delivery of the Custody Assets.**
- 4.2. Provided that the Client has not issued specific Instructions in this respect, if the Bank has agreed to deliver certain Custody Assets to the Client and such Custody Assets require transportation, the Bank may but shall not be obliged to insure the Custody Assets at the Client’s expense. The Client acknowledges that the Bank may provide information relating to the Client and the Custody Assets to all third parties involved in the transportation (including insurance brokers and insurers) and releases the Bank from any obligation of secrecy or confidentiality which might otherwise preclude the disclosure of such information to third parties.
- 4.3. The Client acknowledges and agrees that, as long as a transfer of Custody Assets to another account has not been completed, whether such other account is held with the Bank (internal transfer) or with another financial institution (external transfer), the relevant Custody Assets are not available for trading. This unavailability for trading shall generally start from the receipt of the Instruction to transfer the Custody Assets by the Bank and may last days or even weeks. When handling an Instruction to transfer Custody Assets, the Bank does not guarantee that the Instruction will be executed within a specific timeframe. **The Client is aware that transferring Custody Assets whose value may change within a short time presents significant risks.**
- 4.4. Unless otherwise indicated by the Bank, if the Bank notifies the Client that it has decided to close one or more of the Client’s Accounts, or if the Client notifies the Bank of its intention to close one or more Accounts, the Client shall transfer (or provide complete and accurate transfer instructions for the transfer of) all his Custody Assets to an account held with another financial institution, in accordance with these Regulations. Failure to perform such actions within the reasonable deadline set by the Bank shall constitute a breach of the Client’s obligations and entitle the Bank to take the measures described under Section

11.3 of the General Terms and Conditions, including selling the Client's Custody Assets without any further formality.

4.5. If assets are credited to the Client's Account and the Client knows or should in good faith know that all or part of such assets were credited erroneously, the Client shall notify the Bank immediately of said credit entry and shall return the funds (monies) to the account as specified by the Bank. If assets are credited to the Client's Account and if the Client should in good faith question whether such assets were rightly credited to his Account, the Client shall notify the Bank immediately of said credit entry and refrain from performing any further action with respect to such assets (including selling, transferring or exercising rights attached to the assets).

## 5. FORMS AND RISKS OF SAFE CUSTODY

5.1. Unless otherwise indicated by the Bank, the Bank may keep Custody Assets in collective safekeeping accounts, in which case the assets of multiple persons or entities may be held together. Upon request of the Client submitted in accordance with the modalities set by the Bank, the Bank may agree to keep in segregated safekeeping accounts certain Custody Assets which would otherwise be held in collective safekeeping accounts. Additional fees may apply for Custody Assets held in segregated safekeeping accounts.

5.2. Custody Assets redeemable by drawings may also be held in collective custody. Custody Assets so redeemed shall be distributed among the clients by the Bank in a second drawing, using a method which guarantees to all clients the same chance of being considered as in the first drawing.

5.3. The Bank shall be entitled to deposit Custody Assets with third parties of its choice in Switzerland or abroad in its own name but for the account and at the risk and expenses of the Client. **The Bank shall not be liable for any loss directly or indirectly attributable to an action or omission, or for the insolvency/bankruptcy or similar event affecting such third parties.** Custody Assets held abroad are subject to the laws, regulations and local practices of the place where they are held. The Client shall bear all taxes and shall be subject to all the restrictions which apply as a result of the Custody Assets being deposited with third parties in Switzerland or abroad. When using the services of third party custodians, **the Bank does not undertake to deposit Custody Assets in segregated accounts, or to take any other measure to segregate the Custody Assets from other assets**, except if otherwise required by law. The Client's Custody Assets may consequently be deposited in omnibus accounts, where (i) the Custody Assets of several clients of the Bank will be commingled, and (ii) assets of several clients of a third party custodian will be commingled with the Custody Assets held by the Bank for the account of its clients.

5.4. The Bank shall be entitled not to execute the Client's Instructions for Custody Assets to be held with a specific third party custodian. If the Bank accepts such an Instruction, the Bank shall assume no liability for the choice as well as for the actions and omissions of the third party custodian.

