

# General Terms and Conditions of Business of SIGMA Bank AG

Version 10/2018 – effective from 15.11.2018

## I. Basic rules for the relationship between the Client and the Bank

### A. Scope and amendments of the GTB

#### Z 1. Scope

- (1) These General Terms and Conditions of Business (hereinafter called “the GTB”) apply to the entire business relationship between the CLIENT (hereinafter also called “the ACCOUNTHOLDER”) and SIGMA Bank AG (hereinafter called “the BANK”), and are designed to establish clear rules for the reciprocal relationship between the Client and the Bank. Insofar as special regulations, special guidelines and practices apply in the agreements concluded with the Client or for individual lines of business (e.g. for stock exchange transactions, documentary credits), then these shall have precedence over the GTB in this respect.
- (2) The terms “Consumer” and “Businessman” are used in the following within the meaning of the Liechtenstein Act Pertaining to the Protection of Consumers (Consumer Protection Act) [Gesetz zum Schutz des Konsumenten (Konsumentenschutzgesetz)].
- (3) Insofar as these GTB refer to “the Client”, this also correspondingly applies to a representative authorised by the Client.

#### Z 2. Amendments

- (1) The Bank reserves the right to amend the GTB at any time.
- (2) These amendments shall be reported to the Client (see below), and provided that these are not contested within one month shall be deemed to have been approved for all existing and future business relationships. The Bank shall simultaneously inform the Client that any failure to reply within one month shall be deemed to constitute approval. Any possible objection to the amendment of the GTB shall have the consequence that the Bank may terminate the entire business relationship with the Client.
- (3) Any such GTB amendments shall be reported in writing in accordance with the forwarding agreement reached with the Client, and may in particular also be performed by means of a simple communication in the form of a reference on the account statement or on the homepage of the Bank under [www.sigmabank.com](http://www.sigmabank.com). In the case of postal forwarding, the Client shall be deemed to have been notified at the time that the item of mail reaches the Client, whereby it shall be assumed that the item of mail has reached the Client at the latest three days after its sending by the Bank. The onus shall be on the Client to disprove this assumption. In case of doubt, the date of sending shall be the date on the copy or dispatch lists in the possession of the Bank. Insofar as the Client has signed an instruction to retain mail in care of the Bank, the time of the notification of the Client about any amendment of the GTB shall be deemed to be the day recorded on the retaining mail or on which the information was uploaded on the electronic system of the Bank. Insofar as the Client has signed the E-Banking Agreement, the time of notification shall be deemed to be the time of the uploading of the information on the respective user account.

- (4) It is important to note that it is not the responsibility of the Bank to report any amendment of the GTB or any other change to the contractual relationship with the Bank to any possible authorised signatories or other Client representatives. Any possible disadvantages arising out of the non-provision or the delayed provision of information shall be borne exclusively by the Client.

### B. Delivery of declarations/order execution

#### Z 3. Communication of the Client to the Bank

- (1) Orders and declarations made by the Client to the Bank must be delivered in writing. The Bank shall however also be entitled to execute orders communicated to it by means of telecommunication (in particular by telephone, telegraph, fax, data transmission or e-mail), whereby the Bank reserves the right to demand a confirmation in another form of communication, and in this conjunction in particular to make an order execution dependent upon a conformation of this nature. The request for confirmation shall be submitted in a manner which enables the Client to produce the required confirmation within a reasonable period from the time of the order placement or request for the required confirmation. If orders or other declarations are made by the Client by means of telecommunication, then he must take suitable precautions to protect against transportation or transmission errors (e.g. loss, delay, misunderstanding, damage, duplication) and misuse. The Bank shall not be liable for damage resulting from transport or transmission faults or misuse, unless the Bank can be shown to have acted grossly negligently. The same shall apply in the event of failure to recognise a (formally or materially) faulty order placement or an order execution which has been delayed due to a request for confirmation.
- (2) The Client must ensure that the orders he places with the Bank are formulated clearly and unequivocally. Amendments, confirmations or repetitions must be expressly indicated as such. If the Client wishes to give the Bank special instructions pertaining to the execution of orders, then he must communicate this to the Bank separately and expressly; in the case of orders placed using forms, this must be done outside the form. This shall also apply in particular if the execution of the order is particularly urgent or dependent upon specific periods and deadlines.
- (3) The Bank shall be entitled to execute orders which have been placed with it within the framework of a business relationship with a Client – irrespective of the form of the transmission – on the account of the Client if the Bank without negligence comes to the opinion that these derive from the Customer and that the ineffectiveness of the order is not attributable to the Bank.

#### Z 4. Communication of the Bank

- (1) Communications made by the Bank to the Client shall essentially be performed in accordance with the forwarding agreement concluded with the Client to the forwarding address most recently reported to the Bank (see Z. 10).
- (2) In the case of communications sent by post, the Client shall be deemed to have been notified at the time the item of

mail is received by the Client, whereby it shall be assumed that the item of mail has been received by the Customer at the latest three days after its dispatch by the Bank. The onus shall be on the Client to disprove this assumption. In case of doubt, the date of sending shall be the date on the copy or dispatch lists in the possession of the Bank.

- (3) A declaration sent by the Bank to the Client can also be sent by means of telecommunication (in particular by telephone, telegraph, fax, data telecommunication or e-mail), insofar as the Client has not expressly ruled out individual forms of communication in advance. The communications and declarations made by the Bank to Clients shall apply – insofar as no divergent written agreements have been reached or corresponding customs of the Bank exist – subject to written confirmation. The latter circumstance shall not apply in respect to consumers. A declaration sent by means of telecommunication (e.g. via e-mail or fax) shall be deemed to have been performed and received by the Client if this has been sent or dispatched to the address most recently reported to the Bank by the Client. In case of doubt, the date of sending shall be the date on the copy, dispatch lists or records in the possession of the Bank.
- (4) Insofar as the Client has signed an instruction to retain mail in care of the Bank, the time of the notification of the Client shall be deemed to be the date borne by the retaining mail or the date on which the information was uploaded on the electronic system of the Bank. Insofar as the Client has signed the E-Banking Agreement, the time of notification shall be deemed to be the time of the uploading of the information on the respective user account.
- (5) Any damages arising out of the use of postal, telephone, fax, other electronic or other means of communication (such as for example retaining mail, e-mail etc.) or means of transportation, in particular derived from loss, delay, misunderstandings, damage or duplication shall be borne by the Client, unless the Bank can be shown to have acted grossly negligently. Risks arising out of making the post available at the premises of the Bank (retaining mail), without these actually being inspected by the Accountholder, shall be borne by the Accountholder. The Client shall authorise the Bank to destroy any items of mail which he has not collected 5 years after these have been drawn up.
- (6) If the Client has requested “poste restante” correspondence, but fails to collect the poste restante correspondence within 24 months without providing any further instructions or plausible explanation for the failure to collect such correspondence, the Bank shall be entitled (although not obliged) to forward in particular account or securities account statements to the recorded domiciliary or residential address of the accountholder or of a party who is entitled to use the account (in particular an authorised signatory).

