

# Regulations Governing Custody Account Deposits

## GENERAL

### ART. 1 | SPHERE OF APPLICATION

These Deposit Regulations apply, in addition to the General Terms and Conditions of Business, to assets and items taken into custody by the Bank (hereinafter referred to as "Deposited Assets"). Where special contractual arrangements or special regulations applying to special custody accounts, these Deposit Regulations apply in addition.

### ART. 2 | ENTGEGENNAHME VON DEPOTWERTEN

As a rule the Bank takes receipt, at Raiffeisen Bank (Liechtenstein) AG, of the following:

- a) Securities for safekeeping and management, generally in an open custody account;
- b) Precious metals for safekeeping, generally in an open custody account;
- c) Money market and capital market investments not taking the form of securities, for booking and management in an open custody account;
- d) Supporting documents for safekeeping, generally in an open custody account;
- e) Valuables and other suitable items for safekeeping, generally in a sealed custody account.

The Bank reserves the right to refuse to take receipt of Deposited Assets without giving any grounds for said refusal, and it may at any time insist that the deposited assets are withdrawn.

### ART. 3 | THE BANK'S DUTY OF CARE

The Bank will treat the Deposited Assets with the same care as its own [assets].

### ART. 4 | PLURALITY OF DEPOSITORS

A custody account may be set up by more than one client, in which case it is known as a joint custody account. In this case the rights of disposal will be governed by a special agreement, without which the clients only have joint rights of disposal. In the event of claims by the Bank arising from the custody account the depositors are liable jointly and severally.

### ART. 5 | SURRENDER OF ASSETS

Subject to the periods of notice and any applicable mandatory legal requirements, the client may at any time demand that the Deposited Assets are surrendered or made available to him.. Said surrender will be in compliance with the usual periods of notice applying in that respect.

### ART. 6 | THE BANK'S REIMBURSEMENT

The Bank's reimbursement will be in accordance with the prevailing rates. The Bank reserves the right to change these rates at any time. Depositors must be notified of any such changes. Custody account clients will be assigned to the appropriate security conditions price classes when the account is opened. Adjustments will not be made automatically in the event of changes in volumes.

### ART. 7 | CONTRACTUAL TERM

As a rule the contractual term is indefinite. The legal relationship established through these Regulations is not extinguished in the event of the client's death, incapacity to act or bankruptcy. The custody account holder may terminate the custody account at any time during banking hours.

## SPECIAL PROVISIONS APPLYING TO OPEN CUSTODY ACCOUNTS

### ART. 8 | FORM OF SAFEKEEPING, COLLECTIVE SAFE CUSTODY

The Bank is expressly authorized to have the deposit items held in safe custody by an external professional depository of its choice in its name, but for the account and at the risk of the depositor. Deposit items which are only or predominantly traded in a foreign country are as a rule also held there or are transferred there at the expense and risk of the depositor if they are deposited elsewhere.

In the absence of express instructions to the contrary, the Bank is entitled to hold the deposit items in its collective deposit facility with other items of the same nature or in the collective deposit facilities of a depository or at a central collective deposit facility. Reservation is made with regard to deposits which have to be held separately on account of their nature or for any other reasons. If the client demands that deposit items capable of being held collectively be held individually, the deposit items are merely kept in the closed safe deposit, and the bank does not undertake any administrative actions.

Domestic deposit items and deposit items from Swiss issuers admitted to collective safe custody are regularly held at the Swiss collective securities depository SIS SegalInterSettle. Foreign deposit items are regularly held in the home market of the security in question or in the country where the security was purchased.

If the collective safe custody facility is located in Switzerland, the depositor shall have co-ownership in such collective deposits proportionate to the items deposited by him/her. Securities which are redeemable by drawing may also be held in the collective safe custody facility. Deposit items subject to redemption by drawing shall be distributed by the Bank among the depositors by way of a second drawing. The Bank shall apply a method for this purpose that offers all depositors an equivalent prospect of consideration as in the first drawing. When deposit items are delivered from collective safe custody, there shall be no entitlement to particular numbers or denominations.

Deposit items held in safe custody abroad are subject to the laws and customs in the country where the items are held. If foreign legal provisions make it difficult or impossible for the Bank to redeem deposit items kept abroad, the Bank is only required to procure a proportionate redemption claim for the depositor at the location of a correspondent bank. Foreign provisions may deviate considerably from domestic provisions, especially with respect to Liechtenstein banking secrecy.

The client takes note of the fact that the Bank only receives and executes orders for certain exchange venues if the client expressly releases the Bank from banking secrecy in connection with such orders by means of a separate written

declaration and authorizes the Bank to meet all disclosure obligations set out by law or supervisory regulations in the country in question. If no such declaration is submitted, the Bank has the right to refuse all orders for the exchange venues concerned. If, in the case of book-entry securities or deposit items made out in a person's name, registration in the name of the depositor at the location of safe custody is unusual or not possible, the Bank may register these assets in its own name or in the name of a third party, but in all cases for the account and at the risk of the depositor.