5.5. The Client is aware of and accepts the risks relating to the Custody Assets being held with third party custodians. The Client acknowledges, in particular, that it may be difficult or impossible to allocate and/or return to the Client all or part of the Custody Assets in the event of a custodian's insolvency or similar event, and that this risk is higher if Custody Assets are held in collective safekeeping accounts. Third party custodians may also assert rights of set-off or lien in connection with the Custody Assets. In any event, the Bank shall only transfer to the Client the rights relating to the Custody Assets that it receives from third party custodians. If the applicable legislation renders it difficult or impossible for the Bank to return Custody Assets deposited with a third party custodian or to transfer the proceeds from the sale of such Custody Assets, the Bank shall only be obliged to assign to the Client a claim for the return of property or payment of the

sums involved, provided that such a claim exists and can be freely assigned to the Client.

5.6. Further important information on the forms and risks of safe custody may be provided in a dedicated note on the Bank's website, as may be amended from time to time without prior Notice to the Client.

## 6. ADMINISTRATION OF CUSTODY ASSETS

6.1. The Bank shall, unless otherwise commanded by the circumstances and depending on the nature of the Custody Assets, perform customary services for the administration of the Custody Assets (the "**Administration Services**"), which may include:

- collecting dividends, interest, coupons and redeemable amounts as well as any other distributions and Custody Assets due for payment;
- carrying out splits, reversesplits and other mandatory corporate actions (e.g. change of ISIN);
- upon Instruction of the Client, carrying out drawings, calls, conversions and subscriptions, and, generally, corporate actions where the holders of Custody Assets are given a choice;
- performing any residual payment in respect of securities which have not yet been fully paid in;
- obtaining new coupon sheets and exchange interim certificates for definitive certificates; and
- withholding relevant taxes and third party fees.

provided however that the Bank (i) shall not be obliged to provide services requested by the Client, even if such services are mentioned in this Section 6.1 or customary, and (ii) shall not be obliged to perform any Administration Services with respect to Custody Assets, if such Custody Assets are traded predominantly abroad, are not listed on a stock exchange, or are not traded on a regulated venue or market.

6.2. If the Bank is unable or unwilling to provide Administration Services for certain Custody Assets (other than due to those Custody Assets being traded predominantly abroad, not listed on a stock exchange or traded on a regulated venue or market), it shall notify the Client thereof in accordance with the General Terms and Conditions, or otherwise display this information on the Client's Account(s).

6.3. **The Bank will generally (but shall be under no obligation to) inform the Client, in a manner deemed appropriate by the Bank, regarding corporate events or corporate actions relating to the Custody Asset, provided however that the Bank shall have itself received the relevant information. The Client however acknowledges that it is primarily his responsibility to monitor corporate events and actions affecting his Custody Assets and submit Instructions to the Bank in this respect.**

6.4. It shall be the Client's responsibility to take the appropriate measures and making the relevant arrangements to safeguard and exercise the rights attached to Custody Assets. The Bank shall nonetheless use its best efforts to inform the Client about the measures incumbent on the Client but shall not be liable for failure to relay, or delays in relaying, communications or information relating to the Administration Services.

6.5. The Administration Services do not include representation at shareholders' meetings. If the Client wishes to participate in a general meeting of shareholders, he must be registered as a shareholder with voting rights of the relevant company and make the necessary arrangements to obtain voting and attendance materials.

6.6. The Client acknowledges and agrees that certain events, including (without limitation) dividend payments, splits, reverse splits, changes of place of listing, changes of ISIN or the participation of the Client in a shareholders' general meeting, may lead the Bank to temporarily block the Custody Assets impacted by such events on the Client's Account. Custody Assets blocked by the

Bank cannot be traded, transferred or delivered. Depending on his investment strategy, the Client shall inquire (e.g. via public sources) about upcoming corporate actions and adapt his trading behaviour accordingly.

- 6.7. The Bank shall use the customary sources of information available to it to perform the Administration Services. The Bank shall be entitled to rely on such sources of information without undertaking verifications or making enquiries.
- 6.8. Further important information on the Administration Services may be provided in a dedicated note on the Bank's website, as may be amended from time to time without prior Notice to the Client.