#### **Z 5. Duties of information of the Bank**

Unless otherwise separately agreed, the Bank shall not be subject to any duties to provide information beyond the statutory duties to provide information other than those specified in its General Terms and Conditions of Business – e.g. concerning the classification or reclassification of the Client as a private Client or small investor, professional Client or eligible counterparty. This consequently means that the Bank shall in particular – unless this is contradicted by statutory or contractual obligations – not be obliged to inform the Client about threatened falls in value, about the value or the worthlessness of the entrusted items or about

circumstances which could impair or jeopardise the value of these items, nor shall it be obliged to provide the Client with any other advice or information.

#### **Z 6. Order execution**

- (1) The Bank shall execute placed orders with the diligence of a prudent businessman. The Client shall expressly permit the Bank to commission third parties with the execution of the respective orders. The Bank shall be liable merely for the careful selection of the subcontractor. It is essentially the case that orders must be signed – apart from telephone or fax replies. An order sent by e-mail – except if there is a special agreement concerning order placement via e-mail – shall be sufficient only on the basis of an additional confirmation (e.g. telephone order confirmation in the event of a telephone or fax reply).
- (2) The material accuracy of an order shall not be checked by the Bank. By the same token, any specified intended purpose, conditions or similar shall not be binding for the Bank.
- (3) Any possible damages arising out of the placement of unclear, incomplete or late orders by the Client to the Bank shall be borne by the Client.
- (4) With respect to the rendering of its services, the Bank shall be obliged to collect a variety of information from the Client (e.g. about his knowledge and experience with financial instruments, his financial circumstances and his investment objectives). It is in the interest of the Client to provide this information truthfully and comprehensively; otherwise the Bank will not be able to render the services. Furthermore, it is important that the information provided by the Client does not contain any inaccuracies, because Client information serves in particular to enable the Bank to act in the best interest of the Client, e.g. to recommend asset management or financial instruments that are suitable for the Client. For this purpose, it is essential that the information provided by the Client is comprehensive and truthful. **Should the Bank require further information or instructions in order to execute a Client order, and if it is unable to contact the Client, either because the Client does not wish to be contacted by the Bank or because he cannot be contacted at such short notice, then in case of doubt the Bank shall reserve the right not to execute the order.** The Bank shall be entitled to rely upon the accuracy of the information obtained from the Client, unless it is aware that this information is clearly outdated, incorrect or incomplete. The Client undertakes to inform the Bank in writing should there be any change to the information which he has provided to the Bank. Within the context of an ongoing business relationship, the Client is furthermore obliged to update his details at regular intervals when asked to do so by the Bank.
- (5) **In the event of unusual or peculiar orders, the Bank shall furthermore be entitled – in particular within the meaning of due diligence provisions – to clarify the precise circumstances and to make the further execution of the order dependent upon the submission of further information. In particular, the Bank may at its own discretion refuse to execute cash withdrawals if the reason for payment cannot be plausibly explained or documented. Cash withdrawals mean the payout of banknotes or coins or the physical delivery of securities or precious metals to Clients.**

- (6) The Bank shall not be obliged to execute orders for which no cover or credit limits are available. If the Client has placed a number of orders whose total value exceeds his available credit balance or the loan which has been extended to him, then the Bank shall at its complete discretion be entitled – irrespective of the order of receipt or due date – to choose which of the orders are to be executed. The same shall apply in the case of contradictory orders.
- (7) In other respects, orders placed with the Bank within the framework of its ordinary working procedures and during the normal work/office hours of the Bank shall be executed as best and as expeditiously as possible. The Client must place orders which are contingent upon specific execution timing with the Bank in correspondingly good time.
- (8) Should the defective or delayed execution of (part) orders result in losses, then the Bank shall be liable merely in the event of gross negligence and only for the loss of interest, unless it had specifically been warned about the threatened danger of a greater loss. The Bank shall under no circumstances be held liable for the non-execution, delayed execution or partial execution of orders if the Bank had made the execution of such orders dependent upon the provision of further documents in order to ensure adherence to statutory obligations (see above Para. 4 and 5), or if no cover or no credit limits were available for the execution of the order.

#### **Z 7. Recording of conversations**

The Bank is obliged (in particular pursuant to MiFID II) to record telephone conversations conducted with the Bank, and if necessary to use these recordings as evidence.

#### **Z 8. Right of cancellation of the Bank**

- (1) The Bank shall be permitted at any time to cancel or to correct executed orders or transactions, insofar as these are based upon an error committed by the Bank, even without obtaining consent. The right of cancellation shall not be removed by an interim closing of accounts. Should the right to cancellation exist, then the Bank may refuse to make the credited sums available.
- (2) Any orders or transactions placed erroneously by the Client shall not be covered by this right of cancellation.

### **C. Duties of co-operation of the Client**

#### **Z 9. Duties of co-operation of the Client**

With respect to his dealings with the Bank, the Client shall in particular be obliged to adhere to the duties of co-operation specified in these GTB, Client agreements or in special guidelines, special regulations and practices; any breach thereof shall make the Client liable for compensation or shall reduce his claims for damages against the Bank.

#### **Z 10. Amendment notification**

- (1) The Client must report to the Bank in writing and without delay any changes of name, of company name, of address pertaining to his person, to an authorised representative or to the beneficial owner. Should the Client in particular fail to report changes of address, then written declarations sent by the Bank shall be deemed to have been received by the Client if these have been sent to the address most recently reported to the Bank.
- (2) The Client must also report to the Bank in writing and without delay the withdrawal or amendment of a representation

entitlement which has been reported to him – including the disposal and signatory entitlement, and must also provide appropriate documentary proof thereof. A representation entitlement reported to the Bank shall remain in force to the same extent until it has been reported in writing that this has been withdrawn, unless the Bank was aware of the withdrawal or amendment, or was not aware due to gross negligence. The obligation to provide the Bank with a written notification of this nature shall also apply in particular if the withdrawal or the amendment of the representation entitlement has possibly been recorded in a public Register, and if a corresponding publication has been made.

#### **Z 11. Disposal entitlement / identity checks**

- (1) The signatory rules reported to the Bank in writing with respect to a collective/sole signatory and disposal entitlement shall be applicable against the Bank – irrespective of any possible different register entries and publications – for all disposals and declarations, until a written revocation or a written notice of amendment has been received. Disposals performed by electronic means are subject to special conditions.
- (2) Any losses resulting from a failure to recognise defective identity procedures, defective proof of identity and forgeries shall be borne by the Client, insofar as the Bank cannot be shown to have acted grossly negligently.

