# **Subscriber Conditions for custody account**



#### 1. Scope / service

These Subscriber Conditions apply to the securities and assets (hereinafter referred to as custody account assets) entrusted to PostFinance Ltd (hereinafter referred to as PostFinance) by the Customer as part of the investment services and booked into the custody account. They govern the safekeeping and management of these custody account assets, provided no agreements to the contrary have been concluded within the context of individual investment services (see section 1 of the "General Terms and Conditions of PostFinance Ltd" (GTC); postfinance.ch/legal-information). The investment services offered by PostFinance are described in detail in the relevant product descriptions on the postfinance.ch website. Information on the implementation of the Financial Services Act (FinSA), including PostFinance's licence and the contact details of the supervisory authority and the ombudsman conciliation office, is available at postfinance.ch/finsa.

#### 2. Custody account assets

- a) Intermediated securities in particular may be booked into the custody account for safekeeping in the open custody account.
- b) New securities are accepted electronically. Physical securities are not accepted and/or stored by PostFinance. Such securities may possibly, with prior agreement from PostFinance, be accepted and converted into electronic securities for an additional charge.
- c) PostFinance determines the custody account assets and delivery options permitted for each investment service.
- d) PostFinance may refuse to accept custody account assets without stating reasons.
- e) PostFinance can liquidate and derecognize custody account assets on the basis of legal and/or regulatory provisions as well as further legitimate interests (e.g. economic sanctions).

#### 3. Customer documents and notifications

PostFinance confirms the delivery of the custody account assets to the Customer. The transaction settlements are considered confirmation of receipt for other securities deposited. The Customer regularly receives statements of tax and/or assets, generally on an annual basis. Legal provisions and special agreements concerning customer documents in the context of individual investment services remain reserved.

## 4. Due diligence obligations

- a) PostFinance posts, stores and manages the custody account assets with the degree of due care customary in the industry.
- b) The Customer is aware that PostFinance is only obliged to fulfil the obligations of a custodian bank; i.e. the safekeeping and technical management of the custody account assets in accordance with these conditions. PostFinance is therefore obliged to review the Customer's orders with regard to risk, appropriateness, scope and frequency only if there is a statutory regulation to this effect or an additional agreement on this matter with the Customer.
- c) Furthermore, PostFinance has no obligations in terms of monitoring, issuing reminders, providing information, making clarifications or providing consulting on the management of customer assets by authorized persons. This is subject to statutory provisions or agreements with the Customer to the contrary. The Customer is aware that any authorized person is not required to act in accordance with the investment guidelines or principles applicable to the Customer and that PostFinance has no influence over the choice of investment strategy made by authorized persons. Any responsibility on the part of PostFinance for damages resulting from careless asset management actions by authorized persons is excluded.

#### 5. General principles of order execution and forwarding

When executing securities orders, PostFinance shall adhere to the statutory and regulatory provisions concerning the best possible execution of customer orders. The Customer shall take note of the relevant information in the factsheet "General principles of order execution and forwarding", which can be accessed at <a href="mailto:postfinance.ch/investment-information">postfinance.ch/investment-information</a>.

#### 6. Partner custody accounts

A partner custody account is set up in the names of two people. Both partners are jointly and severally liable to PostFinance for any claims arising from the custody account relationship. The partner custody account

can be terminated individually by either party, observing the applicable termination provisions.

## 7. Safekeeping

- a) PostFinance is authorized to have the custody account assets stored with third parties in Switzerland or abroad at the cost and risk of the Customer. PostFinance is entitled to store (or to have stored) the custody account assets generically, to hand them over to a third party for safekeeping, or to have them stored at a central custodian. Custody account assets that have to be stored separately for special reasons are exempt from this. In the case of third-party storage abroad, the custody account assets shall be subject to the legal regulatory framework and practices of the place of storage. If the applicable foreign law hinders or makes impossible the return of custody account assets held abroad or the transfer of the sales proceeds, PostFinance shall be obliged to provide the Customer with a corresponding claim for delivery or payment only if this exists and is transferable.
- b) If registration to the Customer is unusual or involves an unreasonable expense, PostFinance may register the custody account assets to itself or to a third party at the cost and risk of the Customer. Drawable securities may also be held in collective custody.
- c) Custody account assets recorded from a draw (e.g. from issue) are allocated among the Customers by PostFinance by means of a second draw. PostFinance uses a method that guarantees all Customers have the same chance of consideration as in the first draw.