## 7. EXERCISE OF RIGHTS ATTACHED TO THE CUSTODY ASSETS

- 7.1. Except to the extent contemplated in these Regulations, the Bank shall be under no obligation to perform any administrative acts relating to the Custody Assets. The Client shall be solely responsible for making all arrangements to safeguard the rights attached to the Custody Assets. The Client shall thus be responsible, for example, for issuing Instructions relating to conversion rights or the exercise or purchase/sale of subscription rights. If Instructions are not received in accordance with the modalities set by the Bank, the Bank shall be authorised, but not obliged, to act at its discretion with the purpose of protecting the Client's presumed interests (including e.g. exercising subscription rights at the expense of the Client). In any event, unless otherwise indicated in writing by the Bank, the Bank shall not take any measure to claim refunds for taxes on behalf of the Client.
- 7.2. It shall be the Client's sole responsibility to enforce any rights in connection with the Custody Assets in legal or insolvency proceedings and to obtain the necessary information for doing so. Unless otherwise indicated in writing by the Bank, the Bank shall not represent the Client in judicial, administrative or arbitration proceedings, including class actions. The Bank may, however, at its own discretion, transfer or assign to the Client all or part of the claims it may hold with respect to Custody Assets held by the Client, provided that such claims exist and are freely assignable to the Client. The Client irrevocably agrees to take over such claims in his own name. **The Client acknowledges that, should the Bank decide not to transfer or assign such claims, the Client may be prevented from enforcing his rights.**

## 8. PAYMENTS AND DISTRIBUTIONS

- 8.1. All payments and distributions received by the Bank in the name of the Client in connection with the Administration Services shall be credited to the Client's Account in the currency of the relevant payment or distribution, after deduction of all brokerage and professional fees, taxes and other charges and costs.
- 8.2. Should the Client receive payments or distributions in connection with Custody Assets in a currency in which the Client does not hold an Account, the Bank shall be entitled, at its own discretion, to either open a new Account on which such payments or distributions will be credited or to convert (at a rate reasonably determined by the Bank) the amount received into an amount in a currency that can be credited on an Account held by the Client.

## 9. CANCELLATION AND CONVERSION OF CERTIFICATES

- 9.1. The Bank shall be entitled to request from the relevant third parties (including issuers, transfer agents or custodians) that securities taking the form of certificates be converted into book-entry securities (and that physical certificates be destroyed or otherwise cancelled). The Bank shall also be entitled to request from the relevant issuers that book-entry securities be replaced by physical certificates, and to request the delivery of such certificates.

## 10. DISCLOSURE, REPORTING AND REGISTRATION

- 10.1. Laws, regulations and local practices that apply to Custody Assets or the markets on which such Custody Assets are traded may require the disclosure of information allowing the identification of the Client and the beneficial owner of Custody Assets and/or of other information relating to the Custody Assets to brokers, custodians, issuers, market infrastructures such as clearing houses, central repositories, stock exchanges and venues, authorities or any other person or entity, all of which may be located or operating outside of Switzerland. **The Bank shall provide such information allowing the identification of the Client and the beneficial owner without further notice to the Client if it deems it necessary to give effect to these Regulations (e.g. to collect payments or cancel certificates), to comply with its legal or contractual obligations, or in order to comply with requests from third parties it deems authorised to make such requests. The Client releases the Bank from any obligation of secrecy or confidentiality which might otherwise preclude the disclosure of such information to third parties.**
- 10.2. The Client shall be responsible for complying with his own disclosure and reporting obligations regarding the Custody Assets to issuers, central repositories, stock exchanges and venues, authorities, and all other persons or entities, regardless of whether the Custody Assets are registered in the Client's name or held by the Bank or by a third party in its own name but for the account and at the sole risk of the Client. The Bank shall not be obliged to inform or advise the Client about reporting obligations or to perform them on the Client's behalf. The Client shall indemnify and hold the Bank harmless for any Damage suffered by the Bank due to the Client's non-compliance with its reporting obligations.
- 10.3. The Bank shall be entitled not to perform the Administration Services or execute Instructions if the Bank believes that the Custody Assets for which the Bank would be required to perform the Administration Services or execute Instructions can give rise to a reporting obligation on the part of the Bank, and the Bank deems that complying with such reporting obligation could be damageable for or cause disadvantages to the Client or the Bank. In such a case, the Bank shall notify the Client in accordance with the General Terms and Conditions, or otherwise display this information on the Client's Account(s).
- 10.4. Upon the Client's request and provided that the Bank agrees to offer such service, the Bank may apply for the Custody Assets it holds in registered form (e.g. registered shares, as opposed to bearer instruments) to be recorded in the relevant company register (e.g. share register). Such Custody Assets shall normally be registered in the name of the Client. The Client accepts that, in such a case, his name and other data relating to him or the beneficial owner of the Custody Assets may be disclosed to the relevant third parties and the Client releases the Bank from any obligation of secrecy or confidentiality which might otherwise preclude the disclosure of such information to third parties. If registration in the Client's name is not requested by the Client or is not customary, not possible, or would cause expenses deemed excessive by the Bank, the Bank may, but shall not be obliged to, register the Custody Assets as a nominee, i.e. in its own name or the name of a third party for the account and at the risk of the Client, or cause a third party to register the Custody Assets as a nominee. The Client acknowledges that registration as a nominee may have disadvantages, including the inability to exercise rights relating to the Custody Assets on an individual basis and the inability to benefit from the characteristics of the individual investment (e.g. with respect to the investment's age or "high water mark" calculations).