#### **Z 12. Complaints issued by the Client**

- (1) The Client must check declarations issued by the Bank of all kinds, such as e.g. confirmations of orders which have been placed with the Bank, notices pertaining to the execution thereof, account statements, custody account statements, account balancing statements and other settlements as well as consignments and payments from the Bank in order to ascertain whether these are complete and correct, and must raise any possible objections without delay following receipt of the respective notice. In the event of later complaints, the Client shall not be entitled to assert any claims for damages against the Bank.
- (2) If the Client fails to receive an expected notification from the Bank, then the complaint of the Client must be made in such a manner as if the notification had been received by the Client by normal postal means. In the case of delayed complaints, the Client shall once again not be entitled to assert any claims for damages against the Bank.
- (3) **If the Bank does not receive any written objections from the Client within four weeks of his receipt of a declaration issued by the Bank** (in particular with respect to account balancing statements, account or custody account statements etc.), **then the declarations and performances of the Bank specified therein** (e.g. the individual items, balances, conditions, account balancing statements and other notices documented therein) **shall in every case be considered to have been approved**; the Bank shall from the start of the deadline draw the attention of the Client to the importance of his behaviour. For this purpose, the provision of the corresponding information together with a statement of account shall suffice.
- (4) The aforementioned provisions of Para. 1 to 3 shall also apply in particular to retaining mail of the Client.
- (5) Irrespective thereof, the Bank shall have the right to demand an express declaration of consent from the Client.

### **Z 13. Insufficient legal capacity of the Client**

- (1) Any loss and any restriction of the contractual capability of the Client must be reported to the Bank in writing without delay. If the Client is a company or legal entity, then his dissolution must also be reported to the Bank without delay.
- (2) **Established signatory authorities and powers of attorney shall not expire at the time of the possible loss or restriction of the contractual capability of the Account holder or of the issuer of the power of attorney.**
- (3) The Client shall in this conjunction bear any damage attributable to the lack of contractual capability of his person or of third parties with power of representation, unless this has already been published in an official Liechtenstein organ of publication and has been unequivocally reported to the Bank in writing with respect to third parties.

### **D. Disposal entitlement following the death of the Client**

#### **Z 14. Disposal entitlement following the death of the Client**

- (1) The Bank shall, as soon as it has been informed of the death of a Client, essentially only permit orders to be placed by an organ with the authority to represent the estate, or – following the conclusion of the probate proceedings – by the established and identified heirs. This shall not affect disposals made by surviving account holders or custody account holders with sole right of disposal over a joint account or joint custody account.
- (2) The initiation of liquidation, bankruptcy or other insolvency proceedings or any other form of dissolution of a legal entity, company or partnership shall be handled in a manner corresponding to the death of a natural person within the meaning of Para. 1, and these provisions shall consequently apply correspondingly.

### **E. Duration/Termination of business relationship**

#### **Z 15. Duration of business relationship/ordinary termination**

- (1) Unless otherwise agreed, the business relationship shall be deemed to have been concluded for an indefinite period. The Bank and the Client may terminate the entire business relationship or individual parts thereof at any time, subject to adherence to a reasonable period of notice.
- (2) If the Client fails, even after a reasonable (supplementary) period of grace granted by the Bank, to inform the Bank where the assets and credit balances deposited by him with the Bank are to be transferred, then the Bank may physically deliver these assets or may liquidate these. The Bank may – with the effect of discharging its obligations – deposit the proceeds or the available credit balance of the Client at a place to be specified by a judge, or may send this in the form of a cheque denominated in a currency chosen by the Bank to the most-recently reported forwarding, domiciliary or residential address of the account holder, beneficial owner or respective authorised representative (in particular authorised signatory), or may alternatively keep this for safekeeping on behalf of the Client poste restante. The assets and credit balances shall consequently be deemed to have been returned to the Client.

### **Z 16. Termination for good cause**

- (1) The Bank or the Client may terminate the existing business relationship at any time wholly or in part with immediate effect in the event of there being good cause. In the event of a good cause, the Bank may in particular terminate or call in loans which have already been approved or issued.
- (2) Irrespective of a written agreement or a period of notice, the Bank shall at any event be entitled to terminate the entire business relationship or individual parts thereof with immediate effect if
  - the Client defaults on a performance,
  - his asset situation has significantly deteriorated, meaning that the fulfilment of the liabilities against the Bank appear to be jeopardised,
  - bills of exchange accepted by the Client are protested,
  - the Client provides incorrect information about his asset situation or other circumstances of importance to the business relationship,
  - the maintenance of the business relationship represents a reputation risk for the Bank,
  - the Client fails punctually and to the required extent to comply with a demand to provide or strengthen securities, or
  - a compulsory enforcement or the initiation of insolvency proceedings or the rejection of such proceedings against the Client is reported due to an insufficiency of assets.
- (3) With the termination of the overall business relationship or individual parts thereof, the owed sums shall be due for payment with immediate effect. The Bank shall in particular not accept any liability whatsoever for losses attributable to orders which are no longer executed. Furthermore, the current business relationship shall not give rise to any liabilities whatsoever for the Bank beyond the end of the business relationship. The Bank shall however continue to be entitled, even after the dissolution of the account agreement, to accept sums of money on behalf of the Customer, insofar as liabilities of the Client arising out of the business relationship continue to exist. Insofar as the Bank continues to execute individual orders after the ending of the business relationship or accepts credits on behalf of the Client, then this – unless otherwise agreed – shall under no circumstances be deemed to constitute a tacit continuation of the relationship. The GTB shall under all circumstances remain in force, even after the ending of the business relationship, until this has been comprehensively settled.
- (4) The Client shall moreover – in the event of the ending of the entire business relationship or individual parts thereof – be obliged to indemnify the Bank with respect to all of the obligations which it has entered into on his behalf. Furthermore, the Bank shall be entitled to terminate all obligations entered into on behalf of the Client and to settle these on behalf of the Client, as well as to redebit these with immediate effect, subject to the receipt of credit payments. Claims arising out of securities, in particular bills of exchange and cheques, may be asserted by the Bank up until the settlement of any possible existing debt balance.

## **II. Opening and maintaining bank and custody accounts**

### **A. General**

#### **Z 17. Opening and maintaining bank and custody accounts**

Unless otherwise stipulated, the regulations specified in the following shall also apply to custody accounts.

### Z 18. Signature samples

Those persons who are to be given authorisation to dispose of an account or who are to be given signatory authority with respect to an account must deposit their signature with the Bank. The Bank shall permit written instructions to be made within the framework of the account relationship with the Client on the basis of the deposited signatures.