For the duration of their being held in a custody account, the Bank may refrain from issuing its shares, bonds and [savings] books.

### ART. 9 | DEFERRED PRINTING OF SECURITIES

If the securitisation of rights is deferred the Bank is entitled:

- a) to convert papers still existing at the issuer into unsecured rights;
- b) as long as management by the Bank continues, to take the necessary administrative action to give the issuer the required instructions and obtain the necessary information from [the issuer];
- c) to demand the printing and surrender of securities at any time.

### ART. 10 | ADMINISTRATION

The Bank will undertake the usual administrative actions without the need for any specific instructions from the client. These include the cashing of coupons and redeemable assets, the obtaining of new coupon sheets, the monitoring of calls, cancellations, conversions and subscription rights etc., and will generally further require the client to make the arrangements for which he is responsible in accordance with paragraph 2 [of this Article]. In so doing the Bank will make use of the customary banking industry sources of information available to it, though without assuming any responsibility for [the accuracy of] said sources. If the bank is unable to manage any individual asset in the usual sense it will notify the client thereof in the custody account documentation notice or by some other means. In the case of couponless registered shares administrative action will only be taken if the mailing address given for dividends and subscription rights is the Bank's. Unless otherwise agreed the client is responsible for making all other arrangements regarding the protection of the rights associated with Deposited Assets, such as the issuing of instructions for procurement of conversions, the exercise, purchase or sale of subscription rights and the exercise of conversion rights. If the client does not issue such instructions in time the Bank is hereby authorised, but not obliged, to act in the matter at its own due discretion.

## SPECIAL PROVISIONS APPLYING TO SEALED CUSTODY ACCOUNTS

### ART. 11 | ASSUMPTION OF DEPOSITED ASSETS ON A TRUSTEE BASIS

If it is not customary or is impossible for the depositor to assume ownership of Deposited Assets, the Bank may, in its own name or in the name of a third party, either acquire them itself or arrange for their acquisition by a third party, though always on behalf and at the risk of the client, and then either exercise the resultant rights itself or arrange for their exercise by the third party.

### ART. 12 | CUSTODY ACCOUNT VOTING RIGHTS

The Bank may only exercise the custody account voting rights if granted written power of attorney.

### ART. 13 | CREDITS AND DEBITS

Unless otherwise instructed by the client, credits and debits (capital, income, charges, expenses) are made into an account assigned to the custody account.

Changes and account instructions must be received by the Bank at the latest five banking days before the due date. Bookings to accounts with the branch operating the custody account are done on the correct value date, and in all other cases in accordance with prevailing bank custom and practice.

### ART. 14 | TRANSACTION AND SAFE CUSTODY STATEMENT

All statements shall be deemed correct and approved if, within a month of the date they are sent, no objection to their content is made, even if any certification of accuracy sent to the client has not been signed and returned to the Bank. The express or tacit acknowledgement of the statements entails approval of all items contained therein and any reservations made by the Bank. Valuations of the contents held in safe custody are based on approximated prices and values from standard sources of information in the banking industry. The indicated values only serve as guidelines and are not binding on the Bank.

The Bank will furnish the client once per year, as a rule at the end of the year, with a statement of the Deposited Assets.

### ART. 15 | TRANSFER

Sealed custody account deposits must be marked with a statement of value, must bear the client's full address on the outside, and must be sealed in the presence of a Bank representative in such a way that they cannot be opened without breaking the seal. They must be surrendered together with a declaration on a special form which bears the depositor's signature and seal (if applicable).

### ART. 16 | CONTENT

Sealed custody account deposits may only contain valuables and other suitable items. Under no circumstances may they contain items which constitute a fire or other hazard or are otherwise unsuitable for safekeeping on banking premises. The depositor is liable for any loss or damage incurred as a result of failure to comply with this provision.

The Bank is entitled to request from the client proof of the nature of the deposited items and also to open the sealed deposit for security reasons, while keeping a record of its actions.

### ART. 17 | LIABILITY

The Bank is only liable for loss or damage for which it is culpable and which is proven by the depositor. Said liability is limited to the proven value of the loss or damage or the declared value, whichever is the lower. In particular, the Bank disclaims all liability for loss or damage caused by external factors, force majeure, war and the like.

When the client withdraws the deposit he must lodge any complaint concerning damage to the seal, packaging or contents immediately. The client's confirmation of receipt automatically exempts the Bank of all further liability.

### ART. 18 | INSURANCE

Closed deposits containing valuables must be insured by the client against loss or damage, though the Bank itself will decide in each individual case whether the insurance is to be taken out by it or by the client. In case of dispute, the parties agree to be bound by the official German version of this document; the same applies to all forms and documents used by the bank.