## 11. STATEMENTS OF CUSTODY ASSETS

- 11.1. The Bank shall provide to the Client an annual statement of the Custody Assets indicating the valuation of the Custody Assets, as the case may be against the payment of a fee. Unless otherwise agreed with the Client, the Bank will usually provide such annual statement to the Client at the beginning of the following calendar year. This statement may include assets other than those covered by these Regulations. Additionally, the Client may, without any additional costs, access an overview of his Custody Assets on his Account(s).
- 11.2. The Client may obtain information on the services provided by the Bank in relation to Custody Assets and on the evolution of the value of Custody Assets over time on his Account(s).
- 11.3. Valuations of Custody Assets provided by the Bank shall be based on non-binding market values obtained from available sources of information customary in the business. The Bank shall be entitled to rely on such sources.

## 12. FEES AND FINANCIAL BENEFITS OF THE BANK

- 12.1. The fees charged for the safekeeping of and the Administration Services for Custody Assets shall be stipulated in the fee schedule appearing on the Bank's website or agreed separately in writing. Any value added tax or other taxes, charges and duties payable shall be charged in addition to the fees stipulated, as well as the fees for non-standard services which are not part of the Administration Services, in accordance with the relevant provision of the General Terms and Conditions.
- 12.2. For Custody Assets traded on certain venues or markets, the Bank shall be authorised to charge a flat fee, which may include its own commission and fees, third party commissions and fees, stock exchange or venue fees, stamp tax and/or any other fees.
- 12.3. The Client acknowledges and accepts that the Bank may receive Financial Benefits in connection with the Services provided to the Client in relation to the Account, as further described in the General Terms and Conditions and in the information sheet published on the Bank's website.

## PART 2 – OPERATIONS ON CUSTODY ASSETS

### 13. ROLE OF THE BANK

- 13.1. Unless otherwise stated by the Bank, when executing Transactions, the Bank shall act as riskless principal, i.e. in its own name but for the account and at the sole risk of the Client in accordance with Articles 425 and seq. of the Swiss Code of Obligations.
- 13.2. The Bank may decide to act as counterparty to the Client, provided that no conflict of interest arises which, in the Bank's opinion, could prejudice the interests of the Client and within the limits imposed by the Swiss Code of Obligations and other applicable regulations.

### 14. BEST EXECUTION

- 14.1. Where the Bank is in a position to execute an order on different exchanges and/or via different venues or brokers and unless otherwise instructed, the Bank shall choose the place of execution of the order that it sees fit and in the Client's presumed interest. If the Bank has mandated a third party to execute an order, it shall be entitled to rely on such third party's assessment with respect to the place of execution.
- 14.2. The Bank may also decide at its own discretion to split large orders into smaller orders if it determines that a large order could cause disruptions or send inappropriate signals to the relevant market, or would otherwise compromise the due execution of the order. The Client acknowledges and agrees that he shall

inform the Bank if he intends to place large orders.

- 14.3. The Bank remains free to define how it complies with "best execution" requirements (where such requirements apply) and may define further principles or policies on order handling and execution.