## B. Disposal entitlement and signatory authority

### Z 19. Disposal entitlement

Only the Accountholder shall be entitled to dispose of the account (in particular to dispose of the credit balances or securities, to amend and to terminate the account agreement, to open subsidiary accounts, to exercise the structuring rights pertaining to the account such as in particular granting or revoking signatory entitlements etc.). He shall only be entitled to be represented by those persons whose right of representation is based upon the law or who have expressly and in writing been issued with a power of attorney to dispose of this account; they must prove their identity and their entitlement to represent.

### Z 20. Signatory authority

The Accountholder may expressly and in writing issue a signatory authority to other persons. The authorised signatory shall solely be entitled to issue and to revoke instructions pertaining to the account assets.

### Z 21. Several authorised individuals

Unless otherwise agreed, in the event of there being several authorised individuals, a sole disposal/sole signatory authority shall in each case be deemed to have been agreed. All other disposal/signatory types shall require precise and unequivocal designation and agreement. In the case of collective disposal/collective signatory authority, it shall in the absence of supplementary directives be deemed to have been agreed that each holder of disposal/signatory authority shall sign jointly with another, with two being required. This arrangement shall apply irrespective of any possible deviating entries pertaining to representation authorities, in particular in public registers, other publications or internal agreements of the Accountholder.

## C. Special types of account

### Z 22. Fiduciary account

In the case of fiduciary accounts, the Bank shall be entitled and obliged to act exclusively against the fiduciary in his capacity as the Accountholder.

### Z 23. Joint account

(1) An account may also be opened for several holders (joint account), and in the case of the sole signatory authority of the Accountholder shall be an EITHER-ACCOUNT and in the case of the collective signatory authority of all Accountholders shall be an ALSO-ACCOUNT.

(2) At any rate, all Accountholders shall be jointly and severally liable against the Bank for all obligations arising out of the account.

(3) In the event of an EITHER-ACCOUNT, each joint Accountholder shall be individually entitled – without the Bank being required to conduct checks on the material affiliation to the internal relationship between the Accountholders – to dispose of the account, and in particular of the account assets. **Furthermore, each Accountholder may solely dispose without restriction in any way (amending and terminating the account agreement, exercising the**

**structural entitlements pertaining to the account such as in particular issuing or revoking signatory authorities etc.).**

### Z 24. Foreign currency account

(1) If the Bank maintains a foreign currency account for the Client, then remittances in the respective foreign currency must be credited to this account accordingly, unless the payment order stipulates otherwise.

(2) If no corresponding foreign currency account exists, then the Bank shall be entitled to credit sums of money – unless otherwise expressly ordered by the Client – into another currency account of the Client. The settlement shall be performed on the basis of the exchange rate on the day on which the sum of money is available to the Bank in the foreign currency.

(3) Irrespective thereof, the Bank shall also be entitled, but not obliged, to open an account in another currency in the name and on the account of the Client, in order to perform and to record transactions in the interest of the Client in the same currency. **The Client acknowledges in particular the associated currency and interest rate risk.**

(4) The Client may dispose of credit balances in foreign currencies by means of cash withdrawals, sales, cheque presentation and remittances; in other ways only with the consent of the Bank, whereby the Bank shall in every case reserve the right to charge a commission.

(5) Counter-investments corresponding to the foreign currency Client credit balances shall be made in the name of the Bank, but on the account and risk of the Client, at correspondents considered good by the Bank within or outside the respective currency territory. The Client shall in particular bear the risk of statutory or official restrictions and burdens, in particular including those imposed against the assets of the Bank in the country of the currency or investment.

(6) **The owner of foreign currency credit balances shall bear all economic and legal disadvantages on a pro rata basis up to the level of his credit balance which affect the total domestic and foreign credit balance maintained by the Bank in the corresponding currency as the result of circumstances and measures for which the Bank is not responsible.**

(7) Foreign currency liabilities must be paid effectively – unless otherwise agreed – i.e. must be repaid in the currency in which these were included by the Bank or were exploited by the Client. Payments in another currency shall be considered collateral, whereby the Bank reserves the right to offset these performances in place of payment. In this conjunction, the respective valid daily rate shall be used for the conversion.

(8) The Bank shall be entitled, but not obliged, to convert a liability maintained in a foreign currency into domestic currency at any time at its complete discretion and without the consent of the Client, if

- the development of the exchange rate of the foreign currency increases the credit risk and the bank is unable to obtain any satisfactory cover within a reasonable period,
- a refinancing in the foreign currency is no longer possible due to statutory or other circumstances for which the Bank is not responsible, or

- the liability is wholly due for repayment, and is not returned, despite a corresponding warning.

#### **D. Remuneration/account statements**

##### **Z 25. Remuneration**

- (1) The Bank is entitled to demand a reasonable level of remuneration for its services (agreed or standard market interest, commission, fees, expenses, taxes etc.). The level of the remuneration shall be disclosed in a schedule of fees/counter notice. Interest, commission and fees are shown net for the Bank. Taxes, fees and expenses shall be borne by the Client.
- (2) Any possible taxes and duties incurred in conjunction with the Client's business relationship with the Bank that are imposed at or by the Bank or that the Bank is obliged to retain on the basis of Liechtenstein law, international treaties or contractual agreements with foreign agencies, shall be payable by the Client or may be passed on to the Client.

##### **Z 26. Amendment of the remuneration**

- (1) With respect to companies, the Bank may amend its remuneration for ongoing performances (interest, account management fee etc.), taking account of all the relevant circumstances (in particular changes to statutory operating conditions, changes on the money or capital market, changes of refinancing costs, of personnel and operating expenses or to the national consumer price index regularly published by the Liechtenstein Office of Economics, etc.) at its own discretion, and may subsequently notify the Client about the amended remuneration by circular means or by any other suitable manner.
- (2) In the case of legal transactions with consumers, the remuneration for the services rendered by the Bank may be amended in accordance with an amendment clause contained in the agreement or at the time of the conclusion of the agreement in the counter notice, and the Bank may subsequently notify the Client about the amended remuneration by circular means or by any other suitable manner. The statutory obligation to cite this amendment clause in a consumer credit agreement remains unaffected.
- (3) Insofar as it has not waived this in writing, the Bank shall reserve the right to impose new fees at any time, and may amend fees, interest rates and commission with immediate effect in accordance with the prevailing circumstances. Amendments shall be reported to the Client in a manner that the Bank deems to be appropriate.