#### 8. Administration

- a) PostFinance takes the usual administrative action, such as collection of payable interest, dividends and repayable capital, supervision of drawings, terminations, conversions and subscription rights, etc. without a specific order from the Customer and generally prompts Customers to take the required actions themselves. This is based on the standard information available for the industry.
- b) If PostFinance is unable to manage individual custody account assets in the usual way, it will notify the Customer in a suitable manner. In the case of registered shares without coupons, administrative action will only be taken if the mailing address for dividends and subscription rights is that of PostFinance or a third party specified by PostFinance.
- c) In the event of a "corporate action", e.g. a merger, a change of name or a capital increase, the customer shall be notified in an appropriate manner. PostFinance shall draw on the standard information available for the industry in the process. PostFinance may rely on this information and is not obliged to acquire additional information from publicly accessible (e.g. online, in the press) or special sources or to pass this on to the Customer.
- d) PostFinance shall make every reasonable effort to provide the Customer with information on "corporate actions" as quickly as possible. However, it cannot be ruled out that the Customer may be notified only at short notice or not at all. This may be the case if the relevant information is not easily accessible (e.g. for certain offline stock exchanges) or if the information is not conveyed to PostFinance punctually by the custodians or other third parties. To the extent permitted by law, PostFinance excludes any liability in this regard.
- e) Unless otherwise agreed, the Customer has to take all necessary measures to safeguard the rights associated with the custody account assets. These rights include the issuing of instructions for handling conversions, the exercising or purchase/sale of subscription rights and the exercising of conversion rights. Unless PostFinance receives any instructions to the contrary from the Customer within the given period, the subscription rights and any subsets of other processes (e.g. splits, reverse splits) will be sold.
- f) PostFinance can refuse to execute individual customer orders without giving reasons.

## 9. Delivery

The delivery of intermediated securities is governed by the provisions of the Swiss Federal Intermediated Securities Act. If PostFinance so permits within the scope of the investment service used by the Customer, at any time the Customer may request that the custody account assets be delivered to a financial institution of their choice subject to a charge, observing the customary deadlines. The latest prices can be found at postfinance.ch/investment-information. PostFinance reserves the right to

statutory provisions, liens, retention rights and other rights of retention as well as special agreements, such as within the scope of the investment services used by the Customer.

#### 10. Prices and conditions

The prices for the acquisition, disposal, safekeeping and management of custody account assets are determined by the tariffs applicable to the individual investment services. A current cost overview can be found on the website postfinance.ch/investment-information.

#### 11. Remuneration from third parties

The Customer acknowledges and agrees that PostFinance may receive remuneration from third parties in connection with its business activities and business relationship with the Customer (e.g. sales remuneration, portfolio maintenance commissions or trading commissions, discounts or other benefits). The Customer expressly waives their right to delivery of such remuneration and agrees that PostFinance may retain this as additional remuneration for the sales services carried out. The Customer shall take note of the information regarding remuneration, which can be found in the product information for the relevant investment service. The remuneration may change at any time. The current overviews can be found on the website postfinance.ch/investment-information.

#### 12. Reporting obligations

The Customer is responsible for fulfilling any reporting obligations to companies, stock exchanges and authorities. PostFinance has neither a duty to cooperate nor a duty to provide information and is entitled to refrain from carrying out administrative actions, in whole or in part, for custody account assets that lead to reporting obligations for PostFinance by notifying the Customer.

#### 13. Confidentiality

PostFinance and its governing bodies, employees and agents are bound by various confidentiality obligations due to data protection, bank client confidentiality and other provisions.

In this context, the Customer acknowledges that PostFinance and its governing bodies, employees and officers are released from their confidentiality obligations – even after the business relationship with the Customer has been terminated – in the cases listed below. Moreover, the related provisions as per section 16 of the "General Terms and Conditions of PostFinance Ltd" (GTC) shall apply.