## 15. TREATMENT OF ORDERS AND TRANSACTIONS

- 15.1. Unless the Bank has agreed in writing to provide financial advice or portfolio management services to the Client in relation to one or several Transactions, the Bank shall have no obligation to verify the suitability and/or appropriateness of such Transactions.
- 15.2. The Bank reserves the right to refuse the execution of orders and/or Transactions and the right to cancel or reverse orders and/or Transactions, if it determines that such orders and/or Transactions are contrary to applicable law, regulatory orders, official provisions, national or international sanctions or agreements (e.g. pledges), customs and practices of the relevant exchange, market, clearing house, or of any other relevant body or organisation (including, if applicable, entities of the group to which the Bank belongs). The Bank also reserves the right to refuse the execution of orders and/or Transactions if it deems it necessary or appropriate to safeguard the legitimate interests of the Bank, or if it believes that such orders and/or Transactions could cause disruption or send inappropriate signals to the relevant market.
- 15.3. The Bank may also refuse to execute orders and/or Transactions and may cancel or reverse orders and/or Transactions, if the Bank has any doubts as to the power of disposal of the instructing party or if the Client has insufficient buying power on his Account(s). "Buying power" refers, with respect to any Account, to the amounts that the Client may use for trading activities, as determined by the Bank using its own calculation methodology. The Bank shall not be bound by the buying power displayed on the Client's Account and may correct or amend the Client's buying power at any time.
- 15.4. The Bank may set limits on the size of Transactions and orders, and may modify such limits at any time.
- 15.5. It shall be the Client's duty to monitor his Account(s) and to enquire as to whether his orders have been executed. Orders that have not been executed are visible in the relevant Account. The Bank may also notify the Client in accordance with the General Terms and Conditions. The Bank shall assume no liability for failure to or delay in notifying the Client in accordance with this Section 15.5.

## 16. CLIENT COMPLIANCE WITH LAW

- 16.1. The Client represents (and shall be deemed to repeat this representation each time he submits an Instruction to the Bank) that, when issuing Instructions or performing any other action with respect to the Custody Assets, the Client is not violating any (and is solely responsible for complying with) applicable law, agreement, intellectual property or other third party right, and is also not causing damages to a third party.
- 16.2. In particular, the Client represents that, when issuing Instructions or performing any other action with respect to Custody Assets, he will not:
- act in any manner that could interfere with, disrupt, negatively affect or inhibit the ability of other clients of the Bank to use their accounts as intended, or that could damage, disable, overburden or impair the functioning of the Bank's systems;
  - use any robot, spider, crawler, scraper or other automated means or interface not provided by the Bank to give Instructions to the Bank or perform other actions, or to extract data;
  - use automated, algorithmic, or any other similar system to solicit prices, give orders or carry out Transactions.

16.3. The Client shall hold harmless and indemnify the Bank for any Damage suffered by the Bank as a result of the Client breaching his duties under this Section 16.

## 17. MARKET RULES

17.1. Without limiting the generality of Section 16, the Client confirms (and shall be deemed to repeat this confirmation each time he submits an Instruction to the Bank) that he is familiar and shall comply with applicable laws and regulations pertaining to market conduct, in particular the rules prohibiting market manipulation and insider trading. The Client shall hold harmless and indemnify the Bank for any Damage suffered by the Bank as a result of the Client breaching his duties under this Section 17.1.

17.2. As part of its activities to prevent market abuses, the Bank may, at its own discretion, cancel or delay a Client's order, in particular if the Bank considers, acting reasonably, that such order may be potentially in breach of applicable laws and regulations.

17.3. The Client acknowledges that stock exchanges, trading venues and counterparties may investigate Transactions at their own discretion and may reserve the right to declare an executed Transaction invalid based on their own rules, e.g. if a venue considers that the trade is the result of an erroneous entry or was completed at an erroneous price. In such a situation, the stock exchange may declare the Transaction null and void (hereinafter a "Mistrade"). A Mistrade may be declared as such several days after the execution of the Transaction. If, in the meantime, the Client has sold all or part of the Custody Assets concerned by the Mistrade, the Client will have opened a short position and potentially also caused any of his Accounts to display a negative balance. The Client shall immediately close short positions by acquiring the relevant assets, and cover any negative balance. The Bank shall be authorised to close short positions without further notice to the Client. Closing short positions may involve acquiring assets at significantly less favourable terms than initially contemplated by the Client. The Client shall monitor his Account(s) on an ongoing basis in order to take the necessary steps. The Client acknowledges and agrees that the Bank will not place orders to offset Mistrades.