##### **Z 27. Expenses**

- (1) The Client shall bear all necessary and expedient charges, expenses, fees and costs incurred on the basis of the business relationship with him, in particular stamp duty and legal fees, taxes, postage, insurance costs, legal representation, enforcement and collection, management consultancy, telecommunications as well as the ordering, administration and exploitation or release of securities (such as e.g. valuation costs etc.). If the Bank is unable to execute a payment instruction of the Client due to an insufficiency of cover, or if it is obliged to take measures against the Client on the basis of third-party enforcement measures, then it shall be entitled to charge reasonable flat-rate expenses, in particular in accordance with the counter notice.
- (2) The Bank may charge for these expenses without drawing up an itemised invoice, insofar as the Client has not ex-

pressly demanded an itemised invoice. Any failure to charge standard bank fees and expenses shall not be qualified as a future waiver thereof.

- (3) The Bank may also charge additional overheads to the Client that result from extraordinary activities and costs.

##### **Z 28. Disclosure of inducements**

###### **(1) Granting of inducements**

The Bank shall essentially reserve the right to pay benefits to third parties in return for the acquisition of clients and/or the rendering of services, insofar as these improve the quality of the service. The level of any such benefits shall as a rule be determined in accordance with the commission, fees etc. charged to the clients and/or in the case of assets/asset components deposited with the Bank. The level thereof shall correspond to a percentage share of the respective assessment basis. The Bank shall at any time upon request, within the framework of the statutory regulations, disclose further details of the agreements concluded with third parties. The Client shall herewith expressly waive the right to demand further information from the Bank; in particular the Bank shall not be subject to any obligation to provide detailed information about the benefits it has effectively paid out. The Bank shall disclose the level of the granted inducements during the consultation.

- (2) Receipt of inducements in the field of investment consultancy and brokering of capital investments. In conjunction with investment consultancy and the brokering of capital investments, the Client acknowledges and accepts that the Bank may be granted inducements in the form of inventory payments and acquisition commission (e.g. arising out of issue and redemption commission) from third parties (incl. group companies) in conjunction with the acquisition/distribution of collective capital investments, certificates, notes etc. (hereinafter called "Products"; these also include those that are managed and/or issued by a group company), and that the Bank shall retain these. The level of such benefits may vary, depending upon the particular product and product provider. As a rule, the level of inventory payments is determined on the basis of the volume of a particular product or product group held by the Bank. The level thereof normally corresponds to a percentage share of the management fees imposed on the respective product, which are periodically remunerated during the holding period. Acquisition commission payments are one-off payments. The level thereof corresponds to a percentage share of the respective issue and/or redemption price. In addition, sales commission from security issuers can also be provided in the form of discounts on the issue price (percentage discount), or in the form of one-off payments, the level of which corresponds to a percentage share of the issue price. The Bank shall disclose the precise level of the received inducements during the course of the consultancy. Unless otherwise agreed, the Client may at any time demand further information from the Bank about the agreements concluded with third parties pertaining to such benefits, either before or after rendering the service (purchase of a product). Insofar as the inducements cannot be determined in greater detail before the rendering of the service, the Bank shall retrospectively inform the Client about the precise sum of the inducements. In respect of inducements that the Bank receives on an ongoing basis, the Client shall be informed at least once per annum about the actual level of the received inducements. The Client waives any possible surrender claim within the meaning of § 1009 ABGB.
- The inducements that the Bank receives from third parties in conjunction with investment consultancy are intend-

ed to improve the quality of the respective service for the Client. The Conflict of Interest Policy provides information about which additional or higher level of services the Bank renders to the Client that are proportionate to the scope of the inducements.

#### **Z 29. Balancing of accounts / account statements and custody account statements**

- (1) Unless otherwise agreed, the Bank shall balance savings accounts annually, and all other types of account on a quarterly basis. The respective interest and remuneration incurred in conjunction with any such balancing are part of the closing balance, and shall subsequently continue to incur interest (compound interest).
- (2) Custody account statements shall be drawn up at least annually.
- (3) Unless otherwise agreed, the Bank shall on behalf of the Client keep the account statement together with the balancing of the account/the custody account statement for safekeeping at the place where the account/securities account is maintained.

### **III. Giro transactions**

#### **Z 30. Payment orders**

- (1) In order to execute payment orders, the Bank is essentially obliged to supply personal data of the principal, comprising the **name, the address and the account number**, together with the remittance. These data are disclosed to the involved banks and system operators (e.g. SWIFT or SIC) and as a rule to the beneficiary as well. The use of the payment transaction system may require the settlement of orders via international channels, consequently meaning that the data of the principal may cross international borders. **In this event, these data are no longer protected by Liechtenstein law** and it is no longer possible to ensure that the level of protection enjoyed by these data corresponds to that in Liechtenstein. Foreign laws and official edicts may oblige the involved banks and system operators to disclose these data to third parties.
- (2) Payment orders must also contain the name of the recipient bank, the IBAN, the BIC and the complete wording of the account of the beneficiary.
- (3) In the event of incomplete payment orders presented by the Client, Z. 6 Para. 4 shall apply. The reason for payment cited in the payment order is of no relevance for the Bank.
- (4) The acceptance of a payment order by the Bank does not in itself establish any third-party rights whatsoever against the Bank. The Bank shall only be obliged to execute a payment order if the complete cover (credit balance, extended credit limit) is available on the specified bank account of the Client.

#### **Z 31. Credit notice subject to receipt**

- (1) If the Bank credits sums which it is obliged to collect on the instruction of the Client (in particular within the framework of the collection of cheques, bills of exchange and other securities, debit entries etc.) to the bank account of the Client before the sum which is to be collected has been received by the Bank, then this shall be done only subject to the actual receipt of the credited sum by the Bank. This shall also apply if the sum which is to be collected is payable at the Bank.

- (2) Due to the reservation, the Bank shall be entitled to reverse the credit entry by means of a simple accounting entry if the collection fails, or if it appears likely in view of the economic circumstances of a payee, official interventions or for other reasons that the Bank will not be able to secure the unrestricted right of disposal over the sum which is to be collected.
- (3) The reservation may furthermore be exercised if the credited sum has been collected abroad, and under foreign law or on the basis of an agreement concluded with foreign banks is to be debited to the bank from a third party.
- (4) In the event of an upheld reservation, the Bank shall also be entitled to refuse to permit the Client to dispose of the credited sums. The reservation shall not be removed by any balancing of accounts.

#### **Z 32. Debit entries**

- (1) In the case of payment orders, debit entries shall only be considered notifications of execution if the debit entry is not reversed within two bank working days.
- (2) Cheques and other payment instructions as well as debit entries shall be deemed to have been paid if the debit entry on the debited account of the Client is not reversed within two bank working days, unless the Bank has notified the submitter prior to payment or has paid the sum out in cash.