- a) PostFinance may, in the case of transactions relating to foreign securities, be obliged to disclose the Customer's data (in particular name, identity documents, address and account number or International Bank Account Number [IBAN]) to the banks involved, the operators of payment and communication systems at home and abroad (e.g. Swiss Interbank Clearing [SIC] or Society for Worldwide Interbank Financial Telecommunication [SWIFT]), the beneficiaries or other third parties (e.g. stock exchanges, brokers, transaction registers, settlement and third-party custodians, issuers, public authorities or their representatives). In the context of transactions of this nature, the Customer authorizes PostFinance to publish the relevant data and to issue related information.
- b) PostFinance may, in the case of domestic and cross-border transactions in securities trading as well as other transactions related to securities trading which, for instance, are processed via SIC/SWIFT, be obliged to disclose the name, identity documents, address, IBAN and account or custody account number of the Customer, the beneficial owner, the holder of the securities, the registered shareholder or other parties involved in the transaction to the relevant domestic and foreign banks, central securities depositories and system operators.
- c) PostFinance may, in the case of investments executed abroad, be obliged according to the law of the relevant country to disclose the name of the Customer, the principal or depositor of the securities, as well as any other data (in particular, information on the beneficial owners, identity documents) to the relevant authorities, third-party depositories or product suppliers and issuers.

#### 14. Assignment and pledging

The Customer may not assign or pledge the custody account assets to third parties. Any such attempts to assign or pledge these assets are not valid vis-à-vis PostFinance.

## 15. Foreign jurisdictions

Persons who, on account of their nationality, temporary residence or other reasons, are subject to jurisdictions that prohibit access to such services or their distribution may not use the investment services provided by PostFinance. If the Customer violates these provisions, PostFinance

cannot accept any liability. It is possible, for persons governed by jurisdictions other than Switzerland, that the investment services are not available or authorized or that the sending of documentation relating to certain services is not possible or authorized.

#### 16. Domicile abroad, US persons, beneficial owners

- a) PostFinance does not offer any investment services to, among others, people who have their domicile or tax residency abroad, US persons in general and people with different beneficial ownership on their accounts/custody accounts. The Customer must inform PostFinance at least 30 days in advance of any such change in circumstances and terminate their investment services (via secure message in e-finance or in writing with signed letter).
- b) If the Customer does not fulfil their obligations as set out in section 16 a), PostFinance may terminate the investment services immediately (in accordance with the termination conditions for the affected investment services).

#### 17. Tax effects

- a) PostFinance does not provide tax advice. It is the Customer's responsibility to find out about the corresponding tax effects in connection with the investment services and the associated securities transactions as well as the liquidation of the custody account(s) and to comply with the resulting tax declaration obligations.
- b) PostFinance may, based on agreements which Switzerland has concluded with other countries or organizations, withhold and pay taxes and exchange legally and regulatorily permissible information. Over and above this, PostFinance may charge the Customer any administrative costs incurred in the calculation, payment and notification of applicable taxes. The current prices can be found in the price list at postfinance.ch/investment-information.
- c) The Customer is aware that, in the event of their death, their heirs become liable for tax and declaration in the USA under certain circumstances. This particularly applies to investments in US securities, regardless of the domicile and nationality of the Customer. In cases of this kind, PostFinance does not accept the role of "statutory executor" and therefore accepts no reporting or declaration obligations towards the relevant US authorities.

## 18. Blocking

- a) The Customer can have their custody account blocked. Any orders that have been issued up to that point will remain unaffected and be duly executed if there are no instructions to the contrary. PostFinance determines the terms for blocking access.
- b) PostFinance may block or restrict the custody account and associated accounts at any time, without stating reasons and without prior notice, e.g. due to legal or regulatory requirements, in compliance with an official order or for security reasons.

### 19. Contract duration

- a) The deposit is for an indefinite period. The contract shall not expire on the death, declaration of presumed death, loss of capacity to act or bankruptcy of the Customer.
- b) There is a separate custody account for each investment service. The existence of the custody account depends on the existence of the associated product contract. The custody account cannot be terminated in isolation. Instead, the investment service concerned must be terminated, which in turn results in the termination of the corresponding custody account.
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