17.4. The Bank may set other rules relating to trading in separate agreements or in dedicated notes on the Bank's website (which may be amended from time to time without prior notice to the Client).

## 18. AUTOMATIC FOREX RECONCILIATION AND WARRANT MANAGEMENT

18.1. The Bank makes available to its Clients an automatic Forex reconciliation service. The automatic Forex reconciliation service automatically covers negative cash positions by operating a set-off between the negative cash position in a currency with funds held by the Client in another currency. The automatic Forex reconciliation is active by default, unless the Client benefits from a Lombard loan on the relevant Account, in which case the automatic Forex reconciliation must be activated manually in the online parameters of the Client's Account(s) if the Client desires so. The automatic Forex reconciliation service may be deactivated by the Client at any time in the online parameters of the Client's Account(s). The terms and conditions of the automatic Forex reconciliation service (as amended from time to time and without prior notice to the Client) can be accessed on the Bank's online portal and are deemed to have been accepted by the Client upon acceptance of these Regulations.

18.2. The Bank makes available a service aiming at preventing certain derivative products which still have a value from expiring without having been sold. The scope of derivative products covered by this service is set out in the terms and conditions of the service, but may typically include warrants and Swiss subscription rights. This service is active by default but may be deactivated by the Client at any time in the online parameters of the Client's Account(s). In accordance with the terms and conditions of this

service, the Bank may therefore automatically sell the covered derivative products on the last trading day during which the relevant product is tradable online. The terms and conditions of this service (as amended from time to time and without prior notice to the Client) can be accessed on the Bank's online portal and are deemed to have been accepted by the Client upon acceptance of these Regulations.

## 19. MARGIN REQUIREMENTS

19.1. For certain Transactions, and unless provided otherwise in agreements relating to specific types of Transactions, the Bank may at its sole discretion set margin requirements that are for the Bank's sole benefit. As a general rule, margin shall take the form of an amount which shall be blocked on the Client's Account(s). As long as a margin is required, the Client shall not be authorised to dispose of the funds constituting the margin. If the Client carries out a Transaction on a derivative instrument that provides for the delivery of the underlying upon exercise or expiration of the instrument and the Client holds the relevant underlying asset in sufficient quantities in his Account(s) (hereinafter, the "Collateral"), the Bank may block all or part of the Collateral for the duration of the Transaction instead of applying a cash margin.

19.2. Unless the Client is otherwise informed by the Bank, the margin requirements indicated in the Client's Account(s) apply. Margin requirements are set by the Bank, using its own margin calculation method. The Bank is under no obligation to disclose its margin calculation method. The Bank shall not be bound by margin requirements imposed by exchanges and venues on which the Transaction will take place and may set higher margin requirements.

19.3. **Margin requirements associated with a Transaction or with a new or existing position may be modified by the Bank at any time** (including when the Client's positions are open) and at its sole discretion, without the Bank being required to state a reason. The Client shall at all times satisfy the margin requirements set by the Bank. The Client shall monitor his Account(s) on an ongoing basis in order to ensure that they always contain sufficient assets to satisfy margin requirements.

19.4. The Bank may, but shall be under no obligation whatsoever to, notify the Client when the margin provided by the Client is insufficient or is likely to be insufficient in the near future (a "Margin Call"). **To all extent permitted by law, the Client hereby waives any right to a Margin Call.**

19.5. To make a Margin Call, the Bank will contact the Client using one or more means of communication (as the Bank sees fit) for which the Client has provided details (e.g. telephone, email, etc.) to notify the Client that additional margin is required. In accordance with Section 14.2 of the General Terms and Conditions, the Bank may in such a case contact the Client even if the Client had requested not to be contacted. **The Bank may also display on the Client's Account that his buying power is negative, which shall constitute a Margin Call.**

19.6. Should the Bank decide to make a Margin Call, it may, at its sole discretion, set a time limit for providing additional margin. **The Client acknowledges that markets often witness rapid fluctuation of market prices, and that (i) the time limit may therefore be limited, in certain cases, to a single day or even less (i.e. a few hours or even minutes), and (ii) the Bank may amend this time limit at any time, in particular in light of fluctuations of market prices.**

19.7. In absence of any other information provided by the Bank, **the Client shall be required to provide sufficient margin so that his buying power is no longer negative within the timeframe and in accordance with the modalities indicated on the Bank's website**, as may be amended from time to time without prior Notice to the Client.