### **IV. Securities**

#### **A. Provision and reinforcement of securities**

##### **Z 33. Entitlement to provision**

The Bank may demand that the Client provides reasonable securities within a reasonable period for all claims arising out of the existing business relationship with it – even if the claims are conditional, time-limited or not yet due.

##### **Z 34. Change in risk**

Should circumstances subsequently occur or become known which justify an increased risk evaluation of the claims against the Client, then the Bank shall be entitled to demand the provision or the reinforcement of securities within a reasonable period. This shall in particular be the case if the economic circumstances of the Client have deteriorated or are threatening to change, or if the value of the available securities has declined or is threatening to decline. This shall also apply if the provision of securities was not originally demanded at the time of the establishment of the claims.

#### **B. Banker's lien**

##### **Z 35. Scope and establishment**

- (1) The Bank shall have a lien on all assets and their earnings (irrespective of the nature thereof) which it respectively possesses or holds for safekeeping on the account of the Client at its own premises or at the premises of a third party. Insofar as securities are not securities registered in the name of the owner, they shall herewith likewise be attached to the Bank. Interest and profit-share certificates associated with the object of the lien shall also be deemed to have been attached. The lien shall also be established in particular on all attachable claims of the Client against the Bank, e.g. arising out of credit balances.
- (2) The lien shall secure all existing or future claims of the Bank against the Client arising out of the business relation-

ship, including the joint accounts, even if the claims are conditional, time-limited or not yet due, irrespective of the currency and even in the case of loans extended in blank or in return for special securities.

- (3) The lien shall be established with the attainment of the possession of the pledged property by the Bank, insofar as claims of the Bank pursuant to Para. 2 exist, or in other respects at the time of the subsequent establishment of such claims.

#### **Z 36. Exceptions from the lien**

- (1) Property and rights which the Client unequivocally dedicated, prior to the establishment of the lien, for the performance of a specific, written order, such as e.g. sums to cash a specific cheque or bill of exchange, as well as to perform a specific, unequivocal payment transfer shall not be covered by the lien. This shall however only apply so long as the dedication is maintained.
- (2) The lien shall furthermore not extend to assets which the Client disclosed to the Bank in writing as fiduciary assets prior to the establishment of the lien.

### **C. Realisation of securities**

#### **Z 37. Sale**

- (1) In the event of the Client defaulting on contractual obligations, the Bank shall be entitled to use the securities to satisfy its claims, in particular the lien.
- (2) The Bank shall sell securities which have a market or stock exchange price at this price on the open market, in accordance with the relevant statutory provisions.
- (3) The Bank shall cause securities which do not have a market or stock exchange price to be valued by an expert. The Bank shall report the result of the valuation to the Client, together with a request that the Client name a potential buyer within a reasonable period who shall then also pay the determined estimated price to the Bank within this period as the purchase price. If the Client fails to name a potential buyer within the deadline, or if the purchase price is not paid by the identified potential buyer, then the Bank shall be irrevocably entitled to sell the securities in the name of the Client at the estimated value.
- (4) The sales proceeds shall serve to settle all secured and unsecured claims of the Bank against the Client, irrespective of their due date, currency or a condition or time-limit. The Bank may in particular in this conjunction initially set the sales proceeds off against the unsecured part of its claims, and only thereafter against the secured part.
- (5) Even if the buyer of the security does not pay the purchase price immediately in cash, the sale of the security by the Bank shall nevertheless be permitted insofar as no or no comparable offer with immediate cash payment has been made and insofar as the subsequent payment has been secured.

#### **Z 38. Execution and out-of-court auction**

The Bank shall also be entitled to cause the security to be sold on an executive basis or – insofar as it has no market or stock exchange price – out-of-court.

#### **Z 39. Collection**

The Bank may terminate and collect the claims of all kinds which have been provided to it as security (including the

securitised claims) in the event of the secured claim falling due. Prior to this, the collection of the claim which serves as security shall be permitted when this falls due. In the event of a threatened fall in the value of the claim which serves as security, the termination thereof shall be permitted even before this falls due. The Client must, if possible, be informed thereof in advance. Sums withdrawn before the secured claim fell due shall be established as the lien in place of the collected claim.

#### **Z 40. Right of retention**

The Bank may withhold the performances for which it is responsible in respect to the Client in conjunction with claims arising out of the business relationship, even if these are not based upon the same legal relationship. The right of retention shall in this conjunction secure the claims of the Bank against the Client arising out of the business relationship, including the joint accounts, even if the claims are conditional, time-limited or not yet due or are in a different currency. The right of retention shall be established at the time of the attainment of the possession of the rights of retention by the Bank, insofar as claims of the Bank exist pursuant to Z 35 Para. 2, in other respects at the time of the subsequent establishment of such claims.

### **V. Setting off and settling**

#### **Z 41. Offsetting by the Bank**

- (1) The Bank shall be entitled to offset all of the claims of the Client, insofar as these are attachable, against all of the liabilities of the Client in respect to the Bank.
- (2) Irrespective of the existing offsetting entitlement, the Bank shall execute instructions issued by the Client in favour of third parties pertaining to credit balances from giro accounts, so long as the Client has not received an offsetting declaration. An attachment of the credit balance shall not be deemed to constitute an instruction issued by the Client.

#### **Z 42. Setting off by the Client**

The Client shall only be entitled to rescind his liabilities by means of offsetting if the Bank is insolvent or if the claim of the Client is connected to his liability, has been ascertained by a court of law or has been recognised by the Bank.

#### **Z 43. Settling**

In derogation of the provisions of § 1416 ABGB, the Bank may initially offset payments against the claims of the Bank to the extent either that no security was provided for these or that the value of the provided security fails to cover the claims. It is irrespective in this conjunction when the due date of the individual claims has occurred. This shall also apply within the framework of a current account relationship.

### **VI. Concluding provisions**

#### **Z 44. Outsourcing of individual departments and data protection**

Within the framework of the Client relationship, the processing of personal data will be necessary. Without the express written consent of the Client, the Bank shall be entitled to outsource departments wholly or in part (in particular credit risk monitoring, collection activities as well as credit analysis). Insofar as the outsourcing of individual departments is to third parties (within the meaning of service providers) or group companies – in particular in relation to consolidated monitoring – the Bank shall be entitled even without the express consent of the Client to transfer Client



data to third parties which it has commissioned. Bank client secrecy shall remain comprehensively preserved.

#### **Z 45. Translations**

Foreign-language documents of all kinds must also be presented to the Bank upon demand in the form of a German translation which has been legalised by a sworn translator.

#### **Z 46. Equivalence of Saturdays and public holidays with Sundays**

With respect to all of the business transactions with the Bank, Saturdays and state-recognised Liechtenstein public holidays which are published on the homepage of the Bank under [www.sigtabank.com](http://www.sigtabank.com) shall be deemed equivalent to Sundays.

#### **Z 47. Saving clause**

Should one or more of the provisions contained in these GTB or any other contractual instrument between the Client and Bank be ineffective or invalid or contain an omission, then this shall not affect the validity of the remaining provisions. The invalid or ineffective provisions as well as any possible regulatory omissions must then be supplemented in such a way that they approximate as closely as possible to the originally intended economic purpose.

#### **Z 48. Place of performance**

The place of performance for both contractual Parties is the domicile of the Bank.

#### **Z 49. Place of jurisdiction**

**The exclusive place of jurisdiction** in conjunction with all legal proceedings and disputes is **Vaduz**. The Bank may moreover also conduct legal proceedings against the Client at his place of residence or his habitual domicile or before any other responsible court of law or any other responsible public authority.

#### **Z 50. Legal forum**

All legal relationships between the Client and the Bank shall be governed by Liechtenstein law.

#### **Z 51. Dormant accounts**

The Bank herewith notifies the client that under the regulations in force in Liechtenstein, business relationships may under certain circumstances qualify as dormant. Dormant business relationships shall continue to be maintained; however, the Bank reserves the right to impose charges with respect to its associated expenses, and without further ado to dissolve dormant business relationships which show a negative balance.

#### **Z 52. Validity**

These GTB shall come into force on 1 November 2007. They replace the previous provisions.

#### **Z 53. Authentic language**

The authentic language is German. In the event of foreign language texts, the German version shall be drawn upon as an aid to interpretation.

#### **Z 54. Tax and general legal aspects**

The Client is himself responsible for the proper taxation of his assets held at the Bank as well as of the income generated by these assets in accordance with the provisions applicable at his tax domicile. In particular, he is responsible for adherence to the statutory regulations applicable to him (including tax legislation), and he must comply with such statutory regulations at all times. In this conjunction the

Bank refrains from any consultancy activity and expressly rejects any responsibility.

#### **Z 55. Banking secrecy and release from banking secrecy**

Due to statutory provisions concerning bank-client confidentiality, data protection and further professional secrecy obligations (hereinafter referred to as "confidentiality protection"), the members of the bank's executive bodies as well as the bank's employees and representatives are subject to the obligation to keep information to which they have become privy due to their business relationship with the client confidential for an indefinite period. Information that is covered by confidentiality protection is referred to as "client data" in the following. Client data includes all information relating to the business relationship with the client, in particular confidential information about the account holder, authorised representatives, beneficial owners as well as any possible third parties. Confidential information includes the name / company name, address, place of residence / domicile, date of birth / foundation, place of birth, nationality, occupation / purpose, contact details, client and account number, IBAN, BIC and further transaction data, account balances, custody account data, information about loans and further bank or financial services as well as tax-related information or information that is of statutory due diligence relevance.

In order to render its services, as well as to safeguard its legitimate claims, it may under certain circumstances be necessary for the bank to forward confidential client data to group companies of the bank or to third parties in Liechtenstein or abroad. This also applies where the bank is acting in a fiduciary capacity. In respect of the client data, the client expressly releases the bank from confidentiality protection and authorises the bank to forward client data to group companies of the bank or to third parties in Liechtenstein or abroad. The client data may in this conjunction also be forwarded in the form of documents that the bank has prepared itself in conjunction with the business relationship with the client or has received from the client or from third parties. This means the bank can forward client data in particular in the following cases:

- The bank is required to forward the client data by a public authority or court.
- Compliance with Liechtenstein and non-domestic legal provisions applicable to the bank require the forwarding.
- The bank responds to legal measures that are threatened or initiated against the bank by the client.
- The bank responds to legal measures that third parties initiate against the bank on the basis of the services that the bank has rendered on behalf of the client.
- The bank exploits securities of the client or of third parties in Liechtenstein or abroad to satisfy its claims against the client.
- The bank takes compulsory enforcement measures or other legal measures against the client.
- The bank responds to accusations that the client makes in public or vis-à-vis domestic and foreign authorities.
- Within the context of the execution of payment orders or the cover of an incoming payment (payment credit), the bank is obliged to forward client data, or forwarding of this nature is standard and practice.
- The client asks the bank to issue a credit card / debit card to himself or to a third party.
- Service providers of the bank receive access to client data within the context of signed legal agreements.
- The bank exercises group-wide coordination tasks in various fields, for example due diligence obligations, risk management or marketing.

- The bank outsources individual business areas (for example the printing and dispatch of bank documents, maintaining and operating IT systems, asset management) or parts thereof to group companies or third parties in Liechtenstein or abroad.
- The product-specific documents of a custody account asset (for example security or investment fund prospectus) stipulate the forwarding of client data.
- Within the context of the trading, the safeguarding or the administration of custody account assets, the bank is obliged or entitled by statutory provisions in Liechtenstein or abroad to forward client data, or the forwarding is necessary for the purpose of executing a transaction, safeguarding or administration. The latter may be the case, for example, if trading centres, collective portfolio centres, third-party custodians, stock exchanges, brokers, correspondence bank, issuers, financial market supervisory or other authorities, etc., are for their part obliged to demand the disclosure of the client data by the bank. The bank may forward client data in individual cases upon request, as well as on its own initiative (for example within the context of completing the documents

required for the transaction, the custody or administration). In this conjunction, enquiries may also be made following the completion of a transaction, custody or administration, in particular for monitoring or investigative purposes. By issuing the order to trade, to hold in custody or to administer custody account assets, the client also expressly authorises the bank to make any possible disclosure of its client data.

The client acknowledges that the client data is processed by the bank and by third parties in order to fulfil the purpose, and that once it has been disclosed it may not necessarily continue to be covered by confidentiality protection. This also applies in particular in the event of forwarding client data to another country, and there is also no assurance that the non-domestic level of protection corresponds to that in Liechtenstein. Liechtenstein as well as non-domestic laws and official orders may oblige group companies of the bank or third parties to disclose the received client data on their part, and the bank then no longer has control over the possible further use of the client data. The bank is not obliged to report to the client the forwarding of client data.

# Conditions of SIGMA Bank AG for Special Types of Business

Version 11/2007

## A. Collection and discount transaction, bills of exchange and cheque transactions

### Z 56. Scope

The provisions contained in this section apply to bills of exchange, cheques and other collection documents (such as commercial instructions and certificates of undertaking).

### Z 57. Collection or acquisition

Such securities are essentially accepted by the Bank for collection, unless their sale (discounting) has been specially agreed. The Bank however reserves the right to reject bills of exchange, cheques or similar securities.