- 19.8. If the Bank determines that the Client has not provided sufficient margin to satisfy margin requirements, the Bank may decline to execute or postpone the execution of the Client's Instructions. In addition, if the margin requirements are not satisfied, the Bank may, but shall not be obliged to, close out all or some of the Client's positions as it sees fit, at the time of its choice and without further notice. To the extent permitted by law, the Bank may do so even if it has not made a Margin Call and/or set a time limit for the Client to provide additional margin. **The Bank may also realise all Custody Assets held as Collateral in accordance with the modalities set in Section 11.3 of the General Terms and Conditions.**
- 19.9. **Positions may be closed and Collateral may be realised by the Bank even before the time limit for providing additional margin (if any) has expired, if:**
- the Client has validly waived any applicable right to a Margin Call, or if**
  - the Bank deems it necessary or prudent (at its sole discretion) to close positions and realise the Collateral to prevent such Collateral from losing significant value as a result of adverse market conditions generally, or of events affecting the instruments constituting the Collateral specifically.**
- 19.10. The margin requirements set by the Bank are intended to protect the Bank against losses resulting from client trading activities. The margin requirements are not intended to protect the Client against losses. Actions performed by the Bank in accordance with this Section 19 may consequently generate losses in excess of those that the Client would have suffered if no margin requirements had been set.

## 23. CLIENT SUPPORT

- 23.1. Regardless of the operating hours of the Bank's Trading Platforms, the Bank only offers client support and assistance (e.g. by phone) during the times indicated on its website.

## 24. ELECTRONIC COMMUNICATION

- 24.1. The Client agrees to receive all communications from the Bank mentioned in these Regulations, and generally all communications relating to Custody Assets and services provided by the Bank, by means of electronic communication, including by email or message on the Client's Account(s). Further, any reference in these Regulations to communications from the Bank that are "in writing" shall include email or message on the Client's Account(s).

## 25. INTERPRETATION

- 25.1. These Regulations represent Special Terms and Conditions and form an integral part of the Agreement. In the event of contradiction between these Regulations and the General Terms and Conditions or any other contractual document, these Regulations shall take precedence unless otherwise indicated by the Bank in writing or agreed upon in writing.

## 26. AMENDMENTS

- 26.1. The Bank reserves the right to amend these Regulations in accordance with the provisions of the General Terms and Conditions.

## PART 3 – MISCELLANEOUS

### 20. LIABILITY

- 20.1. Unless otherwise provided in these Regulations, **the Bank shall be liable for Damages** suffered by the Client in connection with the services rendered pursuant to these Regulations (including, without limitation, the Administration Services) **only if and to the extent provided for in the General Terms and Conditions.**

### 21. CHANGE IN PERSONAL DETAILS

- 21.1. **The Client shall inform the Bank immediately of any change regarding his personal details provided when opening the Account(s)**, in particular when such change may have an influence on the ability of the Client to hold or perform operations on Custody Assets, or on the application of taxes, such as withholding taxes and stamp taxes (e.g. status of bank, broker). If the tax status of the Client changes (as a result of a change in the factual situation of the Client or following a decision by a competent tax authority) and stamp tax becomes due as a result, the Client undertakes to reimburse the Bank of any amount due (including retroactively) as a result of such change. If the Bank mistakenly omitted to levy any tax (such as withholding taxes or stamp taxes) at the time when it generally levies such taxes, the Bank shall be entitled to levy the relevant taxes at any time thereafter.

### 22. INFORMATION REQUIRED TO PERFORM THE SERVICES

- 22.1. The Client undertakes to provide the Bank with all information necessary for the Bank to perform the services rendered pursuant to these Regulations and acknowledges that the Bank is under no obligation to provide such services (including executing orders) as long as the Client fails to do so. The Client shall, in particular, obtain and provide to the Bank all necessary identification numbers required for the Bank to be in a position to perform its reporting obligations, including Legal Entity Identifiers (LEIs).