### Z 58. Timeliness of the orders

Orders pertaining to collection must be received in good time, thus enabling these to be executed by the bank within the framework of its normal business operations without the help of special fast-tracking procedures. The Bank merely needs to cash the securities submitted to it for payment if an order of the Client has been punctually received and if sufficient cover is available.

### Z 59. Rights and obligations of the Bank

- (1) The Bank shall be entitled to redebit any cheques, bills of exchange or similar payment instructions which have been submitted to it for collection or discounting with respect to the full nominal sum plus the expenses incurred by the Bank (whereby in the case of securities denominated in a foreign currency, the Client shall bear the exchange rate risk), in particular if these are not paid or if the proceeds are not freely disposable or if the sum is reclaimed following payment within the limitation period. Up until the settlement of any possible debt balance, the Bank shall retain all statutory rights pertaining to the bill of exchange, to the cheque or to any other claims for payment of the full sum arising out of these securities, with subsidiary claims against each of the authorised and liable parties arising out of these securities.
- (2) The Bank may demand that the Client assigns the claim underlying the security or its acquisition, as well as all current and future rights arising out of the underlying transactions, including the associated securities.
- (3) Insofar as the Bank has not acted in a grossly negligent manner, the Client shall bear the consequences of the loss, of the misuse or of the forgery of cheques. This shall also be the case if a loss has been reported to the Bank.
- (4) The Bank shall charge a fee for collecting or discounting presented cheques, bills of exchange or similar payment instructions.

## B. Trade in securities and other assets

### Z 60. Scope

The following provisions set out in this section apply to securities and other assets, even if these are not certificated.

### Z 61. Nature of the performance

- (1) As a rule, the Bank shall execute the orders placed by the Client to buy and sell securities in the capacity of an agent.
- (2) By contrast, if the Bank agrees a fixed price with the Client, then it shall conclude a purchase agreement.
- (3) The Client herewith declares his **approval** of the **Principles Governing the Execution of Orders in Financial Instruments (Execution Policy)** presented to him by the Bank, on the basis of which the Bank – unless otherwise instructed – shall execute the orders of the Client. The Bank shall inform the Client about any important amendments of the Principles Governing the Execution of Orders.
- (4) The Bank may also partially execute the orders which it has received to buy and sell securities if the state of the market does not permit a comprehensive execution.
- (5) The relevant legal regulations and established practices at the place of execution shall govern the execution.

### Z 62. Timing of the execution

If the order has not been received in time for same-day execution, meaning that it cannot be considered within the framework of ordinary working procedures, then it shall be set aside for the next stock exchange date.

### Z 63. Investment consultancy

Within the context of the investment consultancy, the Bank shall issue suitable recommendations for the procurement, alienation or holding of financial instruments. A regular assessment of the suitability of the recommended financial instruments at the initiative of the Bank shall not however be offered.

Investment consultancy provided by the Bank to the Client shall not be deemed to constitute independent investment consultancy (products will be offered exclusively from the spectrum of financial instruments from selected cooperation partners), because the Bank receives inducements from third parties for brokering the financial products during investment consultancy, in particular from the issuers of the financial products. This enables the Bank to waive remuneration from the Client for the investment consultancy.

The Bank essentially offers its Clients the following financial instrument categories: equities, investment funds, bonds, certificates, closed investment fund holdings, derivatives. The investment universe from which the Bank draws its investment recommendations is limited as follows: Products from the spectrum of financial instruments of the Volksbank Group (product catalogue of the Volksbank

Group) as well as products that are distributed by selected cooperation partners.

Before executing the transaction, the Bank will give the Client a suitability declaration on a permanent data carrier, in which the Bank specifies the provided consultancy and explains how the consultancy was tailored to the preferences, goals and other characteristics of the Client. If the agreement to buy or sell a financial instrument was concluded by means of a telecommunications tool, and if the prior handover of the aforementioned suitability declaration is consequently not possible, then the Bank may forward the written suitability declaration to the Client on a permanent data carrier immediately after the Client has entered into the contractual obligation, insofar as the following conditions have been met: a) the Client agreed to the forwarding of the suitability declaration without delay after the conclusion of the transaction, and b) the Bank granted the Client the option of delaying the transaction, in order to receive the suitability declaration in advance.

#### **Z 64. Insufficiency of cover**

- (1) The Bank shall be permitted to waive the execution of security transactions wholly or in part if no corresponding cover is available.
- (2) The Bank shall however be entitled to execute such security transactions, insofar as it has no indication that the Client only wishes the order to be executed if there is sufficient cover.
- (3) Should the Client fail to provide cover, despite being requested to do so, then the Bank shall be entitled to conclude a closing-out transaction at the best possible price on the account of the Client.

#### **Z 65. Non-domestic transactions**

If an entitlement to the delivery of securities is credited to the Client (security invoice), then the claim of the Client in respect to the Bank shall correspond to the share which the Bank holds on the account of the Client relative to the entire portfolio of securities of the same type held abroad by the Bank for its clients in accordance with the respective legal regulations and practices.

#### **Z 66. Equity transactions**

In the case of transactions in equities whose definitive shares are not yet being traded, the Bank shall be liable neither for the issue of the shares by the stock corporation, nor for the opportunity to exercise shareholders rights prior to the issue of the shares.

#### **Z 67. Supplementary risk notice**

With respect to the risk, attention is drawn in particular to the brochure "Risks in Securities Trading" published by the Liechtenstein Bankers' Association.

### **C. Trading in currencies and foreign exchange**

#### **Z 68. Nature of the performance**

The Bank shall conclude a purchase agreement with the Client with respect to currencies and foreign exchange. If it is agreed that the Bank shall act as an agent for the Client, then the regulations pertaining to commission business contained in the section on trading in securities shall be correspondingly applicable. Any possible own-name transaction shall not require any express notification.

#### **Z 69. Forward transactions**

- (1) In the case of forward transactions, the Bank may demand that the Client demonstrates, a reasonable period of time prior to the due date, that the performance owned by the Client shall be punctually credited to the agreed bank account. If this is not demonstrated, or if other circumstances suggest that the Client will not fulfil his obligations, then the Bank shall be entitled to conclude a closing out transaction at the best possible price, even before the agreed due date has been reached.
- (2) The Bank shall be entitled – even in the absence of a prior agreement – to demand cover for the loss risk if this risk, in the view of an expert, has increased or if the asset situation of the Client has deteriorated. Unless otherwise agreed, the cover must be provided in the form of money. A lien shall be established in favour of the Bank with respect to the securities which have been provided as cover. If the cover is not presented, the Bank shall be entitled to conclude a closing-out transaction at the best possible price.
- (3) Should the Bank perform a closing-out transaction pursuant to Para. 1 or 2, then any possible price difference incurred shall be born by or shall benefit the Client. All incurred expenses shall be borne by the Client.